Essex County Board of Supervisors

Resolution No. 290 ***December 30, 2024***
Last Day of the Annual

**RESOLUTION OF CONGRATULATIONS AND APPRECIATION TO
JAIME TOWNE
UPON HER RETIREMENT FROM
ESSEX COUNTY EMERGENCY SERVICES DEPARTMENT**

The following resolution was offered by Supervisor Monty, who moved its adoption.

Upon the recommendation of the Public Safety Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, since September 28, 2009, Jaime Towne has been a Call Taker-911 Dispatcher for the Essex County Emergency Services Department; and

WHEREAS, Jaime Towne has graciously, competently and with professionalism performed her duties for over 15 years and has announced her retirement as of December 31, 2024.

BE IT RESOLVED, that the Essex County Board of Supervisors, its Clerk of the Board, County Manager and County Attorney hereby extend their most heartfelt appreciation to Jaime Towne for her dedication and service to Essex County and upon her retirement as a Call Taker - 911 Dispatcher for Essex County Emergency Services and wishes her continued success and all the best in her future endeavors.

This resolution was unanimously seconded and duly adopted.

Essex County Board of Supervisors

Resolution No. 291 ***December 30, 2024***
Last Day of the Annual

**RESOLUTION OF CONGRATULATIONS TO
THE WILMINGTON FIRE DEPARTMENT ON THE CELEBRATION
OF THEIR 100 YEARS IN SERVICE**

The following resolution was offered by Supervisor Smith, who moved its adoption.

Upon the recommendation of the Public Safety Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, the Wilmington Fire Department is celebrating 100 years of service.

BE IT RESOLVED, the Essex County Board of Supervisors hereby expresses its deep appreciation to the Wilmington Fire Department for its exemplary service and congratulates it upon its 100th anniversary of service.

This resolution was unanimously seconded and duly adopted.

Essex County Board of Supervisors

Resolution No. 292 ***December 30, 2024***
Last Day of the Annual

RESOLUTION OF CONGRATULATIONS TO THE BELDEN-NOBLE MEMORIAL LIBRARY ON THE CELEBRATION OF THEIR 125TH ANNIVERSARY

The following resolution was offered by Supervisor Hughes, who moved its adoption.

Upon the recommendation of the Economic Development Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, the Belden-Noble Memorial Library located in Essex, New York is celebrating its 125th Anniversary.

BE IT RESOLVED, the Essex County Board of Supervisors hereby expresses its deep appreciation to the Belden-Noble Memorial Library for its exemplary service and congratulates it upon its 125th anniversary.

This resolution was unanimously seconded and duly adopted.

Essex County Board of Supervisors

Resolution No. 293 ***December 30, 2024***
Last Day of the Annual

RESOLUTION ADOPTING AND APPROVING THE REVISED POLICIES AND PROCEDURES AND QUARTERLY REPORTS FOR THE HOME HEALTH SERVICES FOR 3RD QUARTER OF 2024, WHICH WERE APPROVED BY THE PROFESSIONAL ADVISORY COUNCIL (PAC), PUBLIC HEALTH ADVISORY COMMITTEE (PHAC) AND THE MEDICAL DIRECTOR, ON DECEMBER 3, 2024

The following resolution was offered by Supervisor Doty, who moved its adoption.

Upon the recommendation of the Human Services Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, the revised policies and procedures and quarterly report for the Public Health Unit which were submitted and approved by the Professional Advisory Council (PAC), Public Health Advisory Committee (PHAC) and Medical Director for 3rd Quarter 2024, on December 3, 2024:

- **Report of the Public Health Director**
- **Report of the Director of Health Planning & Promotion**
- **Report of the Director of Patient Services for Home Health Services**
- **Policies and Procedures of the Home Health Services and Public Health**

BE IT RESOLVED, that the Essex County Board of Supervisors hereby accepts, adopts, approves, or places on file the herein above referenced revised policies and procedures and quarterly reports for the Certified Home Health Unit and Public Health for the 3rd Quarter of 2024, and approved by the Professional Advisory Council (PAC), Public Health Advisory Committee (PHAC) and the Medical Director on December 3, 2024.

This resolution was seconded by Supervisor DeLoria, and duly adopted.

Essex County Board of Supervisors

Resolution No. 294 ***December 30, 2024***
Last Day of the Annual

RESOLUTION APPROVING THE POLICY AND PROCEDURES FOR ESSEX COUNTY OFFICE FOR THE AGING

The following resolution was offered by Supervisor Monty, who moved its adoption.

Upon the recommendation of the Human Services Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, the following Policies and Procedures for Essex County Office for the Aging are attached hereto and made a part of this resolution:

- Equal Access to Services & Targeting (including LEP)
- Home Delivered Meals Home Assessments & Peerplace
- HICAP Policy
- Legal Assistance to Older New Yorkers
- Medical Transportation
- Program Monitoring Policy
- Expanded In-Home Services for the Elderly Program (EISEP) Case Management Policy
- EISEP Policy
- EISEP Cost Sharing

BE IT RESOLVED, that the Essex County Board of Supervisors hereby accepts, adopts, approves, or places on file the herein above referenced policies and procedures for Essex County Office for the Aging.

This resolution was seconded by Supervisor Stanley, and duly adopted.

ESSEX COUNTY OFFICE FOR THE AGING
EQUAL ACCESS TO SERVICES & TARGETING [INCLUDING LEP]

POLICY:
Essex County Office for the Aging (ECOFA) has a process in place to ensure that clients are not discriminated against based on color, creed, national origin, ethnicity, race, sexual orientation, income, education, gender, language barriers or disability.

PROCEDURE:
TARGETING
Targeting is "a range of activities at system, program and client levels designed to identify individuals in a specified, defined population who need services, and designed to increase service delivery to the target population by linking or providing them with appropriate services."

1. System Targeting – The goal is to make a good faith effort to meet targeting objectives.
    a. Advocating and assisting other agencies to use their resources in service delivery processes;
    b. Determine the overall mix of services to be supported by AAA resources; and
    c. Coordinating and integrating services with those of other agencies.
2. Program Targeting – Process of operationalizing system targeting, and a method of determining:
    a. Which service providers are to be used;
    b. What service protocols are followed;
    c. How the clients will be identified and served; and
    d. Where the service is to be provided geographically.
3. Client Targeting – The process of identifying, assessing and serving those individual older adults most in need.

FOCUS GROUPS
NYSOFA has indicated that those with economic and social needs are most at risk. Those with "greatest economic need" are those at or below the establish poverty levels. Those with "greatest social need" are those who have a physical or mental disability, language barrier or cultural, social or geographical isolation, that threatens their capacity to perform normal daily tasks or live independently.

1. Minorities – Persons of Black, Hispanic, Asian, Native American(American Indian), Alaska Native, Native Hawaiian or Other Pacific Islander origins. Or persons whose origins are of 2+ races or who are identified as being in a racial category different from those above (other than white).
2. Low-Income – Person with income at or below 150% of the poverty level.
3. Frail – Persons with 1+ functional deficits:
    a. Physical functions;
    b. Mental functions;
    c. Activities of daily living(eating, bed/chair transfer, dressing, bathing, toiletry and continence); and/or
    d. Instrumental activities of daily living (meal prep, housekeeping, shopping, medications, telephone, travel & money management)
4. Vulnerable – Persons with deficient social resources, those who are isolated socially, linguistically or geographically, and/or those affected by other environmental conditions including the following:
    a. Language barriers (LEP);
    b. Rural residence;
    c. Persons with disabilities;
    d. Institutionalized or at risk of institutionalization;
    e. Lesbian, gay, bisexual, transgender (LGBT) older adults;
    f. Low literacy;

g. Older adult caregivers of children with developmental disabilities, mental illness or other disabilities requiring a caretaker (TBI);
h. Homebound;
i. Alzheimer's or other Dementia.

ECOFA RESPONSIBILITIES

1. Comply with requirements for equal access including language accessibility, nondiscrimination and concentration on target populations.
2. Require all aging service providers to comply with the requirements summarized in each agreement made with such providers.
3. Including in ECOFAs agreements that each provider comply with requirements for concentration of services on target populations and specify how the provider intends to meet specific objectives for satisfying the service needs of, and providing services to the focus groups.
4. Provide technical assistance, monitoring and periodically assessing the performance of all service providers regarding targeting, nondiscrimination and equal access issues.
5. Coordinating with agencies that develop or provide services for individuals with disabilities to identify and assess the needs of older adults with disabilities, and to plan and provide services for older individuals at risk for institutional placement.
6. Ensuring that all programs and sites provide maximum accessibility to those older adults in greatest economic or social need, and that new sites be free from architectural barriers that limit participation of disabled older individuals.
7. Assuring that funds received under the Older Americans Act will be used to provide benefits and services to older individuals, giving priority to targeted groups. Examples – locate service sites in low-income and/or minority communities, subcontract for service provisions with agencies that serve consumers from targeted groups.
8. Reviewing current service patterns to determine where funds can be shifted to better serve target populations and considering the proportion of targeted older adults in the population of the service area when making allocation or reallocation decisions for services.
9. Recognizing and making public mandated responsibilities on targeting, nondiscrimination and equal access to services, such as free language assistance.
10. Ensuring equal opportunity employment practices with the AAA and subcontractors, to promote and increase staff and volunteers representative of target populations.
11. Including target populations in needs assessments, planning, implementation and evaluation of programs, to identify and develop specific strategies and methods to identify unmet needs of these groups.
12. Using outreach efforts that will place special emphasis on the focus groups identified above.
13. Informing individuals and their caregivers of the availability of assistance.
14. Ensuring minority and other targeted older adult representatives on AAAs and service provider advisory committees and/or Boards of Directors and ensuring their participation in the development of targeting strategies.
15. Ensuring that subcontractors identify and serve the target population through the AAAs provision of technical assistance, assessment, training, monitoring and evaluating of subcontractors. Service providers must follow methods established by the AAAs.

COMMUNICATIONS WITH INDIVIDUALS WHO MAY HAVE BARRIERS

ECOFA will take the following steps so that communications with individuals with disabilities, or other barriers, are as effective as communications with others.

A. Provision of auxiliary aides upon request, such as: qualified interpreters, note takers, computer-aided transcription services, written materials, telephone handset amplifiers, assistive listening systems, telephones compatible with hearing aids, closed caption decoders, open and closed captioning,

telecommunications devices for deaf persons (TDDs), videotext displays, and exchange of written notes.

B. Provision of visual aids upon request, such as: qualified readers, taped texts, audio recordings, Brailled materials, large print materials, and assistance in locating items.
C. Provision of speech aides upon request, such as: TDDs, computer terminals, speech synthesizers, and communication boards.
D. Provision of language assistance will be given to individuals with limited English proficiency (LEP) via Language Line.
E. Please make sure that you document any limitations in the client's records, what assistance was given, if the client declined any additional assistance, and how the individual will be communicating with us. Example – Mr. Smith is deaf. A sign language interpreter was offered, but declined, as Mr. Smith indicated he can read lips, as well as documents. Mr. Smith was encouraged to let us know if he does wish to have a free interpreter at any time. Document on the Waiver of Free Interpreter Services Form (Attached)

LIMITED ENGLISH PROFICIENCY (LEP)

ECOFA will take the following steps to ensure that those with limited English proficiency receive necessary services and in a timely manner:

1. Train aging services staff on how to identify if a client has limited English proficiency, support each client's right to services, and how to access language interpretation services.
2. Maintain a contract with a language interpretation service provider [Language Line].
3. Provide postings in the lobby as to the availability of language interpretation services. Language interpretation services are free of charge to the client.
4. Relying on the individual's family members or friends to provide translation services is generally not acceptable due to confidentiality, objectivity and competence of abilities.
5. Documents should be translated into the client's preferred language if they cannot read written materials in English. Vital documents requiring translation would include: applications, consent and complaint forms, notices of rights, notices advising LEP persons of the availability of free language assistance, and letters or notices that require a response from the client or caregiver(s).

Identifying LEP Persons and Their Language

1. If when doing the intake or completing the home assessments, the individual needs language assistance, take the following steps:
    a. Use language identification cards ("I speak cards') which are available online at www.lep.gov, or the language assistance posters in the front lobby to determine their language.
    b. Access Language Line to find an interpreter, PH#1-866-874-3972, Client ID#572256, Indicate the language you will need to interpret and then provide the Access Code – 3695. Document the interpreter name and ID number for your reference.
    c. Document the language spoken in Peer Place, for future purposes.
2. If when doing the intake or completing the home assessments, the individual speaks, reads or communicates in a language other than English, but declines to have language assistance,:
    a. Remind them that it is a free service.
    b. Document such on the intake form, home assessment form, as well as in Peer Place. Also indicate how the individual will be communicating with us.
    c. Have the client sign the "Waiver of Right to Free Oral Interpretation Services" form and place in their file.

ESSEX COUNTY OFFICE FOR THE AGING
HOME DELIVERED MEALS PROCEDURE

POLICY:
Essex County Office for the Aging (ECOFA) will provide home delivered meals (HDM) to those in our population who qualify for such under the Older Americans Act.

PROCEDURE:
QUALIFICATIONS
ECOFA can offer meals to those who are funded under the Older Americans Act and meet the following qualifications:

1. Client is 60(+) years of age; and
2. Has a mobility impairment (home bound); and
3. Is not able to prepare meals; and
4. Lack Informal Supports; or
5. Is under 60 years of age, but has a Managed Long-Term Care (MLTC) program such as Nascentia or Fidelis Care at Home (must have prior approval **BEFORE** starting…see Meals for MLTC Procedure); or
6. Are a disabled adult child and live with someone who is 60(+); or
7. Is the caregiver of someone in the household who is 60(+) and meets the above criteria.

