

# ONEIDA COUNTY BOARD OF LEGISLATORS

ONEIDA COUNTY OFFICE BUILDING ♦ 800 PARK AVENUE ♦ UTICA, N.Y. 13501-2977

## COMMUNICATIONS WITH DOCUMENTATION APRIL 11, 2012

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

George Joseph  
Majority Leader

Frank D. Tallarino  
Minority Leader

(Correspondence relating to upcoming legislation, appointments, petitions, etc)

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2012-167 . . .	Read & Filed.....	
2012-171 . . .	Ways & Means.....	
2012-172 . . .	Ways & Means.....	
2012-173 . . .	Economic Development & Tourism, Ways & Means .....	
2012-174 . . .	Public Works, Ways & Means.....	
2012-175 . . .	Public Works, Ways & Means.....	
2012-176 . . .	Public Safety, Ways & Means.....	
2012-177 . . .	Public Safety, Ways & Means.....	
2012-178 . . .	Public Safety, Ways & Means.....	
2012-179 . . .	Public Safety, Ways & Means.....	
2012-180 . . .	Public Safety, Ways & Means.....	
2012-181 . . .	Public Safety, Ways & Means.....	
2012-182 . . .	Health & Human Services, Ways & Means.....	
2012-183 . . .	Health & Human Services, Ways & Means.....	
2012-184 . . .	Health & Human Services, Ways & Means.....	
2012-185 . . .	Health & Human Services, Ways & Means.....	
2012-186 . . .	Health & Human Services, Ways & Means.....	
2012-187 . . .	Health & Human Services, Ways & Means.....	
2012-188 . . .	Health & Human Services, Ways & Means.....	
2012-189 . . .	Health & Human Services, Ways & Means.....	
2012-190 . . .	Government Operations, Ways & Means.....	
2012-191 . . .	Government Operations, Ways & Means.....	
2012-192 . . .	Government Operations, Ways & Means.....	
2012-193 . . .	Government Operations, Ways & Means.....	

**AVAILABLE ON WEBSITE ONLY**

**[www.ocgov.net](http://www.ocgov.net)**

**PETITION BY ONEIDA COUNTY, N. Y., BOARD OF LEGISLATORS**

**for**

**MEMORIALIZING PETITION**

F.N. 2012- 167

**SPONSOR(S): Peter Caruso, Rose Ann Convertino, Joseph Furgol, Edward Welsh, Frank Tallarino, Phillip Sacco, Chad Davis, Emil Paperella, James Murphy, Daniel Trevisani, David Gordon, Franklin Davis**

**RE: RESOLUTION FULLY SUPPORTING NYS DEPARTMENT OF TRANSPORTATION'S CURRENT PROPOSAL TO REPLACE THE EXISTING UTICA, NY NORTH-SOUTH ARTERIAL VIADUCT**

**WHEREAS,** The New York State Department of Transportation (NYSDOT) has determined that the Utica, NY North-South Arterial viaduct is nearing the end of its useful and structurally safe life cycle and routine maintenance is no longer adequate to address the viaducts deterioration, and

**WHEREAS,** NYSDOT has determined that there is an identified need to improve highway safety in the area of the proposed project; and

**WHEREAS,** NYSDOT has determined that there is a need to improve access and mobility to and on the North-South Arterial; and

**WHEREAS,** Utica's North-South Arterial has the highest volume of traffic in the entire NYSDOT Region 2, which includes Oneida, Herkimer and Madison Counties, and is one of Oneida County's essential link to our state's major highways and thoroughfares such as the NYS Thruway, State Routes 5, 5A and 5S, State Routes 8, 12 and 49, State Route 840 and Interstate 790.

**WHEREAS,** NYSDOT has created a proposal to replace the viaduct and to satisfy the following objectives:

1. Eliminate the structural deficiencies and safety concerns in the viaduct;
2. Improve pedestrian, bicycle and vehicular safety
3. Improve access and mobility;
4. Improve aesthetic appearance;
5. Improve connectivity between communities within Region 2, and

**WHEREAS,** satisfying these objectives are essential to enhancing Oneida County's opportunities for economic development, through intercommunity as well as interstate commerce, and for providing a safe and navigable regional artery connecting communities within Region 2, and

**WHEREAS,** there is a concern that this project is in jeopardy of not moving forward and the NYSDOT will not support funding this proposal or any alternative to replace this aging and unsafe viaduct and satisfy the aforementioned objectives.

**RESOLVED,** that the Oneida County Board of Legislators fully supports the proposal that the NYSDOT has outlined and further supports the current proposal or any alternative proposal to replace the existing viaduct of the Utica North-South Arterial for the purposes and objectives listed above; and



**RESOLVED,** that the Oneida County Board of Legislators implores the NYSDOT and Governor Andrew Cuomo to approve funding for this essential project and move forward for the safety and development of Oneida County and the entire NYSDOT Region 2.

**RESOLVED,** That the Clerk of the Board shall transmit copies of this memorializing petition to New York State Assembly Representatives Anthony Brindisi (D-116), Claudia Tenney (R-115), and William Magee (D-111), New York State Senators Joseph Griffo (R-47) and David Valesky (D-49), Governor Andrew Cuomo, New York State Assembly Speaker Sheldon Silver and New York State Majority Leader Dean Skelos, New York State Department of Transportation Commissioner Joan McDonald.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

Inhel Canny  
Philip M. Sacco  
Frank D. Tallarino

Gene  
Norman Speer

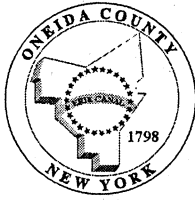
John A. May  
Chad Davis  
Joseph Jurgal  
William Goodman  
L. A. #4

Paul  
Ann Converse  
Emil R. Paparella  
Leroy  
Robert  
Norman Leach

Harold Regner  
Edna P. Wild  
Patrick Brennan  
Ronald Townsend  
Lee Porter  
Birn M. Mundy  
Dante Wood  
Gene E. [Signature]

The enclosed petition represents the opinion of those members of the Oneida County Board of Legislators signing the same regarding the contents or subject matter of the petition. Under the Rules of the Board, a Legislator may sign said petition or may, in the alternative, elect not to sign the petition. There are 29 members of the Oneida County Board of Legislators.

DATED: 3-14-12



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**  
ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX (315) 798-2390  
www.ocgov.net

**ANTHONY J. PICENTE, JR.**  
County Executive  
ce@ocgov.net

April 2, 2012

FN 20 12-171

Oneida County Board of Legislators  
800 Park Ave.  
Utica, NY 13501

**WAYS & MEANS**

Honorable Members:

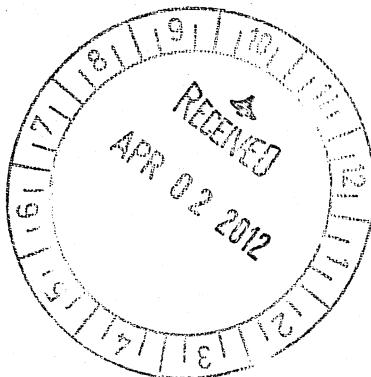
It gives me great pleasure to recommend Joanne Gerace to the Upper Mohawk Valley Memorial Auditorium Authority Board. This is a five (5) year term, to expire on December 31<sup>st</sup>, 2016.

Please review and approve this recommendation at your next Board meeting.

