

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** ("Agreement"), by and between **MADISON COUNTY**, a municipality of the State of New York, James J. Cunningham, Chairman, Madison County Board of Supervisors, with principal offices at 138 N. Court Street, Wampsville, NY 13163 (mailing: P.O. Box 635, Wampsville, NY 13163) hereinafter called the "County", and the City of Oneida, a municipal corporation with principal offices at 109 North Main Street, Oneida, NY 13421 hereinafter called the "City";

WITNESSETH

WHEREAS, Madison County, through its Mental Health Department, has a position titled Mental Health Crisis Worker, and the Crisis Workers are employed to speak with individuals in the community experiencing a mental health crisis; and

WHEREAS, the Oneida City Police Department is desirous of utilizing a Mental Health Crisis Worker in their building to provide outreach, de-escalation, and support to city residents etc; and

WHEREAS, in order to facilitate such a use of Mental Health Crisis Workers, the County and the City wish to enter into this Agreement so as to set forth and define the specific terms and conditions of the services to be performed and provided by the Mental Health Crisis Worker.

NOW THEREFORE, the County and the City (collectively referred to herein as the "Parties") in consideration of mutual covenants and promises of the Parties, hereby agree as follows:

1) **PURPOSE:**

This partnership between the County and the City for the Mental Health Crisis Worker has been developed to provide intervention and support to people who may be experiencing a behavioral health crisis.

2) **TERM OF AGREEMENT:**

The term of this Agreement shall be from June 1, 2025 through May 31, 2027, unless otherwise terminated earlier as provided in this Agreement or extended by mutual agreement of the Parties. This Agreement may be terminated without cause by either Party hereto at any time upon thirty (30) days' written notice of the intention to so terminate. The County reserves the right to terminate this Agreement for cause at any time.

3) **TERMINATION AND DISPUTE RESOLUTION:**

- a. In case of deficiencies of service or other programmatic issues, the City will first develop an Action Plan in concert with the Madison County Director of Community Services to address the issues. In the event that the issues cannot be resolved through the Action Plan, the City reserves the right to terminate services and this Agreement upon thirty (30) days' written notice.
- b. If issues occur that cause the Director of Community Services to feel termination of this Agreement is appropriate, the Director of Community Services must first address the issues in writing to the City of Oneida Chief of Police. A subsequent meeting will be held and an Action Plan developed to resolve the issue. In the event that the issues cannot be resolved through

these steps the County reserves the right to terminate services and this Agreement upon thirty (30) days' written notice.

- c. The Parties will use their best efforts to resolve any disputes between them concerning performance or administrative issues by negotiation and agreement. The exclusive means of disposing of any dispute arising under a contract with the City which is not resolved by agreement shall be by a New York State Court of competent jurisdiction located within Madison County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the County must proceed diligently with contract performance. Each Party waives any dispute or claim not made in writing and received by the other Party within thirty (30) days of the occurrence giving rise to the dispute or claim. Monetary claims must be submitted in writing, state a sum certain, and be fully supported by all relevant cost data, pricing documentation, and/or any necessary justification to substantiate the amount claimed. Non-monetary claims must likewise be submitted in writing, clearly describing the nature of the relief requested, the contractual or legal basis for the claim, and any supporting materials necessary for evaluation.

4) **COMPENSATION AND REIMBURSEMENT:**

- a. Basic Payment: The City agrees to fully fund the MHCW position, including salary plus fringe benefits. The County shall pay the MHCW's hourly rate and employment benefits in accordance with the applicable salary schedules and employment practices of the County, subject to reimbursement by the City, or its designee, as outlined in this Agreement.
- b. County Reimbursement: The City, or their designee, shall reimburse the County in the amount specified in **Schedule A** of this Agreement.
- c. Billing & Payment: The County shall submit statements for reimbursement to the City on a quarterly basis, or according to an alternative schedule agreed upon in writing by both Parties. The City, or its designee, shall remit payment to the County within thirty (30) days of receipt of the same.