We provide meals Monday through Friday, with the exception of Holidays and closures.

STEPS TO SET UP HOME DELIVERED MEALS
Due to NYSOFA "Informed Consent" guidelines, we do need to speak with the client themselves and obtain consent to enter their information into Peer Place, in order to provide HDM. Unfortunately, if a client does not give us informed consent, we will not be able to provide meals.

If a client calls the meal site to set up home delivered meals, please give them the office PH #518-873-3695.

Intake at OFA Office:
Follow HDM Home Visits & Peer Place Policy.

ESSEX COUNTY OFFICE FOR THE AGING

HOME DELIVERED MEALS HOME ASSESSMENTS & PEERPLACE

POLICY:

Essex County Office for the Aging (ECOFA) will ensure the timely completion of home assessments for those clients receiving home delivered meals (HDM), as well as data entry into Peer Place.

PROGRAM INSTRUCTION:

PROCEDURE:

NEW INTAKES

1. The individual who does the intake will need to screen to determine if they meet the eligibility requirements for HDMs. Get the client's name, address, DOB, consent and screen for the following;
    a. Client is 60(+);and
    b. Has an illness or condition where they are unable to prepare meals;
    c. Lack informal or formal (aide) supports who can assist with meals;
    d. Is under 60 years of age but have a MLTC Plan such as Nascentia or Fidelis Care at Home; or LONG TERM CARE INSURANCE
    e. Is under 60 years of age and a disabled adult child living with someone in household who is 60(+) and qualifies for meals;
    f. Is the spouse the caregiver of someone in the household who is 60(+) and meets the above.

2. If the individual does NOT meet the above requirements, this will be explained to them;
    a. A notation should be made in peerplace and this will be given to the Coordinator of Services with the consent form.

3. If the individual is **UNDER** 60 years of age and states they have an MLTC, it is up to **THEM** to get prior authorization for HDMs. They will need to contact their case manager at the MLTC. Once the office has received written prior authorization, the intake form will be completed and the process below followed.

4. If the individual DOES meet the above requirements, staff will then;
    a. Complete the intake in Peerplace and assign to staff member covering township that they reside in;
    b. Review and obtain consent;
    c. Let the older adult know that a staff member will be reaching out to them in a timely fashion to complete a full COMPASS assessment in-person, unless inpracticable. Inform them that they will need the following;
        i. List of their medication;
        ii. Health insurance cards (Medicare/Medicaid/Secondary Coverage);
        iii. Names of doctors;
    d. **Meals will not start until the COMPASS is completed.**

PEERPLACE ENTRY

1. Once the COMPASS is completed
   a. Email the intake form to the Nutrition Program;

2. A Print out of the Case Note should be turned into the Confidential Secretary for review of the file.

REASSESSMENTS

1. The Confidential Secretary will be responsible to track when HDM clients are due for reassessment.;

2. The staff member assigned will then:
   a. Call the client to schedule a home visit;
   b. Bring out IPAD and compete the reassessment live in the field
   c. Completed COMPASS case notes will be given to the Confidential Secretary to review
   d. Staff should review "Informed Consent" with each client on an annual basis and obtain the necessary signatures.

ESSEX COUNTY OFFICE FOR THE AGING
HIICAP POLICY

POLICY: New York State's HIICAP is a statewide network of Health Insurance Information, Counseling, and Assistance Programs, headquartered at Area Agencies on Aging or their subcontractor non-profit agencies. HIICAP is the New York State SHIP that receives Federal Assistance from the Centers for Medicare and Medicaid Services (CMS) and the State of New York to educate the public about Medicare, Medicare Advantage plans and other health insurance issues. HIICAP provides free, accurate and objective information, counseling, assistance and advocacy on Medicare, private health insurance, and related health coverage plans. HIICAP helps people with Medicare, their representatives, or persons soon to be eligible for Medicare. HIICAP also provides information on low income programs such as the Elderly Pharmaceutical Insurance Coverage (EPIC) program, Medicare Savings Programs (MSP), Low Income Subsidy (LIS) Extra Help prescription assistance and pharmacy discount programs.

PROCEDURE:
Essex County Office for the Aging (ECOFA) will directly provide HIICAP services. These services are monitored annually by the OFA Director.

METHODS OF ASSISTANCE

1. In addition to annual notices from CMS, plan advertising (Medicare & You, ANOC, , promotional materials and ads), the ECOFA provides, at no cost, 1:1 counseling and outreach program, regarding issues related to Medicare, Medicaid, and other insurance issues.
2. ECOFA also provides self-serve resources for clients in the form of product brochures, Medicare basics, and assistance programs (EPIC, MSP), etc.
3. Clients are able to access these services through referrals (agencies, current/former clients, websites such as NYSOFA, HIICAP website, Medicare.gov), prior encounters with ECOFA or advertising through newsletters/agencies about services, and outreach events as provided by ECOFA HIICAP Coordinator.

WHO IS ELIGIBLE?

1. The HIICAP Program is available to Medicare beneficiaries and to those who will soon become Medicare eligible residing in our State.
2. New Yorkers can schedule free and confidential appointments with highly trained HIICAP Staff and volunteer counselors to discuss:
    a. Medicare and health insurance questions about benefits, options, paperwork, and resources;
    b. Medicare covered costs, deductibles and programs;
    c. Health care costs that clients will be responsible for;
    d. Information on insurance products that may help to pay for costs not covered by Medicare alone such as a Medigap or Medicare Advantage Plan;
    e. How to review and select a Medicare Part D prescription plan;
    f. Help in resolving specific health insurance problems.

3. The NYS Office for the Aging (NYSOFA) coordinates HIICAP through a network of 59 county Offices for the Aging where almost 500 trained insurance counselors are available to assist beneficiaries. The counselors can be contacted by calling PH#1-800-701-0501 and entering your ZIP Code. Callers are routed to the county in which they reside for direct assistance from the local HIICAP.

IS THERE A COST?

HIICAP counseling services are funded through the Federal Centers for Medicare and Medicaid Services and the State of New York. Many of the counselors are volunteers who generously devote their time to help others understand Medicare issues. There is no cost for the service but there is a suggested contribution. Please see the contribution policy for more information.

HOW TO GET HELP/APPLY?

1. HIICAP Directly via:
    a. Web site is available for consumer self-help, and for professionals and counselors to use as a reference for updates on important Medicare information.
    b. PH#1-800-701-0500, then enter zip code.
2. Medicare Resources:
    a. PH#1-800-Medicare (1-800-633-4227) or TTY/TDD: 1-877-486-2048
    b. The Medicare Website and search the Medicare Prescription Plan finder.
3. Contact the local Office for the Aging

STAFF TRAINING/CONTINUING EDUCATION REQUIREMENTS

All HIICAP Counselors participate in continuous training offered by NYSOFA, via online programs, ECOFA HIICAP Coordinator, and offsite presentations. Counselors will be provided with access to materials written and online to assist them with serving the needs of HIICAP clients. Counselors will be offered the support of NYSOFA, the HIICAP Coordinator, and each other, to serve the client needs. Review of HIICAP topics will be addressed continually and will be flexible to reflect current counseling concerns.

1. HIICAP Counselors will complete/attend the following:
    a. Register at SHIPtacenter.org
    b. Complete annual HIICAP Counselors exam;
    c. Attend annual regional training offered by NYSOFA;
    d. Attend ECOFA HIICAP review meetings (monthly).

OUTREACH

Essex County Office for the Aging will conduct outreach to local agencies to offer presentations on HIICAP and MIPPA information.

1. A minimum of five (5) outreach events will be scheduled each year, in various locations, so as to reach the most individuals, and will provide information on the following topics:
    1. Medicare Basics;
    2. Preventative Health Issues;
    3. Part D Coverage;
    4. MSP/LIS – eligibility and benefits; and
    5. HIICAP Services

2. These events will be scheduled in cooperation with agencies within Essex County.

REPORTING

All HIICAP Counselors will collect data with written consent pertaining to client HIICAP services.

1. HIICAP Counselors:
    a. Within ECOFA, the data will be recorded in Peer Place using the HIICAP workflow path.
    b. Counselors not having access to Peer Place will submit client Intake and consent forms to the HIICAP Coordinator, who will then enter the information into Peer Place.

2. The ECOFA HIICAP Coordinator will oversee the entry of all data to SHIPNPR within the required time frames as outlined by NYSOFA. This will include, but is not limited to:
    a. Individual Client Contacts - will be entered by the end of the next month in which they occurred;
    b. PAMs – typically monthly;
    c. MIPPA – typically monthly;
    d. Resource Reports – typically the end of the grant year

ESSEX COUNTY OFFICE FOR THE AGING
LEGAL ASSISTANCE TO OLDER NEW YORKERS

PURPOSE: To provide legal assistance to older New Yorkers in compliance with the Older Americans Act of 1992.

PROCEDURE:
The ECOFA will provide legal assistance services to older New Yorkers, who are at least 60 years of age, with a minimum of at least 7% of the overall Title IIIB funding from NYSOFA. Legal assistance means "legal advice and representation provided by an attorney to older individuals with economic or social needs, low-income minorities and rural elders."

LEGAL ASSISTANCE PROVIDER
The ECOFA must select a Legal Assistance Provider who is:

a. A Legal Services Corporation grantee; or
b. A Not-For-Profit corporation organized by the delivery of legal assistance; or
c. A Private law firm licensed to practice law in NY state; or
d. A Private attorney licensed to practice law in NY state; or
e. A Social Agency that has an identifiable legal component independent from the agency.
f. A paralegal providing legal assistance must be under the direct supervision of an attorney; and
g. May NOT be a County Attorney.

The following criteria must be met:

a. Has staff with expertise in specific areas of law affecting older person in economic or social need;
b. Demonstrates the capacity to provide effective administrative and judicial representation in those areas of law affecting older persons in economic or social need;
c. Demonstrates the capacity to provide support to other advocacy efforts, such as the long term care ombudsman program;
d. Demonstrates the capacity to provide effective legal assistance to institutionalized, isolated and homebound older persons;
e. Demonstrates the capacity to provide legal assistance in the principal language spoken in areas where most do not speak English as their principal language;
f. Has offices and/or outreach sites that are convenient and readily accessible;
g. Demonstrates the capacity to provide legal services in the priority issue areas in a cost effective manner;
h. Demonstrates the capacity to obtain other resources to provide legal assistance to the elderly;
i. Has a good relationship with the private bar and the ability to involve the private bar in providing legal assistance to the elderly;
j. May not use funds to directly or indirectly engage in activities intended to influence the passage or defeat of any legislation by the Congress of the United States or by any State or local legislative body or State proposals by initiative petition

RESPONSIBILITIES OF LEGAL ASSISTANCE PROVIDER

1. May NOT require an older person to disclose information about income or resources as a condition for providing assistance, but may ask as part of the process of providing legal advice, counseling and representation, or to identify other resources/benefits for which the older person may be eligible;
2. Maintain confidentiality;
3. Develop method to survey client satisfaction; this will also be done by ECOFA;
4. Give clients a voluntary opportunity to contribute to the cost of services;
5. Provide complete, accurate programmatic and fiscal reports to ECOFA in a timely manner and provide any additional information as needed;
6. Assist ECOFA with trainings for staff or programs for the elderly, regarding legal assistance, including, but not limited to:
    a. Telemarketing;
    b. Consumer Law;
    c. Home Improvement Scams;
    d. Fraud, Abuse and Exploitation of the Elderly;
    e. Health Care Proxies;
    f. Powers of Attorney;
    g. HMO and Other Health Care Related Issues;
    h. Managed Care Bill of Rights.

TARGET POPULATIONS

1) Non-Economic Factors such as: physical & mental disabilities; language barriers; cultural, social or geographical isolation.
2) Those in nursing homes, adult homes, assisted living or in need of assisted living arrangements, chronic health problems, inability to access health care, homeless or threatened with homelessness, live on subsistence income or threatened with the loss of subsistence income, proposed for or under guardianship, victims of abuse, neglect or exploitation (fraudulent and deceptive financial and consumer practices), physically isolated.

PRIORITY ISSUES

1. Income/Nutrition/Benefits
    a. Social Security; SSI; Food Stamps; Railroad Retirement; Workers Compensation; Unemployment Compensation; Pensions; HEAP; SCRIE; Section 8 Housing
2. Housing/Utilities
    a. Tenant Issues; Foreclosure; Home Repair Fraud; Utility Shut Offs; Energy Issues; Home Ownership/Real Property; Home Equity Conversion
3. Health/Long-Term Care
    a. Medicaid; Medicare; Nursing Home Issues; Adult Home Issues; COBRA; Other Insurance Issues; Home Health Care; QMB Issues
4. Guardianship/Abuse/Neglect
    a. Defense of Guardianship; Representative Payee; Abuse Cases; Financial Exploitation
5. Other Categories

a. Americans w/Disabilities Act; Grandparents' Rights; Divorce/Annulment/Separation (in order to obtain benefits)

6. Consumer
    a. Collection; Contracts/Warranties; Non-Health Insurance Issues; Tax; Loans/Installment Purchases
7. Miscellaneous
    a. Age discrimination in gaining housing, employment, services and credit.
    b. Preservation of personal autonomy such as Power Of Attorney, Health Care Proxy, Do Not Resuscitate orders, and Wills.
8. ECOFA does not provide legal assistance to defend criminal cases or handle fee-generating cases (cases which may be expected to generate a fee for the attorney, based on an award to the client from public funds or from the opposing property).