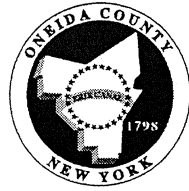
Regards,

Anthony J. Picente, Jr.  
Oneida County Executive

Cc: Joanne Gerace  
Chairman Louis Steppello



Anthony J. Picente Jr  
Oneida County Executive



John P. Talerico  
Commissioner of Personnel

**ONEIDA COUNTY DEPARTMENT OF PERSONNEL**

County Office Building 800 Park Avenue Utica, New York 13501-2986  
Phone: (315) 798-5725 Fax: (315) 798-6490 Email: personnel@ocgov.net  
Web site: www.ocgov.net

March 27, 2012

FN 20 12-172

Honorable Anthony J. Picente Jr  
County Executive  
800 Park Avenue  
Utica, New York 13501

**WAYS & MEANS**



Dear County Executive Picente:

Attached please find correspondence from Commissioner of Water Quality & Water Pollution Control, Steven Devan, requesting extended sick leave with pay for Thomas Morreale, Jr., Water Resources Chemist

Mr. Morreale began his employment with Oneida County on September 6, 1990 and has more than 21 years of service with Oneida County. According to Oneida County Personnel Rules, he may be granted up to sixty (60) working days of extended sick leave with pay with the understanding that he is obligated to pay back the sick days used upon his return to work. He has also applied for the Leave Donation Program as required by the Oneida County Personnel Rules.

Of the sixty (60) days of extended sick leave requested for Mr. Morreale, he will only be in need of approximately eight (8) of those days, as he is scheduled to return to work.

I recommend that this request be forward to the Board of Legislators for their consideration at their next meeting.

Sincerely,

Handwritten signature of John P. Talerico.  
John P. Talerico  
Commissioner of Personnel

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Handwritten signature of Anthony J. Picente, Jr.  
Anthony J. Picente, Jr.  
County Executive

Date

3/27/12

Attachment

Cc: Steven Devan, Commissioner of WQ & WPC  
Thomas Morreale, Jr.

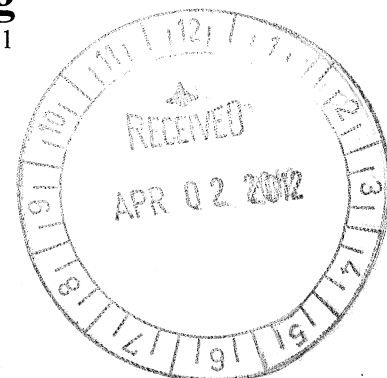


# Oneida County Department of Planning

Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

April 2, 2012

FN 20 12-173



Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

## ECONOMIC DEVELOPMENT & TOURISM

### WAYS & MEANS

Dear Mr. Picente:

As is explained in the attached letter from the Herkimer County Water Quality Coordinating Committee, the Planning Department has unanimously been awarded a grant in the amount of \$17,000. These funds will be used to purchase a multi-function large format printer/scanner. These funds will be provided within sixty days of submitting an invoice.

This supplemental appropriation is supported by unanticipated revenue in from the above mentioned grant. **There will be no additional cost to the County in support of this request.**

I therefore request your Board approval for the following **2012** supplemental appropriation:

TO:		
AA# K8220.2 -	K- Planning - Equipment .....	\$17,000.

This supplemental appropriation will be fully supported by unanticipated revenue in:

RA# K2270 - - - -	K - Planning - Other Unclassified Revenue.....	\$17,000.
-------------------	--	-----------

Respectfully submitted,

*John R. Kent, Jr.*

John R. Kent, Jr  
Commissioner

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

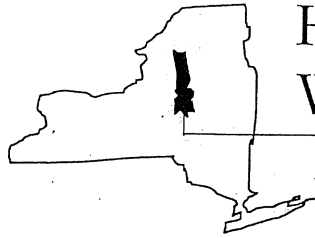
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive

Date 4/3/12

Attachs.

CC: County Attorney  
Comptroller  
Budget Director

1.



# HERKIMER COUNTY WATER QUALITY COORDINATING COMMITTEE

5653 State Route 5 • Herkimer, New York 13350-9721 • Phone (315) 866-2520 • Fax (315) 866-8870

**RECEIVED**

**MAR 26 2012**

ONEIDA COUNTY  
DEPARTMENT OF PLANNING

March 22, 2012

Mr. John R. Kent, Jr., Program Director  
Herkimer-Oneida Counties Comprehensive Planning Program  
321 Main Street  
Utica, NY 13501

Dear Mr. Kent,

This letter will serve to inform you that at its March 22, 2012 meeting, the Herkimer County Water Quality Coordinating Committee (HC WQCC) voted unanimously to provide funding to reimburse HOCCPP for the cost to purchase the multi-function, large format printer/scanner we previously discussed. Based on the specifications and information your office provided, the WQCC approved and committed a total grant amount not to exceed \$17,000.00.

Funding will be provided through the Committee's FY 08-09 FL-LOWPA funding program which is currently available.

Once the purchase has been made, please submit an invoice and any supporting documentation that shows the total cost of the equipment. Reimbursement will be made to HOCCPP within 60 days of the receipt of the invoice.

Please contact me if you have any questions or require additional information.

Sincerely,

Ted Teletnick, Chairman  
HC WQCC

cc: J. Breiten

# Oneida County Department of Public Works

ANTHONY J. PICENTE JR  
County Executive

DENNIS S DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone:(315) 793-6221 Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Structures  
Reforestation

FN 20 12-174

March 28, 2012

Hon. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**PUBLIC WORKS**  
**WAYS & MEANS**



Dear County Executive Picente:

This is a request to consider agreements between the County of Oneida and the involved towns and villages in Oneida County for road striping for the 2012 season.

Attached is a copy of the typical agreements. The language in most of the agreements is the same with the exception of those who utilize sharing of services, i.e. we will stripe certain roads, and in turn, that municipality will mow or ditch County roads. The County purchases the materials and is reimbursed by the Towns.

I respectfully request that the Public Works and Ways and Means Committees consider this agreement, with presentation to the Board of Legislators at their next regular scheduled meeting.

Sincerely,

Dennis S. Davis  
Commissioner  
Department of Public Works

cc: County Attorney  
Highways, Bridges & Structures

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

f-

Date

4/4/12





# Oneida County - Town/Village Pavement Marking Agreement 2012

**THIS AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by and between the **COUNTY OF ONEIDA**, by and through the Department of Public Works, with its offices located at 6000 Airport Road, Oriskany, New York, hereinafter called “County” and the Town of *Sample*, municipal corporation organized and existing under the laws of the State of New York, with its principal place of business being located at, hereinafter called “Town”.

## WITNESSETH:

That for and in consideration of payment and agreements hereinafter mentioned:

1. The County agrees to perform certain work and furnish certain materials for the Town as follows:

The County will furnish labor, machinery and materials required to stripe Town roads. The Town of **SAMPLE** will supply all supervision to stripe Town roads. The Town of \_\_\_\_\_ shall reimburse the County for labor, machinery and materials used.

2. The County further shall save the Town from all claims for labor or materials used in the County’s performance under this contract. The County shall further defend and indemnify the Town against any and all claims for property damage and bodily injury, including death, arising from allegations of negligence against the County in their performance under the terms of this agreement, but the County shall not be required to defend and indemnify the Town against claims arising from allegations of negligent design or signing of the

# Oneida County - Town/Village Pavement Marking Agreement 2012

highways covered by this agreement or any other allegations of negligent acts of commission or omission attributable to the Town.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

(Seal)

By \_\_\_\_\_

Anthony J. Picente, Jr., County Executive

TOWN OF

(Seal)

By \_\_\_\_\_

Supervisor

APPROVED AS TO FORM \_\_\_\_\_

ONEIDA COUNTY ATTORNEY

# Oneida County - Town/Village Pavement Marking Agreement 2012

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_ 20\_\_ by and between the **COUNTY OF ONEIDA**, by and through the Department of Public Works, with its offices located at 6000 Airport Road, Oriskany, New York, hereinafter called “County” and the Village of *Sample*, municipal corporation organized and existing under the laws of the State of New York, with its principal place of business being located at, hereinafter called “Village”.