5) **SUSPENSION OF WORK:**

- a. The City, in its sole discretion, reserves the right to suspend any or all activities under this Agreement at any time if deemed to be in the best interest of the City. In the event of such suspension, the County will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on contractor spending, an uncontrollable event, a declaration of emergency, or other such circumstances. Upon issuance of such notice, the County shall comply with the suspension order. Activity may resume at such time as the City issues a written notice authorizing a resumption of work.
- b. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of services or programs set forth in this Agreement, the City and/or the County shall have the option to immediately terminate this Agreement upon providing written notice to the other Party. In such an event, the City shall be under no further obligation to the County other than payment for costs actually incurred prior to termination, and in no event will the County be responsible for further performance of any duties on behalf of the City or for any actual or consequential damages as a result of termination.

- c. The Parties agree that this Agreement may be terminated upon thirty (30) days' written notice to the other Party at said Party's designated address, for reason other than the funding issues described herein. In case of termination of said Agreement, the City will be provided with all documents, notes, memoranda and reports (if any) with respect to the MHCW's services up to the effective termination date of the Agreement.
- d. Neither Party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or an uncontrollable event. The Parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under this Agreement.

6) INDEPENDENT CONTRACTORS:

It is expressly understood and agreed that the legal status of the Madison County employee, vis-à-vis the City under this Agreement, is that of an independent contractor, and in no manner shall the Mental Health Crisis Worker be deemed an employee of the City. Neither Party shall be an agent of nor otherwise have authority to bind the other Party. The County agrees, during the Term of this Agreement, to maintain at its expense those benefits to which the Mental Health Crisis Worker, as its employee, would otherwise be entitled by law, including health benefits, and all necessary insurances for its employees, including workers' compensation, disability, and unemployment insurance, and to provide the City with certification of such insurance upon request. The County remains responsible for all applicable Federal, State, and Local taxes, and all FICA contributions.

7) CONFIDENTIALITY

The Parties acknowledge that the MHCW stationed at the City of Oneida Police Department may, in the course of performing crisis response and related duties, have access to Protected Health Information (PHI), personally identifiable information, and confidential mental health records of individuals. The MHCW shall comply with all applicable federal and state confidentiality laws and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the HIPAA Privacy and Security Rules (45 CFR Parts 160 and 164), and New York State Mental Hygiene Law §33.13 and other relevant provisions governing the confidentiality of mental health information.

All records and communications regarding individuals served by the MHCW are confidential and shall not be disclosed except as permitted or required by law. The City and its employees agree not to access, use, or disclose such information except as authorized under applicable laws or as necessary to ensure the safety and welfare of the individual or others, in accordance with law enforcement exceptions recognized under HIPAA and MHL.

The City shall ensure that its employees who may interact with the MHCW receive appropriate instruction regarding the confidentiality of mental health and health information and agree to uphold all applicable privacy requirements. Any breach or suspected breach of confidentiality shall be reported immediately to the County and investigated in accordance with applicable County policies and procedures.

8) GENERAL PARTNERSHIP TERMS:

The Parties hereby agree that services provided under this partnership shall be delivered in accordance with the following terms:

- a. Staffing: The County will hire and employ one (1) Mental Health Crisis Worker (referred to herein as “MHCW”), who meets all education and experience requirements set forth by Madison County and New York State.
- b. Supervision. The MHCW shall be clinically supervised by the County’s Director of Community Services or a designated County staff member. The MHCW shall be an employee solely of the County and shall have no employment relationship of any kind with the City. The County, in its sole discretion, shall have the exclusive power and authority to hire, discharge, and discipline all Mental Health Crisis Workers.
- c. Duties of the Mental Health Crisis Worker: The MHCW shall perform the following duties, among others as assigned:
- Report to work on time and notify both the County and the designated City representative in advance if unable to report;
 - Establish a working relationship with City personnel;
 - Conduct telephone, video or in person interviews of individuals experiencing a behavioral health crisis;
 - Respond, when appropriate, to calls alongside City police officers involving individuals in crisis, including but not limited to those experiencing mental health issues, substance abuse problems, or domestic disputes;
 - Assess the needs of an individual experiencing a mental health crisis and determine the appropriate interventions;
 - Use de-escalation skills in order to avoid higher levels of care;
 - Educate community agencies, schools and other providers as needed on available community resources;
 - Link individuals to services, consults and collaborates with community service providers, school, hospitals, etc. to make referrals and coordinate treatment;
 - Maintain information on community and health resources for use during crisis episodes and following stabilization;
 - Provide follow-up support as needed to individuals and families to ensure they are accessing and benefiting from recommended services;
 - Prepare various written records as required;
 - Ensure written authorization to treat has been obtained, if applicable, and ensure the authorization is updated as needed throughout the treatment of the individual;
 - Attend meetings with City police personnel, as needed, ensuring confidentiality requirements are maintained;
 - Provide internal support to the Oneida Police Department’s wellness program; and
 - Perform such other duties as determined and agreed upon to by the Parties.
- d. Ongoing Communications. Both Parties agree to proactively bring concerns forward to mutually resolve any disagreements and/or problems that develop, and as is outlined in this Agreement.

- e. Consent Requirements. The MHCW shall obtain informed consent before sharing any client-identifiable information with third parties, including City personnel, unless a legal exception applies (e.g., imminent risk, mandated reporting). All consents shall be documented in the County's clinical record system. The City may only receive non-identifiable information unless explicitly authorized.
- f. Effectiveness. The Parties shall evaluate the effectiveness of the partnership at the end of the first year of implementation. The City agrees to cooperate in providing relevant, de-identified data to the County upon request. A formal report shall be developed and submitted by the City to the County at the conclusion of the first year, containing relevant performance measures, outcomes, de-identified success stories, and any recommended adjustments. This process will be repeated annually thereafter.

g. Employment Status and Obligations. The County hereby affirms that:

- The MHCW is an employee of the County, and the City bears no liability for any employment-related obligations, if any, incurred;
- The MHCW will maintain all necessary licensure and/or certifications;
- The County will comply with all applicable State and federal laws and regulations including but not limited to the HIPAA and MHL.
- The MHCW will perform all services in accordance with generally accepted practices and the standard of care.
- The County will conduct all required background checks, including child abuse registry check and fingerprinting in accordance with New York State Office of Mental Health (NYS OMH) requirements. Documentation will be provided to the City upon request.

h. Specific Obligations of the County: The County hereby agrees to the following:

- To provide all onboarding and training of MHCW on policies and procedures of the County and Mental Health Department, the Office of Mental Health expectations, HIPAA and Medicaid Corporate Compliance.
- All other personnel policies and practices of the County, except for such policies or practices that may have to be modified in order to comply with the terms and conditions of this Agreement, are applicable to the MHCW;
- To supply the MHCW with necessary equipment, such as a computer, printer, phone, and hotspot;
- Assign the MHCW to the City in accordance with a mutually agreed-upon schedule.

i. Specific Obligations of the City: The City hereby agrees to the following:

- To designate an employee as the Liaison, through which day-to-day business contact will be conducted with the MHCW;
- To provide a dedicated office space per the County for MHCW, and to make available where the MHCW is assigned to provide services, a private space where the MHCW can meet with individuals and/or families in a manner that insures confidentiality of the information exchanged. The space should include suitable accommodations (i.e., desk and chair) and be equipped in a manner that supports the use of a laptop computer and phone;
- Provide a secured locking file cabinet where MHCW records can be maintained, if needed;
- To issue a City identification badge to the MHCW to ensure facility access, as necessary, for the performance of assigned duties; and
- To work with Madison County's Information Technology Department around connectivity, etc.