REFERRAL PROCESS

1. Any individual looking for assistance with legal issues will be referred to ECOFA
2. ECOFA staff will then gather pertinent information and determine whether or not it is something that ECOFA can assist the client with.
3. If a referral is needed to the contractor providing legal assistance services for ECOFA, the designated "Legal Services Referral Form" will be completed, which will indicate the services required. If additional service are required than what is contained on the referral, the contractor will first get approval from ECOFA.
4. Arrangements will then be made with the legal assistance provider to contact the client, whether it be by phone or face to face at their office.

VOUCHERING

1. Each month, the contractor will submit a voucher for payment of services.
2. A monthly progress report will also be sent with the voucher that provides ECOFA with:
    a. Individual Clients (to maintain client/attorney privilege, only the following information is required):
        i. Client's Name;
        ii. Number of Hours Designated to this client;
        iii. Any additional charges (if agreed upon prior with WHCOFA);
        iv. Indicate whether the continuation of services are needed or concluded.
    b. Education Program:
        i. Description of content of program;
        ii. Number of hours for each program;
        iii. Number of participants who attended program.

CONTRIBUTIONS

Since the contractor receives a monthly fee and does not bill individually for any client or service, clients will:

1. Send contributions directly to the ECOFA

ESSEX COUNTY OFFICE FOR THE AGING
MEDICAL TRANSPORTATION POLICY

POLICY: Essex County Office for the Aging (ECOFA) is dedicated to assisting our older adults in getting to their medical appointments. This service is provided by volunteers using their own vehicles and is available to Essex County residents 60(+) years of age, who are unable to use public transportation or who cannot make private arrangements. In addition to utilizing volunteers for this support, ECOFA employs a Motor Vehicle Operator with the primary role of transporting older adults to and from medical appointments.

PROCEDURE:

ELIGIBILITY REQUIREMENTS

1. Must be 60(+) years of age;
2. Can only be provided for medical appointments; AND
3. Cannot be receiving Medicaid; or
    a. All individuals with Medicaid can arrange transportation by calling Medical Answering Service (MAS) at 1-855-360-3541
4. Not able to use public transportation; or
5. Not able to arrange for transportation through friends, family, neighbors, or pay privately.

STEPS TO ARRANGE

1. To schedule medical transportation, please call the Essex County Office for the Aging at PH#(518)873-3695, between 8:00AM and 5:00PM, Monday through Friday.
2. Request for rides must be made at least two (2) weeks in advance, as we need ample time to coordinate with our volunteers.
3. Same day requests for rides cannot be honored, except in extreme emergencies, and only if a volunteer is available.
4. Clients must call OFA to set up the ride. If arrangements are not made through the OFA, the driver will not be reimbursed for the ride.
5. We ask that you inform us of any physical condition that may require extra assistance or if the use of any device such as a wheelchair, walker, or oxygen tank is necessary. Our volunteers can only provide minimal assistance.
6. ECOFA staff will then:
    a. Document the transportation request;
    b. Schedule ECOFA Motor Vehicle Operator if s(he) is available. If the Motor Vehicle Operator is not available, ECOFA staff will then call the group of medical transportation volunteers to see if anyone is able to provide transportation to the appointment. Once transportation has been arranged, ECOFA staff will contact the client to inform them who will be transporting them and what time they will be picked up.
    c. After the appointment, please enter the data into Peerplace for informational and billing purposes.
    d. For those volunteers whom wish to be reimbursed for mileage, they need to submit the Mileage Reimbursement request form to ECOFA. Once received, ECOFA staff will confirm that the transportation was arranged

through our office and payment request will be sent to Adirondack Community Action Program for processing.

GUIDELINES

1. Our approved transportation program volunteers are not able to provide transportation for the following;
    a. To visit a spouse or friend in a hospital, assisted living, or nursing home.
    b. To the grocery store, run errands, etc.
    c. Any type of procedure that will include anesthesia or requires for the older adult to be accompanied when they return home.
2. Every effort will be made to provide a ride for you as requested; however, because this service is provided by volunteers, we cannot always fill every request. We ask that appointments be made no later than 4:00 p.m. as it is difficult to obtain drivers for appointments that may keep them away late in the day.
3. NY STATE LAW REQUIRES THE USE OF SEAT BELTS. Our volunteer drivers must insist you wear a seat belt. If for some reason you cannot use a seat belt, a doctor's statement releasing you must accompany you on all trips. This is for your safety as well as the volunteer driver.
4. Please do not ask a volunteer to transport your pet, unless they are needed for medical purposes, you have a physician's statement, and the volunteer driver is okay with it.
5. Please respect our volunteer drivers and refrain from smoking in their vehicles or asking them to stop for a smoke break. If you wish to smoke, please do so before you enter the vehicle or after you reach your destination.
6. Please do not call volunteers directly. All arrangements need to go through the office.

CANCELLATIONS

1. Cancellations must be called into this office as soon as you know you will not need a ride. Our volunteers have re-arranged their schedules to accommodate you and need to know of any changes as soon as possible.
2. In the event of bad weather you may have to cancel an appointment. The volunteer will make the decision as to whether they are comfortable driving.

CONTRIBUTIONS

While there is no "charge" for this service, the Office for the Aging has set the following contribution guidelines: .67 cents per mile of transportation provided. All contributions are confidential and **voluntary** and will be used to expand the program to others who need this valuable service.

Please note that most of the people using this service appreciate the time, dedication, and efforts of our volunteers. ECOFA reserves the right to refuse service to any individual who abuses the program or is otherwise disruptive to our drivers in any way.

Requested revision on 12/9/2024 with Essex County Board of Supervisors

ESSEX COUNTY OFFICE FOR THE AGING
PROGRAM MONITORING POLICY

POLICY: Essex County Office for the Aging (ECOFA) will establish and maintain ongoing systems for monitoring both subcontracted and directly provided services. Formal on-site monitoring will occur at least once a year and documented.

PROCEDURE:

FREQUENCY OF MONITORING

Formal on-site program monitoring must occur at least once a year for AAA funded programs.

1. Contracts/Grants ≤$25,000 may occur once every two years as long as:
    a. ≤ $25,000;
    b. Funded services carry a low risk of health and safety problems; and
    c. Program has received at least one prior formal on-site monitoring visit;
    d. Must be reviewed using other means during "off-cycle" years.
2. Homemaking/Personal Care, housekeeper/chore, home health aide, home delivered meals, adult day care and congregate meal services must be done annually, regardless of the grant/contract amount.

MONITORING TOOL

The instrument used for the formal on-site program review must include the following:

1. Comparison of year-to-date units provided and clients served with projected/contracted levels;
2. Comparison of year-date expenditures with contracted/projected levels;
3. Examination of the actual cost per client and its reasonableness (where practicable);
4. Testing of reported units of service and reported expenditures. Must verify whether units of service and expenditures reported in a selected period of time(month or quarter) can be supported;
5. Review of the provider's timeliness in submitting vouchers and program reports;
6. Review of the extent to which target populations are being served;
7. Monitoring of progress toward accomplishing the targeting activities for low income minority older adults;
8. Analysis of the service provider's work with other providers and organizations to facilitate coordination and minimize duplication of effort;
9. Compliance with other key federal and state requirements:
    a. Conformance with Affirmative Action and Equal Employment policies and procedures;
    b. Compliance with prohibitions of using public funds to support sectarian, political and lobbying activities;
    c. Retention of program and fiscal records for a period of six years;
    d. Recognition to the Administration on Aging, SOFA and AAA, as approved by SOFA, in program brochures, flyers and other printed materials;
    e. Documentation of appropriate training plans for service staff and a random check of the provider's files to verify the type of training actually provided;
    f. Compliance with requirements that client information be treated confidentially;
    g. Use of equipment purchased with federal and state funds is for the chief benefit of the elderly, is available, in use, as well as tagged and coded as property of the AAA, and is listed on an inventory identifying its funding source;
    h. Documentation in compliance with requirements for Charities Registration with the State Attorney General's Office for specified not-for-profit organizations;

i. Compliance with requirements to allow program participants to voluntarily and confidentially contribute to the cost of services;
j. Documentation of grievance procedures for older individuals who are dissatisfied with or denied services;
k. Have a system in place to protect assets and safeguard funds.

FINDINGS

Findings from formal on-site monitoring visits must be shared with service providers or program managers at the conclusion of the on-site visit and through a written report summarizing the findings. If no compliance issues are identified, the written report should state that no response form the provider is required. However, if compliance issues are identified:

1. The AAA must require the subcontractor or direct service unit to respond to the report in writing and provide a plan for corrective action;
2. The report must establish a target date or timeframe for corrective actions reflecting the seriousness of the deficiencies;
3. If findings are of a health and safety nature or when other serious program and/or fiscal deficiencies are noted, corrective actions should be requested immediately or within a matter of days;
4. The timeframe for other types of corrective actions must not exceed two months;
5. When appropriate, the report may also include specific recommendations for correcting the deficiency(ies) or resolving the problem.

FOLLOW-UP ACTIVITIES

ECOFA must ensure that any findings receive the proper follow-up to ensure whether or not the corrective actions were implemented.

1. There will be close monitoring and documentation of the provider's progress in implementing corrective actions.
2. ECOFA will review the areas of non-compliance noted in any prior year to ensure they are still being addressed.
3. If the deficiency or areas of non-compliance that were identified affect client or worker health and safety, or are of another very serious nature, ECOFA will follow up on a regular basis, depending on the severity.
4. ECOFA may also consider terminating the contract if deemed necessary.

DOCUMENTATION

ECOFA will maintain documentation of:

Procedures for monitors to follow in conducting visits, using standardized tools, documenting activities, and timeframes for completing reports and follow-up.

1. A schedule/calendar for monitoring services and programs which receive funding through SOFA.
2. Each formal on –site monitoring visit that is completed must document:
3. Date of the on-site work;
4. Areas that were reviewed;
5. Note title and date of any documents reviewed;
6. Findings and any necessary corrective actions;
7. Service provider's written response and, if required, it's corrective action plan;
8. Follow-up efforts by ECOFA to insure that corrective actions were taken;
9. For "desk" reviews and monitoring, there must be documentation of:
    i. Date(s) the work was done;
    ii. Brief description of what was reviewed;

iii. Any problems noted; and
iv. Follow–up

DIRECTLY PROVIDED SERVICES

1. The required level of compliance is the same whether the service is directly provided by the ECOFA or a contractor.
2. Monitoring of directly provided services will be conducted by the Director.

ESSEX COUNTY OFFICE FOR THE AGING
EISEP/CASE MANAGEMENT POLICY

POLICY:
Essex County Office for the Aging (ECOFA) will provide case management services to those individuals eligible for in-home services and supports under the Expanded In-Home Services for the Elderly Program (EISEP) in accordance with guidelines as set form by the New York State Office for the Aging (NYSOFA).

PROCEDURE:
CASE MANAGER REQUIREMENTS

1. A designated case manager or case management supervisor or staff responsible for conducting assessments and/or reassessments, developing care plans, authorizing services, or terminating or discharging clients from the program shall, at the time of assuming such responsibilities:
    a. meet the educational, professional and/or experiential requirements of the program standards:
    b. participate in any training required by NYSOFA and receive an orientation by the area agency regarding local program administration, management, policies and procedures; client rights; and the program's service area in terms of the characteristics of the community and the service delivery system;
    c. participate in at least 16 hours of locally arranged in-service training per program year; and
    d. have or be a designated case management supervisor.
2. Only persons meeting the qualifications and training requirements shall conduct assessments or reassessments, do care planning, authorize services, terminate or discharge clients from the program.
3. A designated case manager must be assigned to each client.
4. All potential EISEP clients must be screened using the standardized process and instrument prescribed by the office, unless the area agency has received approval to use a different instrument.
5. The case manager shall arrange for additional medical, nutritional, mental health or housing assessments to be conducted if the assessment indicates a need for such, provided, however, that:
    a. no nursing or other medical assessment shall be required for EISEP participation unless the office has approved the area agency's procedure for providing such nursing assessments required and financed by another program.

ASSESSMENT AND REASSESSMENT OF INDIVIDUALS RECEIVING EISEP SERVICES
An assessment shall be conducted for each EISEP service applicant:

1. identifying the older person's problems and care needs in the major functional areas, including information necessary to determine the individual's functional level and to identify unmet care needs;

2. no later than 10 working days after completion of the screening process unless impracticable, in which case an assessment shall be conducted when such services become available;
3. prior to providing any in-home services, ancillary services, or non-institutional respite services or, if the record documents an emergency, within five working days after the start of service delivery;
4. face-to-face with the older person or their authorized representative, unless impracticable;
5. in the older person's usual living environment, unless impracticable, except that it may be conducted in another setting if the older person is institutionalized or will be temporarily residing in another residence, in which case, a home visit shall be conducted within five working days of the individual's return to his or her usual residence; and,
6. involving informal caregivers if the older person does not object to the involvement of such caregiver.