## WITNESSETH:

That for and in consideration of payment and agreements hereinafter mentioned:

1. The County agrees to perform certain work and furnish certain materials for the Village as follows:

The County will furnish labor, machinery and materials required to stripe Village roads. The Village of *SAMPLE* will supply all supervision to stripe Village roads. The Village of \_\_\_\_\_ shall reimburse the County for labor, machinery and materials used.

2. The County further shall save the Village from all claims for labor or materials used in the County’s performance under this contract. The County shall further defend and indemnify the Village against any and all claims for property damage and bodily injury, including death, arising from allegations of negligence against the County in their performance under the terms of this agreement, but the County shall not be required to defend and indemnify the Town against claims arising from allegations of negligent design or signing of the

# Oneida County - Town/Village Pavement Marking Agreement 2012

highways covered by this agreement or any other allegations of negligent acts of commission or omission attributable to the Village.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

(Seal)

By \_\_\_\_\_

Anthony J. Picente, Jr., County Executive

VILLAGE OF (Seal)

By \_\_\_\_\_

Mayor

APPROVED AS TO FORM \_\_\_\_\_

ONEIDA COUNTY ATTORNEY

# *Oneida County Department of Public Works*

ANTHONY J PICENTE JR  
County Executive

DENNIS S DAVIS  
Commissioner

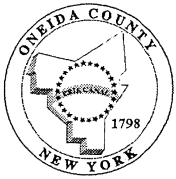
6000 Airport Road  
Oriskany, New York 13424  
Phone:(315) 793-6221 Fax: (315) 768-6299

DIVISIONS:  
Buildings & Grounds  
Engineering  
Highways, Bridges & Struc  
Reforestation

March 26, 2012

RE: 2012 TOWN/VILLAGE PAVEMENT MARKING AGREEMENTS HAVE BEEN SENT TO THE FOLLOWING TOWNS & VILLAGES WITH SPECIFIED STIPULATIONS:

Town of Annsville	Reimburse for labor, machinery & materials
Town of Deerfield	Reimburse for labor, machinery & materials
Town of Kirkland	Reimburse for materials and mows 24.29 miles of County Highways
Town of Marcy	Reimburse for materials and ditch 40 hrs. on County Highways
Town of New Hartford	Reimburse for materials and ditch 40 hrs. on County Highways
Town of Paris	Reimburse for labor, machinery & materials
Town of Remsen	Reimburse for labor, machinery & materials
Town of Sangerfield	Reimburse for labor, machinery & materials
Town of Verona	Reimburse for labor, machinery & materials
Town of Westmoreland	Mow 40 miles of County Rds & ditch 25 hrs. on County highways
Village of Holland Patent	Reimburse for labor, machinery & materials
Village of New York Mills	Reimburse for labor, machinery & materials
Village of Prospect	Reimburse for labor, machinery & materials
Village of Remsen	Reimburse for labor, machinery & materials
Village of Sylvan Beach	Reimburse for labor, machinery & materials
Village of Whitesboro	Reimburse for labor, machinery & materials
Village of Yorkville	Reimburse for labor, machinery & materials



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE, JR.**  
County Executive  
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING  
800 PARK AVENUE  
UTICA, NEW YORK 13501  
(315) 798-5800  
FAX (315) 798-2390  
www.ocgov.net



April 2, 2012

Mr. Gerald J. Fiorini, Chairman  
Oneida County Board of Legislators  
800 Park Avenue  
Utica, NY 13501

FN 20 12 - 175

**PUBLIC WORKS**

**WAYS & MEANS**

Dear Mr. Fiorini:

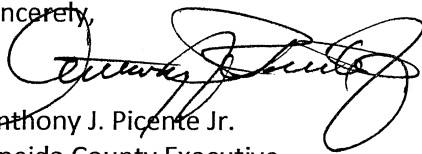
John J. Williams compiled an outstanding record of public service to the people of Oneida County through his service as a member of the County Board of Legislators from 1978 through 1996, including service as Board Chair from 1992 through 1996, and through his dedicated service as Commissioner of Public Works from 1996 until 2009. Jack, as he was affectionately known throughout this community, truly loved serving his county which came second only to the family he loved so much. Of all his roles in County government the one he truly enjoyed the most and had the greatest impact was that of Commissioner of Public Works. Jack implemented many of the programs that have led to cost savings not just for Oneida County but for many Towns in the county. He worked tirelessly with our representatives in Albany to get the greatest share of transportation funding for our region. He worked each day to make this county better and did so until the very end.

It is only fitting that we honor this man in the manner that best suited him. Jack would not want anything that was flashy but rather simple reflecting what he worked best at. The Pinnacle Road Bridge in the Town of Paris was one such project Jack worked on. In addition to it being in the Town he lived in, it represents that which was at the heart of Jack's interest, keeping people safe and moving forward.

Jack was a leader who brought integrity, sincerity and vision to government.

I am hereby requesting the dedication of an appropriate memorial to Mr. Williams with the naming and dedication of the Pinnacle Road Bridge in the Town of Paris, to be known as the "John J. Williams Memorial Bridge." I request your Board take appropriate action to honor our dear friend and colleague.

Sincerely,

  
Anthony J. Picente Jr.  
Oneida County Executive

Cc: Dennis Davis

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY:*

*2ND BY:*

**RE: RESOLUTION NAMING A BRIDGE IN THE TOWN OF PARIS TO HONOR FORMER  
PUBLIC WORKS COMMISSIONER JOHN J. WILLIAMS**

WHEREAS, John J. Williams compiled an outstanding record of public service to the people of Oneida County through his service as a member of the Oneida County Board of Legislators from 1978 through 1996, including service as Board Chair from 1992 through 1996, and brought the force of his driving energy to make government a responsive, effective, efficient mechanism for solving the problems of county residents through dedicated service as Commissioner of Public Works from 1996 until 2009, and

WEREAS, John J. Williams was a leader who brought integrity, sincerity and vision to government, and who served as a catalyst for positive change so that the basic commitment of government to provide residents with a sound system of highways would be fulfilled with maximum effectiveness and minimum cost, and

WHEREAS, John J. Williams is fittingly honored by the dedication of Pinnacle Road Bridge in the Town of Paris, because in his career, "Jack" served as the living bridge who connected people, who brought communities together, and who made colleagues into lifelong friends, and

WHEREAS, John J. Williams was a community leader whose word was his bond; whose handshake was a commitment and whose public service career was always a shining example of integrity and selfless dedication, now, therefore, be it hereby

RESOLVED, That the Pinnacle Road Bridge in the Town of Paris is hereby dedicated to John J. Williams, former Commissioner of Public Works, and shall be named the "John J. Williams Memorial Bridge".

DATED: April 11, 2012

Adopted by the following v.v. vote:

AYES: \_\_\_\_\_ NAYS: \_\_\_\_\_ ABSENT: \_\_\_\_\_

**ONEIDA COUNTY**



ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE

**EMERGENCY MANAGEMENT**

120 Base Rd \* Oriskany, NY 13424

**KEVIN W. REVERE - DIRECTOR**

(315) 765-2522 \* Fax (315) 765-2529

March 12, 2012

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 12-176



Dear Mr. Picente:

Re: C835000 August 1, 2010 through July 31, 2013

Attached are nine (9) copies of an amendment between Oneida County Office of Emergency Management and the New York State Office of Homeland Security.