9) APPROPRIATIONS:

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

10) HOLD HARMLESS:

To the fullest extent permitted by law, the City shall defend, indemnify and hold harmless the Madison County, its representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and reasonable attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the City's performance of the work and/or duties and/or the transactions contemplated by this Agreement and which are caused, in whole or in part, by or because of any act or omission of the City, directly or indirectly, and/or by the City's agents, servants, employees, sub-contractors and/or any person or entity employed by City or for whose conduct or action the City may be found or held liable, directly or indirectly. In the event that the County is determined to be any percent negligent pursuant to any verdict or judgement, then the City's obligation to indemnify the County for any amount, payment, judgement, settlement, mediation or arbitration award shall extend only to the percentage of negligence of the City or anyone directly or indirectly engaged or retained by it and anyone else for whose acts the City is liable. It is the intention of the Parties that the right and entitlement to a defense; the right and entitlement to be held harmless; and the right and entitlement to indemnification shall be as broad as permitted under applicable law. Further, the City agrees to indemnify the County in like regard in an action upon the contract between the Parties and claims between the Parties, including counsel fees and litigation costs and expenses. The terms of this Agreement shall not be construed to negate, abridge or otherwise reduce any other right or obligation of contribution or indemnity which would otherwise exist as to any party or person subject to this Agreement. This Agreement and paragraph shall be liberally construed so as to afford the County the fullest possible protection and indemnity. In the event that City shall fail or refuse to defend, hold harmless and/or indemnify the County against any such claim, loss, damage, judgment, settlement or action, City shall be liable to the County for all expense, expenditure and cost incurred or to be incurred by the County in defending, resolving and/or satisfying any such claim, loss, damage, judgment, settlement or action, together with all cost and expense of the County, including all reasonable attorney's fees, incurred in the County pursuing claim or suit or action against or recovering fees costs and expense from City.

The County shall defend, indemnify and hold harmless the City, it representatives, agents, servants, employees, officers, departments and authorities, from and against all claims, injuries, demands, judgments, settlements, damages, losses, liabilities, costs and expenses of any kind or nature, including but not limited to litigation costs and reasonable attorney's fees, whether arising in law or in equity, all without any limitation whatsoever, arising out of or resulting from the negligent or willful misconduct of the MHCW.

11) STATUTORY COMPLIANCE:

In acceptance of this Agreement, the City covenants and agrees to comply in all respects with all Federal, State and County laws, rules, regulations and ordinances which pertain hereto and to the performance hereof, including but not limited to those regarding services for municipalities including but not limited to Workers' Compensation and Employers' Liability Insurance, hours of employment, wages and human rights.

12) LEGAL COMPLIANCE:

The City agrees to comply with all Federal, State, and local laws and regulations in connection with this Agreement. The City further acknowledges the County's Corporate Compliance Plan (the "Plan") and Compliance Code of Conduct, which are available on the County's website at: <https://www.madisoncounty.ny.gov/>. Copies may also be obtained by contacting the County's

Corporate Compliance Officer at 315-366-2832 or christina.kennedy@madisoncounty.ny.gov. Although the City is not providing services under this Agreement, it agrees to cooperate with the County's compliance efforts, including facilitating access to relevant City records or personnel as necessary for the County to meet its legal and regulatory obligations.

The County will conduct appropriate screening of Affected Individuals to ensure and verify that they have not been sanctioned or excluded by Federal or State law enforcement, regulatory, or licensing agencies; are not the subject of adverse governmental actions; and are not excluded from participation in Federal healthcare programs. By signing this Agreement, the City certifies that it, and any designated representatives involved under this Agreement, have not been sanctioned, excluded, or subject to any such actions by the aforementioned entities.