CARE PLANS

1. A care plan shall be developed as specified by the office for each EISEP client within six working days of the completion of the assessment, in consultation with the client and, if authorized by the client, in consultation with the primary informal caregivers or authorized representative.
    a. For each client, the extent of the involvement of caregivers in the provision of assistance will be documented in the care plan.
2. A copy of the agreed upon care plan shall be given to the client or his or her authorized representative and, if requested by the client, informal caregiver. In-home services agencies providing in-home services shall receive, at a minimum, a summary of the care plan. Other providers identified in the care plan shall receive, at a minimum, the necessary information to provide services.
3. A care plan may be in effect for no longer than 12 months before reassessment

REASSESSMENTS

1. A reassessment meeting the requirements of this section shall be conducted for each EISEP client at least every 12 months from the date that the client was most recently assessed or reassessed; or
2. Within five working days from the time the case manager becomes aware of circumstances raising questions regarding the appropriateness of the current care plan;
3. Except that a reassessment may be temporarily delayed if requested by the client or his or her authorized representative or if the client is institutionalized and there is a temporary change in his or her condition which will affect the information collected.

CASE RECORDS

6. There shall be compiled and maintained a case record for each EISEP client containing all documents required to record the activities related to the performance of all components of case management. Each case record shall contain:
    a. the completed screening instrument;
    b. the completed assessment instrument and all subsequent reassessments;
    c. care plans current and past, containing all the information;

d. copies of all service request and authorization forms;
e. documentation of the provision of any emergency service provided;
f. copies of any consent forms signed by the client authorizing the sharing of otherwise confidential information;
g. a case narrative that includes all ongoing activities and their dates;
h. a form signed by the client or authorized representative indicating that he or she has been informed, understands and has received a written copy of the client's rights; and,
i. a copy of the completed instrument used to determine the client cost-sharing amount. (If a client wishes to participate in the program but not reveal his or her financial situation, this instrument shall say so and include a statement signed by the client or his or her authorized representative acknowledging that he or she understands that as a consequence the client will pay the full cost of in-home, non-institutional respite, and ancillary services received.) Please refer to 19-PI-16 for additional procedures as it pertains to EISEP Cost Share Collection Standards.

7. Client case records shall be:
    a. subject to review only by the client, his or her authorized representative, designated case manager, case manager supervisor, area agency, NYSOFA, other authorized staff, and authorized program or fiscal monitoring agents;
    b. updated in a timely manner; and
    c. maintained for six years from the end of the State fiscal year in which the client was discharged from the program.

SUPERVISION REQUIREMENTS

1. Case management supervisors shall review the client case records of each case manager at least annually.
2. Monitoring of case management must include reviews of client files.
3. In-Home supervisory visits of home care workers must be done at least every 6 months.
4. Individuals assigned to the EISEP Program will be contacted at a minimum of every 2 months.

MEDICAID ELIGIBLE

Through the annual income review or at any time a client notifies the EISEP Case Manager that they may be eligible for Medicaid, the EISEP Case Manager will:

1. Assist in applying for Medicaid if such applicant or client reports, during any procedure:
    a. income and assets equal to or below the levels specified for Medicaid eligibility; or
    b. assets equal to or below the level specified for Medicaid eligibility and qualifying medical expenses equal to or exceeding the amount by which such person's income exceeds the level specified for Medicaid eligibility, providing that no such application shall be required if such person does not have available, prior to paying such medical expenses, funds equal to or exceeding the amount by which such person's income exceeds the level specified for Medicaid eligibility.

IN-HOME SERVICE AGENCIES STAFF REQUIREMENTS/TRAINING

1. Criminal History Check
    a. An in-home services agency that is a licensed home care services agency or a certified home health agency providing in-home services shall comply with SDOH requirements for a criminal history check to the extent required by 10 NYCRR Part 402.
    b. Agencies providing in-home services other than licensed home care services agencies or certified home health agencies, including area agencies directly providing in-home services, shall complete a criminal history check on all in-home services workers and applicants.
    c. Under consumer directed in-home services, the consumer or the consumer representative must be informed by the case manager or fiscal intermediary as designated by the area agency of the option(s) to require a prospective in-home services worker to complete a criminal history check.
    d. An in-home services agency, area agency directly providing the services or, under consumer directed in-home services, the consumer or consumer representative in conjunction with the fiscal intermediary shall comply with SDOH health requirements for in-home services workers pursuant to 10 NYCRR section 766.11(c) and (d) or any successor regulation.
2. Each in-home services worker shall receive an annual assessment of his or her performance and effectiveness except under consumer directed in-home services no such assessment is required.
3. The in-home services agency or area agency directly providing the services shall have liability or other insurance coverage in an amount sufficient to protect the area agency from any potential liability claims resulting from acts, omissions, or negligence of in-home services agency or area agency personnel. An area agency on aging sponsored by a county or other unit of general purpose local government may satisfy the insurance coverage requirement through self-insurance. The in-home services agency shall maintain such insurance coverage while its contract with the area agency is in effect and the area agency directly providing the services shall maintain such coverage while it is providing the services.
4. Each person providing Personal Care Level I services shall:
    a. be instructed, prior to delivering any in-home services, on how to work with older adults;
    b. receive an orientation, prior to delivering any in-home services to:
        i. the housekeeping/chore tasks which the worker may perform;
        ii. the policies and procedures of the provider agency; and
        iii. the rights of clients as set forth in section 6654.16(ai) of this Part;
    c. receive on-the-job training as needed to instruct the Personal Care Level I worker in a particular skill or technique or to assist in resolving problems in individual care situations.
    d. Each person performing Personal Care Level II services shall participate successfully in a training program that meets the requirements described in 18 NYCRR section 505.14(e)(1)-(4) and (7); or meets the training requirements as described in 10 NYCRR section 700.2(b)(14)(i) or (ii).

5. At the request of the consumer or consumer representative additional training may be provided. If such training is available, the case manager or fiscal intermediary as designated by the area agency will inform the consumer or consumer representative what additional training is available to the consumer or consumer representative and the in-home services worker, and the entity(ies) responsible for providing it.
6. Each in-home services worker shall:
    a. have or be designated a supervisor who shall:
        i. be a registered professional nurse who is licensed and currently certified to practice as a registered professional nurse in New York State, meets the health requirements specified in subdivision (l) of this section and either has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience, or acts under the direction of a registered professional nurse who has at least two years satisfactory recent home health care experience or has a combination of education and experience equivalent to at least two years of satisfactory experience with at least one year of home health care experience; or possess a bachelors degree with a major in social work, psychology, counseling or related field and one year of experience in the health or social services field; or have five years of related experience; and
        ii. have received an orientation from the area agency on EISEP's design, objectives, local administration, standards, policies and procedures;
    b. receive the first supervisory visit in the home of each client to whom he or she is regularly assigned within five working days of the first time he or she is to provide services to the client, unless impracticable. If the visit does not take place the first time the worker is to provide services to the client, the supervisor shall contact the client by phone or letter, prior to service delivery, to inform the client of who the worker will be. The first in-home supervisory visit shall include:
        i. demonstration and instruction to the worker and the client concerning specific tasks to be performed;
        ii. orientation to the client and worker; and
        iii. clarification of the roles and responsibilities of the worker, the client and the supervisor in relation to the service plan;
    c. receive regular supervision by the designated supervisor in each client's home at least every six months during which the supervisor shall:
        i. evaluate the skills and performance of the in-home services worker;
        ii. provide to the in-home services worker information, consultation, instruction, and demonstration as needed;
        iii. determine the extent to which client needs are appropriately and adequately being met;
        iv. follow up, as specified by the case management agency, with the client's case manager to report the findings of the supervisory visit; and
        v. provide the client and his or her authorized representative an opportunity to discuss in privacy with the supervisor the service being provided;

d. receive administrative supervision on a regular basis.

7. Records of an in-home services agency, area agency directly providing the services or the fiscal intermediary under consumer directed in-home services are subject to review only by the client, his or her authorized representative, case manager, case manager supervisor, area agency, the office, other authorized staff, and authorized program or fiscal monitoring agents.
8. An in-home services agency or area agency directly providing the services shall maintain a case record for each client receiving in-home services:
    a. containing:
        i. current and past care plan summaries;
        ii. a copy of the current and past authorizations for service;
        iii. a list of names and dates of workers who provide the in-home services;
        iv. dated verifications of service provision, signed by the client or his or her authorized representative;
        v. accident or incident reports;
        vi. on-going narrative notes of a substantive nature that include but are not limited to:
            1. observations;
            2. problems;
            3. plans of action;
            4. records of telephone contacts; and
            5. records of in-home supervisory visits;
    b. updated in a timely manner; and
    c. maintained for six years from the end of the State fiscal year in which the client last received services.
9. An in-home services agency or area agency directly providing the services shall maintain a personnel record for each in-home services worker containing evidence of compliance with this section. No reimbursement shall be available for services provided by individuals who are not trained and supervised in accordance with this section.

ESSEX COUNTY OFFICE FOR THE AGING
EISEP POLICY

POLICY:
Essex County Office for the Aging (ECOFA) will provide in-home services and supports under the Expanded In-Home Services for the Elderly Program (EISEP). EISEP is a coordinated package of non-medical services and supports developed from an assessment to assist older adults who need help with Activities of Daily Living and Instrumental Activities of Daily Living. The EISEP program was designed to help older adults in need of the above services to remain at home, as long as they are safe, and be as independent as possible. Administered by the New York State Office for the Aging (NYSOFA).

PROCEDURE:
ELIGIBILITY REQUIREMENTS

1. Must be 60(+) years of age;
2. In need of assistance with an activity of daily living (ADLs-bathing, dressing, toileting, continence issues, transferring, walking and eating), or two instrumental activities of daily living(IADLs-housekeeping, shopping, preparing meals, managing money, laundry, transportation use, telephoning and taking medication), which cannot be met by informal supports;
3. Able to be maintained safely in the home;
4. Not eligible for similar services through Title XVIII, Title XIX, Title XX, Medicaid or any other governmental agency.

ELIGIBLE SERVICES

1. Homemaker/Personal Care
2. Housekeeper/Chore Services
3. Non-Institutional Respite Services
4. Ancillary Services
5. Case Management

HOUSEKEEPER/CHORE SERVICES – PERSONAL CARE LEVEL 1(PC1)
Personal Care Level I services include some or total assistance with only the following tasks on behalf of or to assist a client:

1. making and changing beds;
2. dusting and vacuuming the rooms which the client uses;
3. light cleaning of the kitchen, bedroom and bathroom;
4. dishwashing;
5. listing needed supplies;
6. shopping for the client if no other arrangements are possible;
7. the client's laundering including necessary ironing and mending;
8. meal preparation, including simple modified diets;
9. payment of bills and other essential errands; and
10. escort to appointments and community activities may also be included under EISEP.

HOMEMAKER/PERSONAL CARE – PERSONAL CARE LEVEL II(PC2)

Personal Care Level II services include only:

1. some or total assistance with the tasks listed in subdivision (f) of this section; and
2. some or total assistance with:
    a. bathing of client in the bed, tub or shower;
    b. dressing;
    c. grooming, including care of hair, shaving, and ordinary care of nails, teeth and mouth;
    d. toileting, including assisting the client on and off the bedpan, commode or toilet;
    e. walking, beyond that provided by durable medical equipment, within and outside the home;
    f. transferring from bed to chair or wheelchair;
    g. preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets;
    h. feeding;
    i. administration of medication by the client, including prompting client of time, identifying the medication for the client, bringing the medication and any necessary supplies or equipment to the client, opening the container for the client, positioning the client for medication and administration, disposing of used supplies and materials and storing the medication properly;
    j. routine skin care;
    k. using medical supplies and equipment such as walkers and wheelchairs; and
    l. changing simple dressings.

NON-INSTITUTIONAL RESPITE SERVICES

EISEP non-institutional respite services may only be provided to clients receiving ongoing care from informal caregivers pursuant to a service plan based on the overall care plan developed which documents a need for such respite to support or enhance such informal care.

1. Respite consisting of paid supervision shall:
    a. utilize only workers who have been screened for any history of client abuse and any history of conviction for a related felony;
    b. not permit paid supervision workers to deliver any in-home services; and
    c. include 24-hour respite only if provided in the client's home or the home of the primary informal care giver.
2. Respite consisting of adult day care may not be used to cover the cost of medically oriented services such as medical care, skilled nursing care, skilled therapies, dental care, audiology, podiatry or ophthalmology.
3. Non-institutional respite may not be provided in adult homes.
4. Non-institutional respite may consist of any of the following: homemaker/personal services, housekeeper/chore services, paid supervision, and nonmedical adult day care.
5. EISEP payments to providers of respite in congregate settings must only be for services provided to individual clients enrolled in EISEP and pursuant to EISEP care plans and cannot be used to subsidize, in whole or in part, services provided to persons not enrolled in EISEP.

ANCILLARY SERVICES

Flexible category of non-medical services, items/goods and other supports which are intended to provide an individual with the ability to remain safely in the community. Can only be provided to an EISEP client pursuant to their plan of care. This service must be documented in their care plan and reviewed. Can only be made is no other payment source is available.

1. Types:
    a. Those that maintain or promote the individual's independence such as:
        i. Purchase/renting of durable equipment such as commodes, walkers, wheelchairs, large button telephone;
        ii. Purchase/rental, maintenance and repair of appliances, such as stoves, fans and similar items;
        iii. Personal and household items;
        iv. Social adult day services;
        v. Transportation to needed medical appointments, community services and activities;
    b. Those that maintain, repair or modify the individual's home so that it is safe and adequate living environment, such as:
        i. Removal of architectural/physical barriers;
        ii. Home maintenance and chores;
        iii. Heavy house cleaning.
    c. Those that address everyday tasks, such as:
        i. House cleaning;
        ii. Laundry;
        iii. Grocery shopping, shopping for other needed items and other essential errands;
        iv. Bill paying and other essential activities;
        v. Providing meals;
        vi. Escort to appointments and other community activities
    d. Personal emergency response systems (PERS).
    e. Examples – w/c rentals,
2. Services that CANNOT be covered under ancillary services are:
    a. Food, except for meals provided under the nutrition program administered by an area agency or other meals that the area agency has determined meet the nutritional requirements of such program;
    b. Housing expenses which include, but are not limited to, expenditures for rent, mortgage, property taxes, heating fuel, gas, electricity, water, sewage, garbage collection, cable television and telephone services;
    c. Items or services that can be obtained only with a prescription or doctor's order
3. Documentation verifying the receipt of the ancillary service must be maintained in the client case record.
4. For any item or alteration to be left in the client's home for an extended period or permanently, the area agency must have a signed agreement with the client that includes statements regarding ownership of the item or alteration and the responsibilities of the client and agency regarding the item or alteration. Moveable durable items remain the

property of the area agency until the area agency determines that the item has no appreciable value.