Goals of this amendment are to support health emergency preparedness planning efforts to prepare for and respond to a health emergency, prevent terrorist attacks, man-made and natural hazards, to protect the people of New York State including critical infrastructure and key resources, prepare to respond to and recover from both man-made and natural disasters and support health emergency preparedness planning efforts to prepare for and respond to a health emergency.

In 2010, Oneida County Office of Emergency Management (OEM) was awarded \$358,287 from the New York State Division of Homeland Security and Emergency Services (DHSES) for the period of August 2010 through July 31, 2013. DHSES allocated \$317,101 to OEM and \$41,186 to the Oneida County Health Department (OCHD) for the provision of supporting health emergency preparedness efforts. This amendment, which is limited to the workplan and allocation of \$41,186 to OCHD, is to change the budget category from personnel to contractual services. The term of this amendment is August 1, 2010 through July 31, 2013.

This is not a mandated program. If this amendment meets with your approval, please forward to the Board of Legislators.

Sincerely,

Kevin W. Revere  
Director  
Oneida County Office of Emergency Management Services

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

attachments  
ry

Date 4/4/12



**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Oneida County Emergency Services C835000

**NAME AND ADDRESS OF VENDOR:** New York State  
Office of Homeland Security  
1220 Washington Avenue  
State Office Building Campus  
Building 7A, Suite 610  
Albany, New York 12242

**SUMMARY OF STATEMENTS:** The goal of this contract is to support health emergency preparedness planning efforts to prepare for and respond to a health emergency. The goal is to prevent terrorist attacks and against man-made and natural hazards, to protect the people of New York including critical infrastructure and key resources, prepare to respond to and recover from both man-made and natural disasters, support health emergency preparedness planning efforts to prepare for and respond to a health emergency.

**PREVIOUS CONTRACT YEAR:** August 9, 2009 through July 31, 2012

**TOTAL:** Award to Oneida County was \$583,000. Breakdown is as follows: State Homeland Security contract is \$356,965, State Law Prevention Program is \$145,750 and State Local Health Department is \$80,285. Grand total: \$583,000.

**THIS CONTRACT YEAR:** August 1, 2010 through July 31, 2013

**TOTAL:** \$358,287 (\$41,186 awarded to local health department)

NEW  RENEWAL  AMENDMENT

<b><u>FUNDING SOURCE:</u></b> Account: H346	\$358,287
Less Revenues: _____	-0-
Federal Funds: _____	\$358,287
County Dollars – Previous Contract	-0-
County Dollars – This Contract	-0-

\*\* In 2010, Oneida County Office of Emergency Management (OEM) was awarded \$358,287 from the NYS Division of Homeland Security and Emergency Services (DHSES) for the period of August 1, 2010 through July 31, 2013. DHSES allocated \$317,101 to OEM and \$41,186 to the Oneida County Health Department (OCHD) for the provision of supporting health emergency preparedness efforts. This amendment, which is limited to the workplan and allocation of \$41,186 to OCHD, is to change the budget category from personnel to contractual services.

**SIGNATURE:** Kevin W. Revere, Director Oneida County Emergency Services

**DATE:** March 8, 2012

Please attach (6) six signed, notarized originals of this form to the Budget Amendment/Grant Extension (DHSES-55)  
Please note: Each original signature requires an original notary.

**APPENDIX X**

Agency Code: 01077

Contract No.: C835000  
Period: 08/01/2010 - 07/31/2013  
Funding Amount for Period: \$358,287.00

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through the New York State Division of Homeland Security and Emergency Services, having its principal office at 1220 Washington Ave, State Office Campus, Building 7A, Suite 610, Albany, NY 12242 (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the GRANTEE/CONTRACTOR), for modification of Contract Number C835000, as amended in attached: DHSES-55, Appendix B – Budget and Appendix D – Workplan/Special Conditions

All other provisions of said AGREEMENT shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing next to their signatures.

**GRANTEE SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Hon. Anthony J. Picente Jr.  
Title: County Executive

Approved as to Form Only  
Assistant County Attorney

State of New York )  
 )ss.  
County of \_\_\_\_\_ )

By: \_\_\_\_\_  
Brian M. Miga  
Assistant County Attorney

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known, who being duly sworn, did depose and say that (s)he resides in \_\_\_\_\_, that (s)he is the \_\_\_\_\_ of the \_\_\_\_\_, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name thereto by like order.

\_\_\_\_\_  
(Notary)

**STATE AGENCY SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Michele R. Wahrlich, Contracts Manager

State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

**STATE COMPTROLLER'S SIGNATURE:**

\_\_\_\_\_

**Appendix D - Program Workplan and Special Conditions**

**I. ALL GRANT FUNDS:**

**A. Permissible Use of Funding**

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the FY 2010 HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index.shtm>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with FY 2010 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on the NYS Division of Homeland Security and Emergency Services' (DHSES) website at <http://www.security.state.ny.us/publications/index.html>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down FY 2010 UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

**B. Record Requirements**

1. Grantees shall keep an agenda and meeting minutes on file for all meetings conducted regarding HSGP funded activities.
2. Any documents produced as a result of these meetings such as plans, schedules, or procedures, will also be kept on file and be made available to DHSES, upon request.

**C. Equipment Purchases**

1. Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2010 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<https://www.rkb.us>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through DHSES, for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2010 HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

**D. Training & Exercise Related Activities**

1. Any non-DHS approved training courses to be supported by this award must be submitted to DHS, through DHSES for certification.
2. All exercises conducted must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP). An After-Action Report/Improvement Plan (AAR/IP) must be prepared and submitted to DHSES following every exercise, regardless of type or scope. AAR/IPs must conform to the HSEEP format and must be submitted within 60 days of completion of the exercise.
3. Grantees are required to be NIMS compliant. DHSES requires that Grantees contact their county point of contact to determine how the particular county requires reporting. Grantees are expected to complete the web based NIMSCAST report or provide the county with a completed paper copy of the NIMSCAST report.

**E. Law Enforcement Requirements**

1. Grantees that are law enforcement agencies agree that such funding shall be utilized for prevention, preparedness, and response initiatives consistent with the New York State Homeland Security Strategy, and with Counter Terrorism Zone (CTZ) efforts at the State and local level. This will ensure that fiscal resources are used for seamless and effective counter terrorism planning, training, information sharing, investigation, equipment acquisition, and response functions.

**Appendix D - Program Workplan and Special Conditions**

2. Particular attention must be paid to equipment and technology acquisitions, and, where similar technology already exists in the State's law enforcement communities, grantees will ensure that interoperability between and among existing law enforcement systems, and the New York State Intelligence Center (NYSIC), is accomplished.
3. Grantees further agree to consult with the NYSIC to ensure agency participation and inclusion in New York State's Field Intelligence Officer (FIO) Program.

**F. EHP Requirements**

1. Grantees shall comply with all applicable federal, State, and local environmental and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898).
2. Failure of Grantees to meet federal, State, and local EHP requirements and obtain applicable permits may jeopardize federal funding. Grantees shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA, including but not limited to communications towers, physical security enhancements, new construction, and modifications to buildings that are 50 years old or greater. Grantees must comply with all conditions placed on the project as the result of the EHP review.
3. Any change to the approved project scope of work will require re-evaluation for compliance with these EHP requirements.
4. If ground disturbing activities occur during project implementation, Grantees must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, such Grantee will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office.