13) CERTIFICATES OF INSURANCE:

Prior to the commencement of services, each Party shall provide the other with certificates of insurance, including a copy of the Additional Insured Endorsement for the Commercial General Liability policy. All certificates and policies shall include a provision stating that coverage will not be canceled or allowed to lapse without at least thirty (30) days' prior written notice to the other Party.

14) INSURANCE

Each Party agrees to maintain, at its own expense and throughout the term of this Agreement, the following insurance coverage with an insurer licensed to do business in New York State and rated at least A- (Excellent) by A.M. Best:

a. Required Coverages:

- Commercial General Liability (CGL) coverage with limits of insurance of not less than \$1,000,000 each occurrence and \$3,000,000 Annual Aggregate. CGL coverage shall be written on ISO Occurrence form CG 00 01 1001 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, and personal and advertising injury. Each Party shall name the other as an additional insured, with coverage designated as primary and non-contributory to any insurance or self-insurance maintained by the additional insured.
- Worker's Compensation and Employers Liability shall be at statutory limits.
- Waiver of Subrogation: Each Party waives all rights against the other, including their agents, officers, directors, and employees for recovery of damages to the extent these damages are covered by Commercial General Liability or Worker's Compensation and Employers Liability insurance maintained per requirements stated above.

15) CONTRACT MODIFICATIONS:

This Agreement represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Parties.

16) SEVERABILITY:

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

17) CLAUSES REQUIRED BY LAW:

The Parties hereto understand and agree that each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to have been inserted herein, and if through mistake or inadvertence such provision is not inserted, said clause shall be deemed to have been inserted and shall have the full force and effect of law.

18) NEW YORK STATE SEXUAL HARASSMENT LAWS:

By signing this Agreement, each Party and each person signing on behalf of each Party certifies, under penalty of perjury, that the party has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found here: <https://www.ny.gov/programs/combating-sexual-harassment-workplace>.

19) NOTICE:

All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly delivered if delivered in person or sent by registered or certified, first class mail, postage prepaid to:

All notices to the County should be sent to:

Madison County Board of Supervisors
P.O. Box 635
Wampsville, New York 13163

With a copy sent to:

Teisha Cook, LCSW-R, Director of Community Services
Madison County Mental Health Department
P.O. Box 608
Wampsville, New York 13163
Fax (315) 366-2599

All notices to the City of Oneida should be sent to:

City of Oneida Chief of Police
City of Oneida Police Department
108 Main Street
Oneida, New York 13421

With a copy sent to:

City of Oneida City Manager
City of Oneida
109 North Main Street

Oneida NY 13421

Either Party may from time to time change said address by written notice to the other Party, given as above provided.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year hereinafter written.

MADISON COUNTY

DATED: _____

By: _____
James J. Cunningham
Chairman, Board of Supervisors

CITY OF ONEIDA

DATED: _____

By: _____
Name: Kyle Lovell
Title: City of Oneida City Manger

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **James J. Cunningham**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

STATE OF NEW YORK)
COUNTY OF MADISON)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared **Kyle Lovell**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public, State of New York
Appointed in _____ County
My Commission Expires:

Notary

SCHEDULE A
COUNTY REIMBURSEMENT

Appendix A

Mental Health Crisis Worker Budget

6/1/25-5/31/27

				BUDGET	NOTES
Expenses					
	Salary			\$ 58,358	
	Fringe Benefits (estimate)				
	581100 Retirement	10.50%	\$ 6,125		
	582100 Social Security (FICA)	7.66%	\$ 4,472		
	583100 Workers Comp	0.24%	\$ 140		
	584100 Unemployment Ben	0.00%	\$ -		
	585100 Disability	0.12%	\$ 69		
	586100 Health Ins	21.00%	\$ 12,257		
		39.52%		\$ 23,063	
total				\$ 81,421	

***Madison County employees get an automatic raise 1/1 of each year so total amount will increase slightly each year.**

Oneida City to be invoiced quarterly by Madison County; invoice will be actual costs of the quarter