5. See EISEP Ancillary Services Policy for more specifics and how to process.

CASE MANAGEMENT

All participants receive case management services, and at no cost. The importance of case management services is to assist the client and their informal caregivers with navigating the system, maximizing the services they can receive and provide ways to deal with the strain of meeting long term care needs. The components of case management include: screening, client assessment, care planning, determining eligibility, arranging and authorizing service delivery, care plan implementation, services follow-up and client monitoring, reassessment and discharge.

See EISEP Case Management Policy for more specifics.

COST SHARING

Since those who can afford to pay for services should do so, based on their ability to pay, EISEP participants must contribute toward the costs of all non-case management services they receive. This cost-sharing helps expand the availability of services. A financial assessment is done for each participant to determine the amount of their income available for cost-sharing. Please refer to the most recent program instruction for current program specifics. [currently 19-PI-16]

See EISEP Cost Sharing Policy for more specifics.

CLIENT RIGHTS AND CONFIDENTIALITY

All information is confidential and is shared only with others involved in the arrangement or provision of services to the client pursuant to written consent from the client or authorized representative.

1. Case management staff shall ensure that EISEP client rights are protected in all aspects of the program and the agency shall have written policies and procedures regarding the rights of clients, including client complaints.
2. All case management staff shall be trained on the rights of clients.
3. Each client or authorized representative shall:
    a. be informed of his or her rights in writing, at the time of admission into the program;
    b. participate in the development, revision and termination of the care plan, and be informed of all services to be provided and, when and how services will be provided;
    c. be given the name, address, telephone number and functions of any person and affiliated agencies providing care or services;
    d. be given the name, address and telephone number of the designated case manager in order to ask questions, express complaints, report absences of workers, and seek aid in emergencies;
    e. have the right to refuse any portion of the plan, except case management, without loss of other services after being fully informed of and understanding the consequences of such actions;

f. have the right to recommend changes in policies and services to program staff, area agency on aging staff and office staff;
g. be encouraged and assisted to exercise his or her rights to voice complaints and to seek protection from mental, physical and financial abuse, mistreatment or neglect;
h. be informed both verbally and in writing of the agency's complaint procedures and of the right to seek the assistance of outside representatives of his or her choice to resolve complaints, free from interference, coercion, discrimination or reprisal;
i. be informed of his or her right to review his or her case record;
j. be discharged from the program only in accordance with the listed;
k. be treated with consideration, respect and full recognition of his or her dignity and individuality that shall include the delivery of services in a respectful manner compatible with his/her cultural and religious beliefs, practices and preferred language;
l. be shown proper and current identification by any person providing services in the home;
m. have his or her wishes regarding his or her home environment, furnishings and possessions respected;
n. be entitled to expect that any person coming into the home will exhibit appropriate standards of behavior;
o. be assured of confidential treatment of his or her case records;
p. be notified in writing of his or her right to a hearing and a review if he or she contests his or her program eligibility, amount of cost share or is involuntarily discharged from the program;
q. be entitled to receive EISEP services without regard to race, creed, color, national origin, gender, age, disability, sexual orientation, gender identity, marital and/or familial status, political affiliation, military status, arrest or conviction record, status as a victim of domestic violence, predisposing genetic characteristics or any other protected characteristics under relevant Federal and New York State civil rights laws and regulations (except that all program eligibility requirements for the program are met before services can be provided); and
r. not be required to pay any money beyond the cost-sharing amount.

4. The case management agency shall have procedures to protect the safety of the client and confidentiality of the information about the client contained in the record.

STEPS TO MAKE A REFERRAL

ECOFA directly provides the Case Management piece of EISEP and subcontracts with a home care agency for PC Level I and II and a PERS provider for ancillary services. If a client calls inquiring about EISEP services:

1. Transfer them to the EISEP Coordinator.
2. The EISEP Coordinator will then:
    a. Obtain client information;
    b. Obtain "Informed Consent";
    c. Assist with completion of all necessary NYSOFA approved tools;

d. Case Consult with the Director to get permission to make the referral;
e. Complete a comprehensive assessment (on NYSOFA approved form) to determine if the client is eligible, decide on the type and amount of services to be provided, determine cost share, if any, work with client and family to develop plan of care.
f. Verbal authorizations of service delivery shall be confirmed in writing within five working days by case management workers using standard forms approved by the area agency on aging for use with formal and informal service providers.
g. A schedule of services to be provided by both formal and informal providers shall be given to the client and, to the extent appropriate, service providers.
h. All approved authorizations will be reviewed by the Director and then referred to the appropriate provider.

DISCHARGE

1. A client shall be discharged from EISEP if the client or his or her authorized representative requests discharge or if the client:
    a. no longer meets the eligibility requirements;
    b. refuses to undergo an assessment, to agree to a care plan, to allow for in-home visits by the case manager or other staff under the direction of the case manager, to agree to validate income information if requested to do so for purposes of determining Medicaid eligibility or cost sharing, or to provide cost sharing as required; or
    c. is not expected to need services within the next 90 days;
2. If it appears that a client being discharged has need of services, the client shall be assisted in seeking appropriate care;
3. Clients who willfully fail to make payments shall be terminated from the program and shall be ineligible for any services under EISEP until payment of past cost sharing is received; however
4. Each client who is being involuntarily discharged or the client's authorized representative, shall be given:
    a. an opportunity to be heard on whether such cost sharing was paid or why not;
    b. written notification of the proposed termination of services, at least five(5) working days prior to discharge that:
        i. states the reason(s) for discharge;
        ii. includes information regarding how to obtain a local hearing on the discharge.

OFA BUDGETING

1. In-Home Services should not exceed 33% of the State & County share of the EISEP budget.
2. Ancillary Services cannot exceed 33% of the total county State EISEP and local match budget.
3. Expenditures must be counted for in the month in which they occurred, not the month they were billed or paid.
4. NYSOFA will not reimburse any expenditures incurred for nursing assessments or other nursing services.

5. The office reimburses area agencies with EISEP services allotments for 75 percent of approved expenditures, up to statutory limits. For the purposes of this section, proceeds from required cost sharing and participant contributions not used as local match shall be excluded from approved expenditures.

CONTRACTING FOR SERVICES

1. Rate Negotiation
    c. ECOFA will negotiate their Personal Care Level I and Level II (PC1 and PC2) rates with its home care providers. NYSOFA no longer requires that the rates be kept at or below the Fee For Service (FFS) Medicaid rate. See 15-PI-19. However, ECOFA will negotiate rates in a manor to ensure that the population is served with the funds available, and not exorbitant.
    d. A rate increase or decrease of 20% or more, must be explained in the four year plan and budget modifications.
2. Monitoring
    a. Will be completed yearly by the Director or other qualified staff using the appropriate form.
    b. This process is utilized to ensure that the contractor is abiding by the rules and regulations of the EISEP program.
    c. Satisfaction surveys will be sent out by ECOFA.
    d. Any concerns/issues will be addressed with the contractor during the monitoring process, the contractor will be given the opportunity to correct the concern, but will do so as soon as possible. ECOFA will review these corrections.
    e. Any situation posing a possible severe or imminent threat to the health or safety of the client or any indication of possible abuse, mistreatment, or neglect of the client shall be documented in the client case record and reported to the local social services district, public health office, police or other appropriate agency immediately.

ESSEX COUNTY OFFICE FOR THE AGING
EISEP COST SHARING POLICY

POLICY:
Essex County Office for the Aging (ECOFA) can provide EISEP services to allow those eligible for such to remain at home, as long as they are safe, and be as independent as possible, following the New York State Office for the Aging (NYSOFA) guidelines.

PROCEDURE:
Since those who can afford to pay for services should do so, based on their ability to pay, EISEP participants must contribute toward the costs of all non-case management services they receive. This cost-sharing helps to expand the availability of services. A financial assessment is done for each participant to determine the amount of their income available for cost-sharing. Please refer to the most recent program instruction for current program specifics.

1. Adjusted Income Levels:
    a. <150% Poverty Level = Zero contribution (unless they are eligible for Medicaid)
    b. 150-250% = Contributions Based on Sliding Scale
        i. No cost sharing will be charged for durable items provided on a loan basis
    c. >250% = Full Cost of Care
2. Income Includes:
    a. Income of the client's spouse if the client is living with his or her spouse; and
    b. Monthly income minus the threshold and housing adjustment;
        i. monthly income is the client's income during the month in which the client's care plan is prepared, including a proportionate share of annual income received less frequently than monthly;
        ii. the threshold is the amount of monthly income to be exempt from cost-sharing for all clients as specified by the office;
        iii. the housing adjustment is the amount by which the client's average monthly housing expenses exceed 40 percent of the threshold, except that the housing adjustment shall not exceed 40 percent of the threshold.
    c. Consisting of money regularly received, after the payment of Federal, State, and local personal income taxes, from:
        i. wages or salary;
        ii. net income (gross income minus expenses incurred in generating the income up to the amount of gross income) from:
            1. farm and nonfarm self-employment;
            2. buying and selling real or personal property on a regular basis;
            3. roomers or boarders and rental of property;
            4. social security old-age, survivors, and disability insurance benefits;
            5. pensions and annuities; and
            6. interest and dividends.
3. Income Excludes:
    a. Income from participation in the Senior Community Services Employment Program under title V of the Older Americans Act, Job Training Partnership Act,

Foster Grandparent Program, or other programs established to foster employment of lower income elderly or to support volunteer efforts by the elderly;

b. Unearned income from one-time lump sum payments such as insurance benefits, irregular gifts or contributions, the Real Property Tax Credit, and the Low-Income Home Energy Assistance Program;
c. Sums which the client is obligated to repay, such as proceeds from reverse mortgages and other home equity conversion plans; and
d. Goods, services, or benefits received in kind, such as food stamp coupon allotments;

4. Housing expenses are costs incurred against the client's income for renting or owning the housing unit in which the client lives, including rent, property taxes, mortgage payments, heating, telephone installation and local service, and other utilities;
5. Average monthly housing expenses are housing expenses payable from the client's income during the month in which the client's care plan is prepared, including a proportionate share of annual heating and other costs which occur less frequently than monthly or are subject to seasonal variation.
6. Cost-sharing charged a client equals the adjusted cost of in-home, ancillary, and non-institutional respite services received by the client under the care plan, multiplied by the percentage of cost to be charged given the client's adjusted monthly income as specified in the current cost-share schedule specified by the office, except that total cost sharing charged a client living with a spouse who is also a client receiving in-home, ancillary, or non-institutional respite services under a care plan shall not exceed one half the adjusted monthly income, and total cost-sharing charged any other client shall not exceed the client's adjusted monthly income.
    a. The adjusted cost of an in-home, ancillary, or non-institutional respite service equals the number of units received by the client under the care plan multiplied by the unit cost for the service under the county's approved county home care plan for functionally impaired elderly (or, if no such cost is stated in the plan, the actual cost incurred in providing or purchasing the service for the client) or, for clients required to pay less than the full cost of the service, by the lesser of the unit cost specified in such approved plan (or, if none, the actual cost incurred) or the statewide average unit cost of the service, if any, as specified by the office.
    b. The percentage of cost to be charged a client shall be determined according to the client's adjusted monthly income in accordance with the current cost-share schedule specified by the office.
7. A copy of all documents used in determining the extent of cost sharing required from a client, including forms specified by the office, shall be maintained in the client's case record.
8. Unless the applicant voluntarily agrees to pay the full cost of EISEP in-home, non-institutional respite and ancillary services received under the care plan, each applicant or his or her authorized representative shall:
    a. declare sources and amounts of income of the client and, for clients living with their spouse, of the spouse of which the client is aware or which are available to meet the needs of the client;
    b. provide information necessary for assessing potential Medicaid eligibility;

c. sign a statement prescribed by the office attesting to the truthfulness of declarations and agreeing to provide supporting documentation upon request;
d. sign a cost sharing agreement promising to pay the required cost sharing and to notify the case manager or designated case management staff of any changes in income or expenses that would affect the amount of cost sharing required of the client; and
e. to receive a housing adjustment, declare the kind, amount, and recipient of housing expenses.

9. The case manager:
   a. shall ensure that clients or their authorized representatives receive assistance as requested by clients or representatives in reviewing financial documents;
   b. shall sign the cost-sharing agreement attesting that the information contained therein is consistent with information provided by the client or his or her authorized representative and with any other available information;
   c. may require the client or his or her authorized representative to provide documentation to verify the accuracy of declarations;
   d. shall ensure the computation of cost sharing and the execution of a cost sharing agreement in accordance with the regulations;
   e. shall ensure that no cost sharing is required for services not received by a client or received prior to the cost sharing determination pursuant to this section; and
   f. shall ensure that the client's cost-sharing obligations are re-determined and a new cost-sharing agreement is developed if requested by the client or his or her authorized representative or if there is a change in in-home, ancillary, or non-institutional respite services to be provided the client under the care plan; the client's adjusted monthly income; or the status of the client in a way that may affect the terms of the cost-sharing agreement, including new medical expenses that could make the client eligible for Medicaid.