**G. Equipment Maintenance Requirements**

1. Grantees must track grant funds used for maintenance contracts, warranties, repair or replacement costs and upgrades, and report such expenditures in fiscal and program reports.

**II. ADDITIONAL REQUIREMENTS FOR TARGETED GRANT PROGRAMS:**

**A. Explosive Detection Canine Team Grant Program**

1. Grantees are required to follow New York State Division of Criminal Justice Services (DCJS) or New York State Police (NYSP) guidelines for maintenance training in order to meet the annual recertification requirements for canines purchased with these grant funds.
2. This requirement includes attending training in which a DCJS certified canine explosives trainer is present and completes the proper documentation of such training for recertification, or attending NYSP regional explosives detection canine training as per their protocol.
3. Grantees must make these records available to DHSES, upon request, for review to ensure compliance with these conditions.
4. Grantees must participate in the Department of Homeland Security's Office for Bombing Prevention (OBP) Explosive Detection Canine Capability Analysis Program once it becomes implemented in New York State.

**B. Companion Animal Shelter Equipment (CASE) Grant**

1. CASE Grantees are required to submit their animal response plan to DHSES prior to contract end date. Submission of these documents is required prior to reimbursement of the final 25% of the grant award.

**C. Technical Rescue and Urban Search and Rescue Grant**

1. A signed Regional Partnership Agreement (RPA) from representatives of each regional partner agreeing to share assets and sustain/maintain equipment obtained under the FY2010 Technical Rescue & USAR Grant Program must be submitted to DHSES before any reimbursement is made by the State of New York and not later than 4 months after receipt of an award letter.

**Appendix D - Program Workplan and Special Conditions**

**D. Operation SPIDER/RED Cell Team Exercises**

1. To satisfy the programmatic reporting requirements for Operation SPIDER/Red Team Exercises, recipient is required to submit only one program progress report per Operation/Red Team Exercise to DHSES. This report is due 30 days after the last day of each Operation/Exercise. After Action Reports (AARs) must be submitted to DHSES for each Red Team Exercise within 30 days of the last day of each Red Team Exercise.

**E. Bomb Squad Initiative**

1. For the performance period of this grant, all bomb squads awarded grant funds by DHSES must establish, maintain and, when requested by DHSES, demonstrate the capability to wirelessly transmit radiological spectra data files from the field in real-time. These files must be transmitted to designated "reach-back" and scientific support elements in the Domestic Nuclear Detection Office (DNDO's) "Securing the Cities" Initiative or New York Statewide Radiological Detection and Interdiction Program. As necessary, funds from this award can be utilized to establish and/or maintain this capability as budgeted in approved Appendix B Project Budget.

**Appendix D - Program Workplan and Special Conditions**

This Program will be implemented by: **Oneida County Emergency Services  
Oneida County Health Department**

**Project Goal:** Prevent terrorist attacks and mitigate against man-made and natural hazards; protect the people of New York, our critical infrastructure and key resources; prepare to respond to and recover from both man-made and natural disasters; support health emergency preparedness planning efforts to prepare for and respond to a health emergency.

**Objective # 1**

Enhance a public health surveillance system. (9.1)

**Task # 1**

Procure consultant to conduct allowable health-planning activities and coordinate with other local community agencies and providers to implement emergency action plans to address various situations related to homeland security initiatives.

**Performance Measure # 1**

Planning activities conducted. Provide brief narrative reporting planning activities completed and describe how the project enhanced the jurisdiction's health emergency preparedness capabilities.

**Objective # 2**

Enhance interoperable communication system. (6.7)

**Task # 1**

Purchase allowable interoperable communications equipment to provide backup in the event of a catastrophic failure of the 911 system. Train appropriate personnel in the proper use of the equipment and place the equipment in service.

**Performance Measure # 1**

Identify equipment ordered and received. Provide a brief narrative on the training of personnel and the deployment of equipment. Describe how the project enhanced communications capabilities in the jurisdiction. Equipment accountability records are properly maintained. Provide explanation if equipment is received but not deployed, include deployment plans as appropriate.

Oneida County  
C835000

SFS\_VENDOR\_NUMB

FY10 State Homeland Security Program

SH10-1064-E01

**Appendix B - Project Budget**  
**Contract Period: 8/1/2010 - 7/31/2013**

	<u>GRANT AMOUNT</u>	<u>MATCH AMOUNT</u>
<b><u>Oneida County Emergency Services</u></b>		
<b>Consultant Services</b>		
Consultant services for health planning activities	41,186.00	0.00
	<b>41,186.00</b>	<b>0.00</b>
<b>Equipment</b>		
Bridging/Patching/Gateway Equipment: Telecommunication Equipment (Expenditures are prohibited pending EHP approval if not mobile or portable)	88,090.00	0.00
Radio Base Station (Expenditures are prohibited pending EHP approval if not mobile or portable)	229,011.00	0.00
	<b>317,101.00</b>	<b>0.00</b>
<b>Oneida County Emergency Services Budget Total</b>	<b>358,287.00</b>	<b>0.00</b>
<b>Grant Total</b>	<b>358,287.00</b>	<b>0.00</b>

<b>Project Budget Summary</b>	<b>Grant Amount Total</b>	<b>Match Amount Total</b>
Consultant Services	41,186.00	0.00
Equipment	317,101.00	0.00
<b>Total</b>	<b>358,287.00</b>	<b>0.00</b>

Please return to:  
 NYS Division of Homeland Security and Emergency Services  
 State Office Building Campus - Bldg. 7A  
 1220 Washington Avenue, Suite 610  
 Albany, NY 12242

**BUDGET AMENDMENT/GRANT EXTENSION**  
 \_\_\_\_\_ X \_\_\_\_\_ FEDERAL FUNDS  
 \_\_\_\_\_ STATE FUNDS

1. GRANTEE: Oneida County 2. COUNTY Oneida 3. CONTRACT NUMBER: C835000

4. IMPLEMENTING AGENCY: Oneida Co Emergency Svcs 5. DHSES NUMBER: WM10835000

6. TYPE OF REQUEST: \_\_\_\_\_ BUDGET REALLOCATION \_\_\_\_\_ BUDGET INCREASE \_\_\_\_\_ BUDGET DECREASE \_\_\_\_\_ GRANT EXTENSION \_\_\_\_\_ START DATE X WORK PLAN

7. PROJECT TITLE: FY08 State Homeland Security Program 8. DATE OF REQUEST: February 28, 2012

9. DATE OF LAST APPROVED REQUEST: \_\_\_\_\_ 10. CONTRACT DURATION 08/01/10 TO 07/31/13 11. REQUESTED TERMINATION DATE \_\_\_\_\_ 2/28/2012

12. REQUESTED BUDGET AMENDMENT \_\_\_\_\_ 11a. REQUESTED NEW START DATE \_\_\_\_\_

CATEGORY	A. APPROVED PROJECT BUDGET		* B. PROPOSED TRANSFER		C. REQUESTED NEW START DATE		REQUESTED OPERATING BUDGET	
	STATE/FEDERAL	CASH/OTHER MATCH	STATE/FEDERAL	CASH/OTHER MATCH	STATE/FEDERAL	CASH/OTHER MATCH	STATE/FEDERAL	CASH/OTHER MATCH
A. PERSONNEL	\$41,186.00		-\$41,186.00					
B. FRINGE BENEFITS								
C. CONSULTANTS			\$41,186.00				\$41,186.00	
D. EQUIPMENT	\$317,101.00						\$317,101.00	
E. SUPPLIES								
F. TRAVEL								
G. RENT								
H. ALT & RENOVATIONS								
I. ALL OTHER								
<b>TOTAL</b>	<b>\$358,287.00</b>		<b>\$0.00</b>		<b>\$0.00</b>		<b>\$358,287.00</b>	<b>\$0.00</b>

13. AMENDMENT JUSTIFICATION (attach additional sheets if necessary): Grantee (LHD) requesting a budget amendment as they would like to hire a consultant to conduct the planning work instead of the Public Health Planner which was budgeted. Expenditures reported to date total \$ 0.00.

14. This document is submitted as a request to modify current contract: \_\_\_\_\_

Grantee Signature

OHS USE ONLY

X APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ APPROVED WITH CONDITIONS (SEE ATTACHED) \_\_\_\_\_ APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ APPROVED WITH CONDITIONS (SEE ATTACHED)

Program \_\_\_\_\_ Title Beverly Riley, Contract Program Representative Fiscal Title \_\_\_\_\_



Anthony J. Picente, Jr.  
County Executive



David Tomidy  
Director



# Oneida County Probation Department

321 Main Street, 2<sup>nd</sup> Floor, Utica, New York 13501

Utica ~ Phone: (315) 798-5914 Fax: (315) 798-6467  
Rome ~ Juvenile: (315) 337-0080 Adult: (315) 337-0073  
E-mail: [probation@ocgov.net](mailto:probation@ocgov.net) · Web Site: [www.ocgov.net](http://www.ocgov.net)

Supervisors  
Thomas Brognano  
Patrick Cady  
Paula Mrzlikar

FN 20 12-177

March 26, 2012

## PUBLIC SAFETY WAYS & MEANS

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue – 10<sup>th</sup> Floor  
Utica, New York 13501

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive  
Date 4/4/12

Re: Oneida-Herkimer-Madison BOCES  
Safe Schools/Healthy Students Program

Dear Mr. Picente:

We have an approved contract with the Oneida-Herkimer-Madison BOCES District to fund two personnel positions in our IRT Program. Based on its success the Waterville School District is interested in our services.

The enclosed Amended Contract will extend through June 30, 2012 and then will renew for another year at least. We are hopeful that these positions can be sustained with BOCES support after the grant.

We are proud of the success of this program and strongly recommend approval of this Contract.

Very truly yours,

DAVID TOMIDY  
PROBATION DIRECTOR

DT:kas  
Enclosures



AMENDED  
Oneida County Board of Legislators  
Contract Summary

Name of Proposing Organization: Oneida County Probation Department

Title of Activity or Service: Oneida Madison BOCES Safe Schools (IRT)

Proposed Dates of Operation: 9/7/10 to 06/30/2012

Client Population/Number to be served: 175 juveniles between the ages of 12 and 18

Narrative Description of Proposed Services: Provides school based probation services to designated Oneida County Schools in Oneida-Madison BOCES District to reduce PINS and Juvenile Delinquency actions in the Probation Department and Family Court. Backbone of project is the IRT (Initial Response Team) approach of identifying at risk youth early and providing school based and community preventive services, overseen by the Probation Department.

- 1) Program/Service Objectives and Outcomes: Reduce formal Family Court PINS filings. The Rome IRT project reduced filings from (60) in 2005-06 to (13) in 2006-07 and (9) in 2007-08 and (7) in 2008-09 which significantly reduced the incidence of costly residential placement at over \$100,000.00 p/youth p/yr.

The BOCES project will target outlying schools such as Remsen, Holland Patent, Whitesboro etc. that on their own could not support an IRT process.

- 2) Program Design and Staffing: Program employs (2) Probation Officers who will be assigned to (Mobil) IRT teams to cover the designated schools on a needs be basis based on numbers of PINS cases at each.

- 3) Total Funding Requested: (NONE) Account #: 3140

Federally funding @ 100% of program cost for (3) years. Second year \$96,911.00

Funding Recommendation: Oneida County does not have to supply any additional funding. Reimbursement from the school is used to offset the total cost of 3140 Office of Probation positions.

Cost Per Client Served: Based on an estimate of (125) clients served the reimbursement will be approximately \$432.00 p/client paid in full by the school district

Past Performance Data: based on the Rome model we anticipate at minimum an 85% reduction in new cases presented for formal PINS services by the county.

O.C. Department Staff Comments: Probation Department highly recommends approving the Probation department's partnership with Utica Schools as a cost effective method of reducing incidents of PINS behavior an in reducing county cost of formal programming and residential placement.

# Juvenile Probation Officer

## Agreement for Services Contract Addendum

THIS AGREEMENT, made and entered into, by and between **Oneida County Probation Department**, an agency of the county of Oneida, New York (hereinafter called "Contractor") and the **Oneida-Herkimer-Madison Board of Cooperative Educational Services** (hereinafter called "OHM BOCES") **OHM BOCES CORE**.

WHEREAS, OHM BOCES CORE has need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place in 11 of its component school districts and the BOCES. These districts are; Brookfield, Clinton, Holland Patent, New Hartford, New York Mills, Oriskany, Remsen, Sauquoit, Waterville, Westmoreland, and Whitesboro.

WHEREAS, OHM BOCES CORE desires to engage the services of one additional Juvenile Probation Officer to address early on truancy and incorrigibility issues through the Initial Response Team process within the school environment, and

WHEREAS, the Contractor is desirous to provide personnel to OHM BOCES CORE to be utilized as Juvenile Probation Officers at the times and places hereinafter indicated, and

WHEREAS, the parties agree that the responsibilities of the Juvenile Probation Officers are as follows:

- Evaluate matters for adjustment and perform supervision of persons in lieu of a formal PINS petition and court action;
- Assist school staff in identifying those youth that are at risk of formal PINS/JD Petitions;
- Coordinate with school staff or designee to develop an Initial Response Team (IRT) intervention protocol specific to the needs of the identified district(s);
- Facilitate referrals directly to the Probation Department that pose high risk and/or are not able to be adjusted through the IRT process;
- Assist in the coordination and scheduling of IRT meetings;
- Facilitate the family conference/IRT in conjunction with designated school staff and or the OHM BOCES CORE Coordinators assigned to the respective district;
- Monitor adherence to all written agreements resulting from the IRT process:
  - Interpreting conditions of the agreement
  - Supervising youth to ascertain compliance with the conditions set forth in the IRT agreement
  - Counsel and assist with problems relating to compliance
  - Assure the maintenance of lawful behavior at home, school and in the community

- Work directly with students identified in the school setting;
- Address any violations of the agreements accordingly;
- Prepare progress reports on persons under probation supervision;
- Establish and maintain contact with other social and law enforcement agencies and cooperate with them in matters of mutual interest;

NOW, THEREFORE, in exchange for the consideration hereinafter stated:

1. OHM BOCES CORE hereby agrees to secure the services of the Contractor and Contractor agrees to provide to OHM BOCES CORE the services of one additional full-time Juvenile Probation Officer who will serve the identified component districts from the execution date of this contract until **June 30, 2012**.
2. The Juvenile Probation Officer will wear the Contractor's department uniform as deemed necessary by the Contractor including sidearm in an authorized holster when appropriate.
3. Whenever possible, the Contractor will provide substitute coverage when the designated officer(s) is absent.
4. The designated Juvenile Probation Officer(s) and any substitute officers are not employees of OHM BOCES CORE as that term is commonly understood and, therefore, it is expressly understood that OHM BOCES is not directly responsible for any worker's compensation, disability or medical insurance coverage for said officer(s).
5. Any investigations, arrests, interviews, or other matters that require additional time at the designated component districts over and above the agreed upon seven (7) hours per day per officer will be provided to OHM BOCES CORE at no additional charge by the Contractor.
6. The parties agree that all information exchanged is considered confidential and protected under Federal and New York State Confidentiality Laws including FERPA, HIPPA, and issues pertaining to Alcohol and Substance Abuse.
7. The Contractor and any subsequent substitute(s) shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV – related test.