10. Cost-sharing agreements shall:
   a. clearly present the responsibilities of the client for payment of cost sharing, including payment schedules, billing practices and payment procedures;
   b. describe the client's liability for the payment of cost sharing, including:
      i. the maximum amount of cost sharing the client could be required to pay per month, regardless of the extent of services received under the care plan, based on the client's adjusted monthly income;
      ii. the cost-sharing rate for the client;
      iii. the time period covered by the agreement, which shall not exceed the period covered by the client's care plan;
      iv. the projected number of units of each in-home, non-institutional respite, and ancillary service covered by the agreement, which shall be the same as in the client's care plan during the period covered by the agreement; and
      v. the estimated dollar amount of cost sharing the client will be required to pay if the units of service covered by the agreement are received by the client as planned;
   c. be modified or replaced when a redetermination of cost sharing is conducted; and

d. not be presented to the client or his or her authorized representative for signature until such person has been informed in writing of policies and procedures governing payment, redetermination and nonpayment of cost sharing, including the right to a redetermination or a hearing regarding the extent of cost sharing required of the client.
e. ECOFA and its contractors will use the "EISEP or CSE Client Agreement"

11. Collection of cost sharing shall be consistent with NYSOFA standards:
    a. which may include the opportunity to pay equal amounts over the period covered by the cost-sharing agreement; and
    b. which shall provide that no client shall be requested to pay a cost share for services for an amount in excess of the client's maximum monthly cost sharing as set forth in the cost-sharing agreement;
    c. which shall designate authorized staff or agents to receive such cost sharing on behalf of the area agency.

Essex County Board of Supervisors

Resolution No. 295 ***December 30, 2024***
Hurricane Rd over Spruce Hill Brook ***Last Day of the Annual***
Keene, P.I.N.1762.98

RESOLUTION AUTHORIZING THE IMPLEMENTATION AND FUNDING OF THE COSTS OF 100% OF THE COSTS OF A TRANSPORTATION PROJECT, WHICH MAY BE ELIGIBLE FOR FEDERAL-AID AND/OR STATE-AID, OR REIMBURSEMENT FROM BRIDGE NY FUNDS

The following resolution was offered by Supervisor Wilson, who moved its adoption.

Upon the recommendation of the DPW Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, a project for the Bridge NY Culvert, Hurricane Road over Spruce Hill Brook, Town of Keene, Essex County P.I.N. 1762.98/D041663 (the "Project") is eligible for funding under Title 23 U.S. Code, as amended, that calls for the apportionment of the costs of such program to be borne at the ratio of 0% Federal funds and 100% non-federal funds; and

WHEREAS, the County of Essex will design, let and construct the Project; and

WHEREAS, the County of Essex desires to advance the Project by making a commitment of 100% of the costs of the work for the Project or portions thereof.

NOW, THEREFORE, the Essex County Board of Supervisors duly convened does hereby

RESOLVE, that the Essex County Board of Supervisors hereby approves the above-subject project; and it is hereby further

RESOLVED, that the Essex County Board of Supervisors hereby authorizes the County of Essex to pay in the first instance 100% of the cost of Design and Construction phase of work for the Project or portions thereof, with the understanding that qualified costs may be eligible for federal-aid, state-aid, or reimbursement from Bridge NY funds; and it is further

RESOLVED, that the sum of $792,000.00 (Seven hundred and ninety two thousand dollars and zero cents) is hereby appropriated and funds made available to cover the cost of participation in the above phase(s) of the Project; and it is further

RESOLVED, that the Essex County Board of Supervisors hereby agrees that the County of Essex shall be responsible for all costs of the Project which exceed the amount of federal-aid, state-aid, or Bridge NY funding awarded to the County of Essex; and it is further

RESOLVED, that in the event the Project costs not covered by federal-aid, state-aid or Bridge NY funding exceed the amount appropriated above, the Board of Supervisors of the County of Essex shall convene as soon as possible to appropriate said excess amount immediately upon the notification by the New York State Department of Transportation thereof; and it is further

RESOLVED, the County of Essex hereby agrees that construction of the Project shall begin no later than twenty-four (24) months after award and the construction phase of the Project shall be completed within thirty (30) months; and it is further

RESOLVED, that the Chairman of the Board of Supervisors or the Essex County Manager be and is hereby authorized to execute all necessary Agreements, certifications or reimbursement requests for federal-aid and/or state-aid with the New York State Department of Transportation in connection with the advancement or approval of the Project and providing for the administration of the Project and the County of Essex funding of Project costs and permanent funding of the local share of federal-aid and state-aid eligible Project costs and all Project costs within appropriations therefore that are not so eligible; and it is further

RESOLVED, that a certified copy of this Resolution be filed with the New York State Commissioner of Transportation by attaching it to any necessary Agreement in connection with the Project; and it is further

RESOLVED, that this Resolution will take effect immediately.

This Resolution was duly seconded by Supervisor Stanley, and adopted upon a roll-call vote, as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County Board of Supervisors

Resolution No. 296 ***December 30, 2024***
Last Day of the Annual

RESOLUTION AUTHORIZING THE PURCHASING AGENT TO AWARD BIDS, ISSUE CONTRACTS/AGREEMENTS OR PURCHASE ORDERS

The following resolution was offered by Supervisor Monty, who moved its adoption.

Upon the recommendation of the various Committees, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

BE IT RESOLVED, that the Essex County Board of Supervisors hereby authorizes the Purchasing Agent to award a contract/agreement or purchase order for the following:

DPW Committee:

1. DPW - contract to H&T Engineering Services, PLLC, , in the amount of $122,376.00, for professional engineering services to include preliminary design, final design, permitting, construction documents, bid phase and construction phase services for Hurricane Road over Spruce Hill Brook culvert replacement project located in the Town of Keene, with funds to come from budgeted Culvert NY funds.

2. DPW - purchase order to Lucky's Trailer Sales, Inc., in the amount of $13,935.69, to provide labor and materials necessary to make repairs to a solid waste walking floor trailer, to come from budgeted funds.

3. DPW - purchase order to Jeff Rushby Mechanical, LLC, in the amount of $19,583.40, for 935 gallons of propylene glycol (antifreeze) for county-wide hydronic heating systems, from budgeted funds.

4. DPW - purchase order to Dejana, in the amount of $12,830.00, to furnish and install a 9-1/2 foot V snowplow and 8' two cubic yard sander with stainless steel hopper on a DPW Building & Grounds truck, from budgeted funds.

5. DPW - purchase order to Taylor Equipment Sales, in the amount of $103,450.00, for a new and unused boom lift in the Department of Public Works, from budgeted funds.

Essex County Board of Supervisors

Finance Committee:

1. Information Systems - purchase order to purchase two (2) APC Smart UPS SRT5KRMXLT to replace the current Dell UPS, in the amount of $10,875.88, from Account #A1680-520011, from budgeted funds.

2. DPW - purchase order to Stageline for a mobile stage, in the amount of $159,655.00, from budgeted funds.

BE IT FURTHER RESOLVED, that the Chairman or County Manager are hereby authorized to execute any and all documents related thereto.

This resolution was duly seconded by Supervisor Wright, and adopted, upon a roll-call vote as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County Board of Supervisors

Resolution No. 297 ***December 30, 2024***
Last Day of the Annual

RESOLUTION AUTHORIZING CONTRACT AMENDMENTS/CHANGE ORDERS IN VARIOUS DEPARTMENTS

The following resolution was offered by Supervisor Brassard, who moved its adoption.

Upon the recommendation of the DPW Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

BE IT RESOLVED, that the Essex County Board of Supervisors hereby authorizes amendments, change orders or Letters of Authorization to the following contracts:

From DPW Committee:

1. Contract Amendment with H&T Engineering, bearing Contract No. DPW-25-0007, for professional engineering services to include construction documents and limited construction phase services for the Stevenson Road over Stacy Brook located in the Town of Westport, in an amount not to exceed $39,000.00, from FEMA/budgeted funds.

***BE IT FURTHER RESOLVED*,** that the Essex County Board of Supervisors hereby authorizes the above referenced amendments; and

BE IT FURTHER RESOLVED, that the County Chairman or County Manager are hereby authorized to execute the same upon the approval of the County Attorney.

This resolution was seconded by Supervisor Reusser, and duly adopted, upon a roll-call vote as follows:

AYES: 2853 votes
NOES: 0 votes
ABSENT: 0 votes

Essex County Board of Supervisors

Resolution No. 298 ***December 30, 2024***
Last Day of the Annual

RESOLUTION OPPOSING USURPATION OF THE AUTHORITY OF NORTH COUNTRY COMMUNITY COLLEGE BOARD OF TRUSTEES TO APPOINT ITS PRESIDENT AND TO SET EXECUTIVE BENEFITS, LENGTH OF EMPLOYMENT CONTRACTS AND RENEWALS AND TERMS OF SERVICE BY THE SUNY CHANCELLOR AND SUNY BOARD OF TRUSTEES

The following resolution was offered by Supervisor Wilson, who moved its adoption.

Upon the recommendation of the Personnel Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, New York Education Law §6306, specifies that community college shall be administered by a Board of Trustees; five (5) appointed by the local legislative body or a board, four (4) by the governor and one (1) elected from the student body; and

WHEREAS, Education Law §6306 states, that the Board of Trustees of each community college shall appoint a president for the college, subject to approval by the State University Trustees; and

WHEREAS, the North Country Community College Board of Trustees, subject to the approval of the local sponsor, acting through its local legislative body or board, and pursuant to such regulations and limitations as may be established and described by the State University Trustees, may enter into any contract or agreement deemed necessary or appropriate for the effective operation of a college, including, but not limited to, the employment contract with its president; and

WHEREAS, the responsibility and authority to conduct the annual performance evaluation of the college president and to amend the terms of his/her contract rests only with the authority of the College Board of Trustees; and

WHEREAS, Essex County has been advised that the Chancellor of the State of New York has indicated the desire to intrude into the process of selection of a president for community colleges, not withstanding the absence of any statutory or regulatory authority for the Chancellor to do so; and

WHEREAS, New York Education Law provides for the limited involvement and authority of the State University Board of Trustees to approve the appointment of a community college president following appointment of the president by a Board of Trustees of a community college, and does not grant to the Chancellor of a State University of New York in the authority whatsoever respecting the appointment of a community college president.

NOW, THEREFORE, BE IT RESOLVED, that the Essex County Board of Supervisors, as one of the local sponsors of North Country Community College, is vehemently opposed to the SUNY Chancellor and Board of Trustees usurping the control of the appointment process from the North County Community College Board of Trustees; and

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to: Chancellor of State University of New York (SUNY), North Country Community College Board of Trustees, New York State Community College Executive Committee, James M. Brooks, Esq., Janelle LaVigne, Esq., Franklin County Attorney and New York State County Attorneys Association.

This resolution was seconded by Supervisor Tyler, and duly adopted.

Essex County Board of Supervisors

Resolution No. 299 ***December 30, 2024***
Last Day of the Annual

RESOLUTION OF APPRECIATION TO

RICHARD B. MEYER

FOR HIS MANY YEARS OF EXEMPLARY SERVICE AS AN ATTORNEY; ESSEX COUNTY ATTORNEY; FAMILY AND SURROGATE COURT JUDGE FOR ESSEX COUNTY; AND AS A JUSTICE OF THE NEW YORK STATE SUPREME COURT

The following resolution was offered by Supervisor Smith, who moved its adoption.

Upon the recommendation of the Personnel Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, Hon. Richard B. Meyer began the practice of law after being admitted to the New York State Bar in January of 1979; and

WHEREAS, Richard B. Meyer worked in private practice in Lake Placid, New York, from 1979 until 2001; and

WHEREAS, Hon. Richard B. Meyer served with distinction as the Essex County Attorney from 1987 until 2005; and was the Town Attorney for the Town of St. Armand; and

WHEREAS, as a practicing attorney, Judge Meyer was regarded as having the highest degree of integrity and intelligence and as a consummate gentlemen, both professionally and personally; and

WHEREAS, Judge Meyer was elected County, Family and Surrogate Court Judge for the County of Essex in 2005; and

WHEREAS, Judge Meyer became the Acting Supreme Court Justice of the New York State Supreme Court, Fourth Judicial District in 2008; and

WHEREAS, Judge Meyer also presides over the highly successful Essex County

Drug Treatment, Veteran's and Integrated Domestic Violence Courts; and

WHEREAS, Judge Meyer has served the County of Essex and the Fourth Judicial District with distinction and integrity throughout his career on the judicial bench exhibiting the highest degree of professionalism and knowledge of the law; and

WHEREAS, Judge Meyer is a distinguished and highly regarded resident of Saranac Lake and Essex County who has made valuable contributions to the people of his Town and the County; and

WHEREAS, this Board is pleased to learn that the Essex County Bar Association has placed a portrait of Judge Meyer in the Essex County Court House as a tribute to him and in appreciation for his service and joins in the Association's recognition of his service.

BE IT RESOLVED, that the Essex County Board of Supervisors, its Clerk of the Board, County Manager and County Attorney hereby express and extend their most heartfelt thanks and appreciation to Hon. Richard B. Meyer for his service and commitment to the residents of Essex County as Supreme Court Justice; County, Family and Surrogate Court Judge; attorney and resident of Essex County; and

BE IT FURTHER RESOLVED, that the Essex County Board of Supervisors, its Clerk of the Board, County Manager and County Attorney extend their best wishes to Judge Meyer and his family for continued happiness and success in his future endeavors.