The Contractor and any other substitute officers from Oneida County Probation Department agrees that their staff to whom confidential HIV – related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

The Contractor and any substitute contractor must include the following written statement when disclosing any confidential HIV – related information.

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

8. It is understood by OHM BOCES CORE and the Contractor that the Oneida County Probation Department will retain tactical control of the officer(s). When the Juvenile Probation Officer(s) become aware of any illegal activity, he/she will then function as an Oneida County Probation Officer with respect to the action, investigation and prosecution of such illegal activity.
9. OHM BOCES CORE shall hold the Contractor and the designated Juvenile Probation Officer(s) harmless from any action, suit or claim that arises from the reasonable performance of assigned duties. OHM BOCES shall not be responsible for grossly negligent conduct, conduct performed outside the scope of assigned duties.
10. Notwithstanding any other provision of this Agreement, the Contractor shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment.
11. The parties agree that the Contractor shall be paid the additional sum of **\$61,272.00 (balance of this total amount for the 2011-2012) contract year is \$10,212.00** which will include compensation for an additional probation officer; salary, fringe, travel, and probation officer training. The rate of pay and fringe is paid at the currently negotiated employee contract for the Contractor’s department and may change upon any future signed employee contract upon OHM BOCES CORE receipt of statement of applicable salary and fringe charges. OHM BOCES agrees to pay the Contractor on a quarterly basis upon presentation of a Billing Statement, listing the Contract number, Contract name, and any attached date including the date and times worked by the Juvenile Probation Officer(s).
12. The parties agree that all records must be available for a period of four (4) years and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.
13. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto.



Office of the Sheriff



County of Oneida

Sheriff Robert M. Maciol  
Undersheriff Robert Swenszkowski

Chief Deputy Gabrielle O. Liddy  
Chief Deputy Jonathan G. Owens

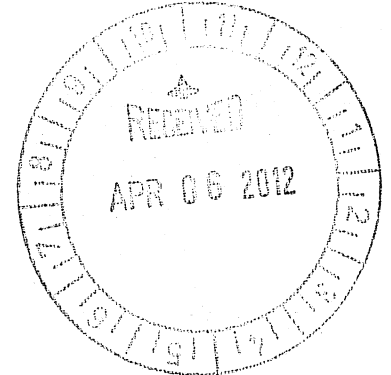
March 28, 2012

FN 20 12-178

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

PUBLIC SAFETY

WAYS & MEANS



Dear County Executive Picente:

The Sheriff's Office is requesting approval for the renewal of the Central New York Psychiatric Center contract with Onondaga County.

The Sheriff's Office has previously contracted with Onondaga County to offer its inmates security services during the time that Onondaga County inmates undergo psychiatric care at the Central New York Psychiatric Center, located in Marcy, New York. This agreement has been, and will continue to be, an important source of revenue for the Sheriff's Office.

Consequently, the Sheriff's Office is currently seeking to renew this agreement with Onondaga County, which would commence on January 1, 2012, and expire on December 31, 2013. The aforementioned county agrees to pay the Sheriff's Office \$165.00 per inmate, per day, for the security services rendered by the Sheriff's Office.

If you find the enclosed contract acceptable, I am requesting your approval by way of signature. I would like to thank you for your time and diligent attention to this matter in advance. If you have any questions, require clarification or seek additional information from me in order to help you make a decision regarding my request, please do not hesitate to contact me at any point in time.

Sincerely,

Robert M. Maciol  
Sheriff

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Date 4/4/12

**Administrative Office**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-8364  
Fax (315) 765-2205

**Law Enforcement Division**  
6065 Judd Road Oriskany, NY 13424  
Voice (315) 736-0141  
Fax (315) 736-7946

**Correction Division**  
6075 Judd Road Oriskany, NY 13424  
Voice (315) 768-7804  
Fax (315) 765-2327

**Civil Division**  
200 Elizabeth Street Utica, NY 13501  
Voice (315) 798-5862  
Fax (315) 798-6495

**Oneida County Department/Office:** Sheriff's Office

**Competing Proposal:**  
**Only Respondent:**  
**Sole Source RFP:**  
**Other: X (Revenue)**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**Name of Proposing Organization:** Oneida County Sheriff's Office

**Providing Service to:** Onondaga County Sheriff's Office (Onondaga County)

**Title of Activity or Service:** Security Services at the CNY Psychiatric Center

**Proposed Dates of Operation:** January 1, 2012 – December 31, 2013

**Client Population/Number to be Served:** For inmates who are in need of psychiatric care and meet Section 508 of Correction Law criteria

**Summary Statements**

- 1) **Narrative Description of Proposed Services:** Oneida County Sheriff's Office provision of security services at the CNY Psychiatric Center
- 2) **Program/Service Objectives and Outcomes:** Guarding contracted county's inmates as they obtain psychiatric care and treatment at the CNY Psychiatric Center
- 3) **Program Design and Staffing:** 24-7 security coverage of contracted county's inmates at the CNY Psychiatric Center

**Total Funding Requested:** None

**Account #:** A2270 (revenue)

**Oneida County Dept. Funding Recommendation:** N/A

**Proposed Funding Sources (Federal \$/ State \$/County \$):** N/A

**Cost Per Client Served:** \$165.00 per day/per inmate (revenue)

**Past Performance Data:** N/A

**Oneida County Department/Office Staff Comments:** Revenue helps to offset expenses incurred by the correctional facility



**AGREEMENT**

**THIS AGREEMENT**, made this **first** day of **January 2012**, by and between the **County of Oneida**, a municipal corporation of the State of New York, with offices at 6075 Judd Road, Oriskany, New York 13424, hereinafter called "**Oneida**", through the offices of the Oneida County Sheriff, hereinafter called "**Sheriff**" and the **County of Onondaga** a municipal corporation of the State of New York with offices at 407 S. State Street, Syracuse NY 13202 hereinafter called "**Contract County**"

**WITNESSETH...**

**WHEREAS**, the Central New York Psychiatric Center Forensic Unit provides services at the Central New York Psychiatric Center, located at P. O. Box 300, 9005 Old River Road, Marcy, New York, 13403, County of Oneida; and

**WHEREAS**, said Forensic Unit has the capability of providing services for the Sheriff's Departments of surrounding counties which may have inadequate facilities for treating mentally ill inmates; and

**WHEREAS**, such Forensic Unit is located in Oneida County and the Contract County has need, from time to time, to have prisoners treated at the Central New York Psychiatric Center; and

**WHEREAS**, the Oneida County Sheriff is able to provide security services at the Central New York Psychiatric Center Forensic Unit; and

**WHEREAS**, the New York State Correction Law provides for the designation of substitute jails, and for the removal of prisoners from a jail to appropriate facilities for care and treatment; and

**WHEREAS**, the parties hereto wish to confirm their understanding and make an agreement pursuant to Section 508 of the Correction Law for security at the Central New York Psychiatric Center, in Marcy, New York for Contract County's inmates who are in need of psychiatric care; and

**WHEREAS**, the parties acknowledge that Central New York Psychiatric Center will provide in-patient psychiatric services to Contract County's inmates who meet the criteria of Section 508 of the New York State Correction Law conditioned upon available bed space and the recommendations of the examining psychiatrist at the Central New York Psychiatric Center.