This resolution was unanimously seconded and adopted.

Essex County Board of Supervisors

Resolution No. 300 ***December 30, 2024***
Last Day of the Annual

RESOLUTION AUTHORIZING THE APPOINTMENT OF REGINALD BEDELL, ESQ. AS ASSIGNED COUNSEL SUPERVISING ATTORNEY

The following resolution was offered by Supervisor DeLoria, who moved its adoption.

Upon the recommendation of the Personnel Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

BE IT RESOLVED, that the Essex County Board of Supervisors hereby appoints Reginald Bedell, Esq., as the Assigned Counsel Supervising Attorney, part-time position at the annual salary of $55,000.00, which salary will be paid from Indigent Legal Services (ILS) funds.

This resolution was seconded by Supervisor Reusser, and adopted upon a roll-call vote, as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County Board of Supervisors

Resolution No. 301 ***December 30, 2024***
Last Day of the Annual

RESOLUTION OF APPRECIATION TO

KRISTY SPRAGUE

FOR HER YEARS OF EXEMPLARY SERVICE AS
ESSEX COUNTY DISTRICT ATTORNEY

The following resolution was offered by Supervisor Tyler, who moved its adoption.

Upon the recommendation of the Personnel Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

WHEREAS, on January 1, 2010, Hon. Kristy Sprague was elected as Essex County District Attorney and has been re-elected three times; and

WHEREAS, Hon. Kristy Sprague studied political science at SUNY Plattsburgh and attended Albany Law School; she began her career as an Assistant District Attorney in Clinton County; and

WHEREAS, during her time as Essex County District Attorney, Kristy has served on numerous boards, coalitions and panels with distinction and integrity; and

WHEREAS, Kristy brought the North Country's first Child Advocacy Center to Essex County; founded the Essex County Elder Abuse Multi-disciplinary Team, Child Fatality Review Team and the Animal Cruelty Task Force; and

WHEREAS, in November 2024, Kristy Sprague was elected as the new Essex County Judge and the first woman to be elected to this position, which position was left open by the retiring Judge Richard B. Meyer; and

WHEREAS, Kristy Sprague has served the County of Essex as its District Attorney for the past 14 years with the highest degree of professionalism and distinction and has made valuable contributions to the people of this County.

BE IT RESOLVED, that the Essex County Board of Supervisors, its Clerk of the

Board, County Manager and County Attorney hereby express and extend their most heartfelt thanks and appreciation to Hon. Kristy Sprague for her service to the residents of Essex County as District Attorney; and

BE IT FURTHER RESOLVED, that the Essex County Board of Supervisors, its Clerk of the Board, County Manager and County Attorney extend their best wishes for continued success as the newly elected Essex County Judge beginning in 2025.

This resolution was unanimously seconded and adopted.

Essex County Board of Supervisors

Resolution No. 302 ***December 30, 2024***
Last Day of the Annual

RESOLUTION APPOINTING SHAUN GILLILLAND AS THE ESSEX COUNTY JURY BOARD REPRESENTATIVE FOR 2025

The following resolution was offered by Supervisor DeLoria, who moved its adoption.

Upon the recommendation of the Personnel Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

BE IT RESOLVED, that the Essex County Board of Supervisors hereby appoints Shaun Gillilland as the Essex County Jury Board Representative for 2025.

This resolution was seconded by Supervisor Brassard, and duly adopted.

Essex County Board of Supervisors

Resolution No. 303 ***December 30, 2024***
Last Day of the Annual

RESOLUTION AUTHORIZING TO AMEND THE ARPA PLAN AND ASSOCIATED BUDGET AMENDMENTS

The following resolution was offered by Supervisor Hughes, who moved its adoption.

Upon the recommendation of the Finance Committee, with the approval of the Ways and Means Committee of this Body, and the same appearing proper and necessary.

BE IT RESOLVED that the Essex County Board of Supervisors hereby authorizes to amend the ARPA Plan and the associated budget amendments as per the attached ARPA Project Priority Summary.

This resolution was seconded by Supervisor Stanley, and duly adopted upon a roll-call vote as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County NY

Essex County
Office of the Manager

7551 Court Street - PO Box 217 - Elizabethtown, New York 12932
Telephone (518) 873-3333 - Fax (518) 873-3339

Michael Mascarenas, County Manager
michael.mascarenas@essexcountyny.gov

James Dougan, Deputy County Manager
james.dougan@essexcountyny.gov

ARPA Project Priority Summary:

Total Amount Received: **$7,164,479.00**

Projects:

1.	Premium Pay Incentive	$1,101,319.00
2.	Employee Referral	$ 13,500.00
3.	Payment to Essex County Towns	$ 599,999.88
4.	Daycare Contract	$ 50,000.00
5.	Solid Waste Improvements	$ 173,115.00
6.	Radio System Upgrades	$ 682,500.00
7.	Information Systems and Security Upgrades	$1,058,000.12
8.	Removal of the Old Jail	$ 249,151.00
9.	Youth and Agricultural Building	$2,898,500.00
10.	Frontier Town Revitalization	$ 9,307.00
11.	Essex County Land Bank	$ 329,087.00

Total Cost: **$7,164,479.00**

Blue –represents completed projects
Red-changes to the original plan

Resolution Request – Approving the amended ARPA Plan.

Essex County Board of Supervisors

Resolution No. 304 ***December 30, 2024***
Last Day of the Annual

RESOLUTION RECOGNIZING LONG-TERM EMPLOYEES OF ESSEX COUNTY

The following resolution was offered by Supervisor Gillilland, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

BE IT RESOLVED that the Essex County Board of Supervisors hereby recognizes the following long-term Essex County Employees for the month of December 2024:

30 Years of Service

- Chris Duntley, Department of Public Works
- Wendy Sayward, Emergency Services

BE IT FURTHER RESOLVED, that this Board hereby extends their heartfelt appreciation to Chris Duntley and Wendy Sayward for their dedication and service to Essex County.

This resolution was unanimously seconded and duly adopted.

Essex County Board of Supervisors

Resolution No. 305 ***December 30, 2024***
Last Day of the Annual

RESOLUTION AUTHORIZING THE TRANSFER OF $544,326.45 FROM THE FACILITIES PROJECT TO THE CAPITAL RESERVE FOR COUNTY BUILDINGS

The following resolution was offered by Supervisor Monty, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

BE IT RESOLVED that the Essex County Board of Supervisors hereby authorizes the County Manager to transfer $544,326.45 from the Facilities Project (sale of the Kurtz Building funds) to the Capital Reserve for County Buildings increasing the balance to $4,544,326.45, as follows:

FROM:

A390900	Facilities Project	$ 544,326.45

TO:

A387808	Capital Reserve For County Buildings	$4,544,326.45 (new balance)

This resolution was seconded by Supervisor Wilson, and adopted upon a roll-call vote, as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County Board of Supervisors

Resolution No. 306 ***December 30, 2024***
Last Day of the Annual

RESOLUTION AUTHORIZING THE WRITE-OFF OF DEBT FROM THE LANDFILL FUND IN THE AMOUNT OF $2,963,710.18

The following resolution was offered by Supervisor DeLoria, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

BE IT RESOLVED that the Essex County Board of Supervisors hereby authorizes the write-off of debt from the Landfill Fund in the amount of $2,963,710.18, due to the abolishment of the Proprietary Fund and the creation of a new Enterprise Fund.

This resolution was seconded by Supervisor Monty, and adopted upon a roll-call vote, as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County Board of Supervisors

Resolution No. 307 ***December 30, 2024***
Last Day of the Annual

RESOLUTION AUTHORIZING CONTRACTS FOR INSURANCE COVERAGE IN 2025

The following resolution was offered by Supervisor Tyler, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

BE IT RESOLVED that the Essex County Board of Supervisors hereby authorizes and directs the County Manager to execute the following contracts, for insurance coverage for 2025:

- With New York Municipal Insurance Reciprocal (NYMIR), at a total net cost of $573,102.25, which includes NYS Motor Vehicle fee and fire fees $2,389.25; for

Package policy insurance coverage, including the following coverages and limits:

- Property coverage with limits of $87,562,922.00, replacement cost, 90% co-insurance; with $5,000.00 deductible.
- Total Contractor's Equipment coverage with limits of $5,133,528.00 plus $250,000 Leased/Rented Equipment.
- General Liability coverage with limits of $1,000,000 per occurrence, $3,000,000 aggregate and $1,000,000 products aggregate; with $5,000.00 liability deductible
- Auto Liability coverage of $1,000,000 combined single limit for bodily injury and property damage; with $5,000.00 liability deductible
- Public Official Liability coverage with limits of $1,000,000 per occurrence and $2,000,000 aggregate
- Law Enforcement Liability coverage with limits of $1,000,000 per occurrence and $2,000,000 aggregate; and

- For the Public Health Nursing Services, General Liability coverage with limits of $1,000,000 per occurrence and $3,000,000 aggregate, and Professional Liability coverage with limits of $1,000,000 per occurrence and $3,000,000 aggregate;

- For Mental Health Services, General Liability coverage with limits of $1,000,000 per occurrence and $3,000,000 aggregate and Professional Liability coverage with limits of $1,000,000 per claim and $3,000,000 aggregate; and

- Excess Liability Insurance coverage with limits of $10,000,000 per occurrence and $20,000,000 aggregate; and

- Broker Services Agreement with NFP Property & Casualty Services, Inc. at a total cost of $35,000.00; and

• With Hartford Fire Insurance Company for Faithful Performance Crime Bond coverage, having blanket limits of $500,000, and forgery and money limits of $50,000 for all County officials and employees, $50,000 limit Credit card fraud included at a three-year prepaid cost of $28,246.00. Policy Period: 1/1/2024 - 1/1/2027

• With NYMIR for Cyber Liability/Security Privacy in the amount of $21,200.00.

• With Signal Risk Management (OneGroup) for Deputy Fire Coordinators, County HazMat, HR Operators - Blanket Accident Insurance Policy - Provident Life & Accident Insurance Company - total $5,616.00, year (3) of (3) year payment.

• With Public Employer Risk Management Association, Inc. (PERMA) for Workers= Compensation and Employers Liability Unit: Essex County Group Fire and Ambulance Plan - Coverage Period 1/1/25 - 12/31/25 = $291,417.00 (includes $821.00 New York State Assessment and 2% discount).

• With Public Employer Risk Management Association, Inc. (PERMA) for Workers= Compensation and Employers Liability Alternative Contribution Plan - Part 1 - Workers= Compensation and Part 2 - Employers Liability - Coverage Period 1/1/25 - 12/31/25 = $620,861.00 (includes $70,071.00 New York State Assessment and 2% discount).

• Broker Services Agreement with Signal Risk Management for Fire Plan Administration fee at a total cost of $11,895.00.

This resolution was duly seconded by Supervisor Clark, and adopted, upon a roll-call vote as follows:

AYES: 2853 votes
NOES: 0 votes
ABSENT: 0 votes

Essex County Board of Supervisors

Resolution No. 308 **December 30, 2024**
Last Day of the Annual

RESOLUTION AUTHORIZING THE CHAIRMAN OF THE BOARD AND/OR COUNTY MANAGER TO MAKE INTER-DEPARTMENTAL AND INTRA-DEPARTMENTAL BUDGET TRANSFERS IN THE 2024 ESSEX COUNTY BUDGET

The following resolution was offered by Supervisor Monty, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

BE IT RESOLVED that the Essex County Board of Supervisors hereby authorizes and directs the Chairman of the Board and/or the County Manager to make inter-departmental and intra-departmental budget transfers within the 2024 Essex County Budget for the purpose of balancing the various accounts in said budget as of the close of business as of and on December 31, 2024; and

BE IT FURTHER RESOLVED that on or before January 31, 2025, the County Manager shall file with the Clerk of this Board a complete listing of all supplemental appropriations and transfers made pursuant to this resolution, which listing shall include but not be limited to specific account numbers and amounts.

This resolution was duly seconded by Supervisor Stanley, and adopted upon a roll-call vote as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County Board of Supervisors

Resolution No. 309 ***December 30, 2024***
Last Day of the Annual

RESOLUTION ADOPTING PROPOSED LOCAL LAW NO. 1 OF 2025, ENTITLED "A LOCAL LAW FIXING THE 2025 SALARIES OF COUNTY OFFICERS WHO ARE ELECTED OR WHO ARE APPOINTED FOR A FIXED TERM"

The following resolution was offered by Supervisor Clark, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

WHEREAS, pursuant to Resolution No. 289 of December 3, 2024, this Board introduced proposed Local Law No. 1 of 2025 entitled "A Local Law Fixing the 2025 Salaries of County Officers who are Elected or who are Appointed for a Fixed Term"; and

WHEREAS, that a Public Hearing was duly held on the 30th day of December, 2024, at 9:30 a.m. to hear any and all persons concerning the adoption of said local law; and

BE IT RESOLVED that the Essex County Board of Supervisors hereby adopts proposed Local Law No. 1 of 2025 entitled "A Local Law Fixing the 2025 Salaries of County Officers who are Elected or who are Appointed for a Fixed Term" reading and providing as follows:

"ESSEX COUNTY LOCAL LAW NO. 1 OF 2025

A local law fixing the 2025 salaries of County officers who are elected or who are appointed for a fixed term.

BE IT ENACTED by the Board of Supervisors of Essex County as follows:

§1. The annual salaries during fiscal year 2025 for the following County officers who are elected or who are appointed for a fixed term shall be as follows:

Position	**2025 Salary**
Clerk of the Board	$ 83,171.08

**Includes $2,000 Public Information Office)	
Commissioner of Social Services	$110,014.78
Commissioner of Elections	$ 32,307.60
Community Resources Director	$ 84,656.00
Conflict Defender	$ 93,184.00
Coroners	$ 5,486.00
County Attorney	$178,000.00
County Auditor	$ 77,896.00
County Clerk	$ 92,333.64
County Manager	$133,460.00
County Sheriff	$113,804.62
County Transportation Coordinator	$ 80,296.00
County Treasurer	$ 92,333.64
Emergency Preparedness/Fire Coordinator	$ 89,856.00
Information Systems Director	$ 27,580.80
Director of Community Mental Health Services	$107,638.72
Personnel Officer	$ 80,313.98
Public Defender	$150,261.81
**Includes $21,630.00 $2,500.00 Grant Funds	
Public Health Director	$113,804.62
Real Property Tax Services Director	$ 87,776.00
Superintendent of Public Works	$110,178.22

§2. This local law shall take effect 45 days after adoption hereof; except that in the event a valid petition protesting against this local law is filed with the Clerk within 45 days of such adoption, this local law shall take effect only upon approval by the affirmative vote of a majority of the qualified electors of Essex County."

This resolution was duly seconded by Supervisor Brassard, and adopted, upon a roll-call vote as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County Board of Supervisors

Resolution No. 310 ***December 30, 2024***
Last Day of the Annual

RESOLUTION FOR 2025 SALARIES FOR ALL MANAGEMENT/CONFIDENTIAL AND CERTAIN DEPARTMENT HEAD EMPLOYEES AND ADOPTING THE SAME

The following resolution was offered by Supervisor Doty, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

BE IT RESOLVED, that the Essex County Board of Supervisors hereby fixes the 2025 salaries for all management/confidential and department head employees, except those whose salaries are or have been or will be set by law, local law or other resolution, as follows:

	2025 SALARY
Office for the Aging	
Director of the Office of the Aging (K. Leerkes)	$82,496.00
Confidential Secretary to Director of OFA (D.Demar)	$29.34
County Auditor	
Deputy County Auditor (L. Dezalia)	$29.34
Assigned Counsel (L.Dezalia)	$2,000
County Auditor (L.Carson)	$77,896.00
Assigned Counsel	
Assigned Counsel Administrator (L. Burke)	$65,000.00
Board of Elections	
Republican Commissioner of Elections (J.Moulton)	$32,307.60
Democratic Commissioner of Elections (M.McGowan)	$32,307.60
Deputy Commissioner of Elections (K.Moran)	$32.04
Deputy Commissioner of Elections (J.Fifield)	$32.04

Election Clerk/Technician (A.Baer) $26.72
Election Clerk/Technician (S.Doyle) $26.72

Clerk of the Board

Deputy Clerk of the Board of Supervisors (D. Garvey) $64,455.13
Public Information Office (D.Garvey) $2,000.00
Clerk of the Board (J. Garrison) $81,171.08
Public Information Office (J.Garrison). $2,000.00

Conflict Defender

Conflict Defender (M.Hadden) $93,184.00
Confidential Secretary (N.Sudduth) $28.03

Coroners

Coroner (J. Heald, K. Valentine). $5,486.00

County Attorney

Secretary to County Attorney/Paralegal (A. Maher) $32.04
Legal Assistant (D. Murphy) $32.04
Assistant County Attorney (W.Tansey). $120,000.00
County Attorney (D. Manning) $178,000.00

County Clerk

Deputy County Clerk (S.Hayes) $37.53
County Clerk (C. Merrihew) $92,333.64

Motor Vehicles

MV Supervisor (C. McGinn) $29.34

County Manager

CPA (L. Wolf) FLSA (BASE PAY) $49.00
Purchasing Agent (L. Wolf) $10,000.00
Assistant Budget Officer (D.Sadowski). $43.25
County Manager (J.Mascarenas) $133,460.00
Purchasing Assistant (L. Smith) $29.34
Deputy County Manager (J. Dougan) $5,000.00
Sr. Stockkeeper (D.Viens) $28.22
Accountant Trainee (J.Bridge) $34.42
Confidential Secretary (VACANT) $26.72

Information Systems

County Manager/Information Director (J.Mascarenas) $27,580.80
Information Systems Coordinator (A. Chapuk) (BASE PAY) $33.84
Deputy Information Systems Director (A. Chapuk) $5,500.00
Systems Programmer/Web Developer (L.Towne) $46.12

Page 2

Community Resources

Director of Community Resources (A Reynolds) $84,656.00
Office Manager (H.Neilly) $32.04
Deputy Director of Community Resources (H.Neilly) $5,000.00

Department of Public Works

Assistant Civil Engineer (G.Rancour) $78,401.62
Assistant Civil Engineer (H.Harwood) $72,426.12
Sr. Engineering Technician (C.Fernandez) $30.60
Deputy Superintendent of DPW (T.Hodgson) $5,000.00
Superintendent (J.Dougan) $110,178.22
Environmental Manager (T.Hodgson) $47.07
Office Manager (T.Bedard) $30.60
Project Manager (A.Staney) $35.81
General Public Works Supervisor (J.Frasier) $36.06

District Attorney

District Attorney (VACANT) . . . . .
Assistant District Attorney (M. Langey) $221,000.00
Assistant District Attorney (VACANT) . . . . .
Discovery Grant (VACANT) . . . . .
Assistant District Attorney (VACANT) . . . . .
Discovery Grant (VACANT) . . . . .
Assistant District Attorney (C.Daly) $121,426.46
Discovery Grant (C.Daly) $4,000.00
Assistant District Attorney (K.Mallery) $83,335.20
Discovery Grant (K.Mallery) $6,000.00
Secretary to District Attorney (P. Doyle) $32.04
Victim Service Advocate (C.Hayes) $27.22
Paralegal (L.Butz) $32.04
Discovery Coordinator (O.Heald) $32.04
Legal Secretary (M.Stoddard) $30.93
Legal Secretary (C.Ellis) $30.93

Emergency Services

Emergency Preparedness/Fire Coordinator (M.Watts) $89,856.00
Deputy Emergency Services Director (J.Favro) $78,656.00
Administrative Officer (W.Sayward) $34.74
Health & Safety Officer (S. Celotti) $34.14
EMS Coordinator (M.Watts) $74,504.77
Confidential Secretary (A.Crandall) $29.34

Fish Hatchery

Supervisory Fish Hatchery Technician (C. Barber) $63,510.11

Mental Health/Administration

Deputy Director of Administrative Services (S. Ganter) $43.06
Director of Community Mental Health Services(T.Morse). $107,638.72
Supervising Psychiatric Social Worker (M.Jacobson) $46.12
Supervising Psychiatric Social Worker (E.Velsini) $46.12
Director of Mental Health Clinical Services (D.Clement) $51.86

Personnel/Civil Service

Personnel Clerk (C.Slattery). $26.64
Personnel Technician (J. Douglass). $29.34
Personnel Technician (E. Sadowski) (BASE PAY) $29.34
Deputy Personnel Officer (E. Sadowski). $5,000.00
Personnel Officer (J.Mascarenas) $80,313.98

Printing

Printing Machine Operator (M.Depaoli) $23.92

Probation

Probation Director (H.Sheehan) $89,856.00
Administrative Officer (B.Drummond) $34.74
Deputy Probation Director (B.Drummond) $5,000.00

Public Defender

Public Defender (E.Evatt) (Base Salary) $126,131.81
Grant (E.Evatt) $21,630.00
Grant (E.Evatt) 2,500.00
Confidential Secretary (K. King) $32.04
Grant (K.King). $5,000.00
Assistant Public Defender (J.Hyde) (BASE SALARY). $87,192.81
Grant (J.Hyde) $7,650.00
Grant (J.Hyde) $2,500.00
Grant (J.Hyde) $3,000.00
Assistant Public Defender (E.Weyand) (BASE SALARY). $74,584.82
Grant (E.Weyand). 4,000.00
Grant (E.Wayand). $7,622.00
Grant (E.Weyand). $2,500.00
Deputy Public Defender (E.Weyand) $5,000.00
Assistant Public Defender (J.Moody) (BASE SALARY) $74,485.20
Grant (J.Moody) $2,500.00
Assistant Public Defender (J.Cadena) $71,552.00
Grant (J.Cadena) $2,500.00
Investigator (S.Dumais Rousseau) $31.48

Health Department

Supervising Public Health Nurse (K.Rich) $43.30
Public health Program Coordinator (A.Whitmarsh). $40.36
Director of Patient Services (J. Newberry) $49.00
Dir. of Children w/ Special Needs Program (L. Celotti) $37.53
Director of Health Planning (J. Darney-Buehler). $46.12
Director (L. Beers) $113,804.62
Office Manager (G.Durham) $32.04

Real Property Tax Service

Real Property Tax Service Director (H.Carson) $87,776.00
Deputy Real Property Director (A.Warner). $5,000.00

Sheriff/Administration

Undersheriff (T.Murphy) $42.62
Chief Deputy Sheriff (M. Blaise) $39.99
Office Manager (N. Crowningshield). $32.04
Sheriff (D.Reynolds) $113,804.62

Sheriff/Jail

Jail Administrator (P.Feeley). $39.99
Assistant Jail Administrator (C.Bikowitz) $37.35

Social Services/Administration

Director of Social Services (W.Sargent). $40.36
Director of Eligibility (R.Bruno) $37.53
Director Staff Development (T. Briggs). $34.74
Confidential Secretary to Commissioner (Z.Sherman) $26.72
Commissioner of Social Services (A.Allen). $110,014.78
Deputy Commissioner of SS for Admin (VACANT) $40.36
DSS Attorney (M.Bowen) $123,136.00
DSS Attorney (VACANT) . . . . .
DSS Attorney (VACANT) . . . . .
Confidential Secretary (S.Breeyear). $29.15
Coordinator of Child Support Enforcement (T.Strong) $31.58
Head Social Services Worker(J.Rafferty) $32.04

Transportation

County Transportation Coordinator (D.Abrahamsen) $80,296.00

Treasurer

Deputy County Treasurer (L. Decker). $37.52
Payroll Specialist (A. Quesnel). $34.74
County Treasurer (M. Diskin) $92,333.64
Deputy County Treasurer (H.White). $37.52

Weights and Measures

Director of Weights and Measures (D Woods). $62,899.20
Occupancy Tax (D.Woods). $27,372.80**
**Salary paid by ROOST

AND BE IT FURTHER RESOLVED, that the Personnel Officer shall examine all department head and management/confidential positions to determine their status under the Fair Labor Standards Act (FLSA) relative to entitlement to compensatory time and overtime compensation, and report to the Board upon completion thereof so that corrective action may be taken to conform with FLSA.

This resolution was duly seconded by Supervisor Thurston, and adopted upon a roll-call vote as follows:

AYES:	**2853**	**votes**
NOES:	**0**	**votes**
ABSENT:	**0**	**votes**

Essex County Board of Supervisors

Resolution No. 311 ***December 30, 2024***
Last Day of the Annual

RESOLUTION SCHEDULING THE 226th ORGANIZATIONAL MEETING FOR JANUARY 6, 2025

The following resolution was offered by Supervisor Brassard, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

BE IT RESOLVED that the Essex County Board of Supervisors hereby schedules the 226th Organizational Meeting for January 6, 2025, to commence at 10:00 a.m..

This resolution was duly seconded by Supervisor Wright, and adopted.

Essex County Board of Supervisors

Resolution No. 312 ***December 30, 2024***
Last Day of the Annual

RESOLUTION OF CONGRATULATIONS TO THE MORIAH CENTRAL SCHOOL GIRLS VARSITY SOCCER TEAM FOR WINNING THE 2024 SECTION VII, CLASS C CHAMPIONSHIP

The following resolution was offered by Supervisor Brassard, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

WHEREAS, this Board of Supervisors is pleased to learn that the Moriah Central School Girls Varsity Soccer Team has won the 2024 Section VII, Class C Championship.

BE IT RESOLVED, that the Essex County Board of Supervisors, its Clerk of the Board, County Manager and County Attorney hereby congratulate the 2024 Moriah Central School Girls Varsity Soccer Team, their Coach, Assistants and Staff for their outstanding accomplishments including, but not limited to, earning the title of 2024 Section VII, Class C Championship.

This resolution was unanimously seconded and adopted.

Essex County Board of Supervisors

Resolution No. 313 ***December 30, 2024***
Last Day of the Annual

RESOLUTION OF CONGRATULATIONS TO THE MORIAH CENTRAL SCHOOL BOYS VARSITY FOOTBALL TEAM FOR WINNING THE 2024 SECTION VII, CLASS D CHAMPIONSHIP

The following resolution was offered by Supervisor Brassard, who moved its adoption.

Upon a motion to consider from the floor, and the same appearing proper and necessary.

WHEREAS, this Board of Supervisors is pleased to learn that the Moriah Central School Boys Varsity Football Team has won the 2024 Section VII, Class D Championship.

BE IT RESOLVED, that the Essex County Board of Supervisors, its Clerk of the Board, County Manager and County Attorney hereby congratulate the 2024 Moriah Central School Boys Varsity Football Team, their Coach, Assistants and Staff upon winning the 2024 Section VII, Class D Championship.

This resolution was unanimously seconded and adopted.