**NOW, THEREFORE**, the parties hereto do agree as follows:

1. The Contract County agrees to complete and obtain all applications and certificates required by Section 508 of the New York State Correction

## Security: Central New York Psychiatric Center

Law for the removal of its inmates to a psychiatric hospital to seek treatment. Upon completion of all required papers, the Contract County shall call the Oneida County Sheriff's Office during the business day to confirm availability of bed space. Contract County shall give as much information as possible concerning the potential admission. The psychiatrist at Central New York Psychiatric Center shall have the final decision whether to admit the Contract County's inmate.

2. The Contract County agrees to apply for and obtain, pursuant to Section 504 of the New York State Correction Law, any and all orders from the New York State Commission of Correction deemed necessary in order to designate the Oneida County Correctional Facility as a substitute jail for the confinement of the Contract County's inmates who are in need of forensic services provided herein.
3. The Contract County agrees that in the event an inmate is transferred to the custody of the Oneida County Sheriff's Office and admitted for treatment at the Central New York Psychiatric Center Forensic Unit, the Contract County will assume responsibility to:
  - (a) Notify the Director of Community Services at the Central New York Psychiatric Center. Notify the inmate's attorney. Notify the inmate's family, in the event that information on the family is available;
  - (b) Provide custody of the inmate until a body receipt is obtained from an Oneida County Sheriff's Correction Officer on duty at the Forensic Unit;
  - (c) Transport the inmate to the Central New York Psychiatric Center Forensic Unit;
  - (d) Complete and deliver with the inmate, all appropriate admission papers and other information relative to the inmate's psychiatric condition. Failure to ensure correctly completed papers will result in an inability to admit the inmate;
  - (e) Transport the inmate to and from any location outside Oneida County;
  - (f) Transport the inmate from the Central New York Psychiatric Center Forensic Unit back to the Contract County in the event that the inmate is discharged, released from custody via bail, adjudicated, or dismissed of all criminal charges.
4. Oneida County agrees to provide a Correction Officer at the Central New York Psychiatric Center Forensic Unit to guard said inmate(s) at all times after their admission into the Forensic Unit. The Contract County agrees

Security: Central New York Psychiatric Center

to pay to Oneida the sum of **one hundred Sixty Five Dollars (165.00)** per day, per inmate, for such security services.

5. Oneida County agrees to provide transportation for all inmates in need of medical care to and from local medical providers and hospitals. If an inmate committed to the Central New York Psychiatric Center Forensic Unit is subsequently treated by a medical provider, or admitted to a hospital, the Contract County shall pay for all medical expenses incurred. **Within 48 hours of admission, the Contract County shall either assume custody of their inmate at the hospital or arrange for transfer of the inmate/patient to a hospital in the Contract County.** In the event that an inmate is admitted into a hospital as an inpatient, said fee of \$165.00 per day shall be waived and Oneida County shall charge the Contract County the actual costs of transporting and guarding the inmate for up to 48 hours.
6. Such inmates shall be treated and housed at the Central New York Psychiatric Center Forensic Unit in Marcy, New York until such time as the Central New York Psychiatric Center's Director shall discharge said inmates in accordance with the provisions of Section 508 of the New York State Correction Law. All costs for the care and treatment of said inmates shall be defrayed in accordance with the applicable provisions of the Mental Hygiene Law and shall be the responsibility of either the Contract County or the State of New York.
7. Parties hereto agree the term of this agreement shall be for Two (2) years commencing on **January 1, 2012** until **December 31, 2013**. Oneida County or the Contract County may cancel this agreement, with or without cause, by giving the other party a thirty (30) day written notice of its intent to terminate.
8. The Contract County's Sheriff further covenants and agrees to hold harmless and indemnify the Oneida County Sheriff from and against any and all costs, expenses, damages and claims that may arise from the performance of this agreement. This is including, but not limited to, personal injury, death, and property damages, including those which are occasioned by the conduct of said transferred inmates, except that the Contract County Sheriff shall not be liable for any claims, costs, expenses and damages arising out of or attributable to the negligence on the part of the Oneida County Sheriff or his/her Correction Officers, police officers and employees, except as set forth herein.

9. The Contract County's Sheriff agrees to reimburse the Oneida County Sheriff for any claims paid to others by the Oneida County Sheriff for personal injury, property damage, and/or death provided that no such claim shall be paid by the Oneida County Sheriff without the prior written consent of the Sheriff of the Contract County.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year written below.

County of Onondaga

Kevin E. Walsh

Print Name of Sheriff

[Signature]

Signature of Sheriff

Joanne M. Mahoney

Print Name of County Official  
County Executive

[Signature]

Signature of County Official J&H Jr.

County of Oneida

[Signature]

Robert M. Macioli  
Sheriff

Anthony J. Picente, Jr.  
County Executive

STATE OF NEW YORK  
County of Onondaga  
(SHERIFF)

On this 23<sup>rd</sup> day of March, 2012, before me, the subscriber, personally came Kevin E. Walsh, to me known, who, being by me duly sworn, did depose and say that he resides in Onondaga County New York; that he is the **Sheriff** of the Contract County, the corporation described in and which executed the above instrument; ~~that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.~~

Elaine B. Foley

Notary Public

**ELAINE B. FOLEY**  
Notary Public in the State of New York  
No. 01FO6182585  
Qualified in Onondaga County  
My Commission Expires Feb. 25, 2016

Approved As To Form  
ONEIDA COUNTY ATTORNEY  
By [Signature]

STATE OF NEW YORK  
COUNTY OF *Onondaga*  
(COUNTY OFFICIAL)

On this 21<sup>st</sup> day of March, 2012, before me, the subscriber, personally came Joanne M. Mahoney to me known, who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_ County New York; that ~~he~~ <sup>County Executive</sup> is the ~~Sheriff~~ of the Contract County, the corporation described in and which executed the above instrument; ~~that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that~~ ~~he~~ signed his name thereto by virtue of such authority.

Mary Beth Rice  
Notary Public

MARY BETH RICE  
Notary Public, State of New York  
No. 4775559  
Qualified in Onondaga County 14  
Commission Expires June 30, 2014

STATE OF NEW YORK  
COUNTY OF ONEIDA  
SHERIFF

On this 28<sup>th</sup> day of MARCH, 2012, before me, the subscriber, personally came **Robert M. Maciol** to me known, who, being by me duly sworn, did depose and say that he resides in the County of **Oneida**, New York; that he is the **SHERIFF** of the County of **Oneida**, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.

Susan M. Goding  
Notary Public

SUSAN M. GODING  
Notary Public, State of New York  
Reg. #01GO6053603  
Qualified in Oneida County  
My Commission Expires Jan. 16, 2015

STATE OF NEW YORK  
COUNTY OF ONEIDA  
COUNTY EXECUTIVE

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the subscriber, personally came **Anthony J. Picente, Jr.**, to me known, who, being by me duly sworn, did depose and say that he resides in the County of **Oneida**, New York; that he is the **COUNTY EXECUTIVE** of the County of **Oneida**, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that it was so affixed by virtue of the statutes of the State of New York in such case made and provided and that he signed his name thereto by virtue of such authority.

\_\_\_\_\_  
Notary Public

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

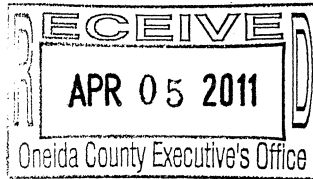
Scott D. McNamara  
District Attorney

Michael A. Coluzza  
First Assistant

Dawn Catera Lupi  
First Assistant

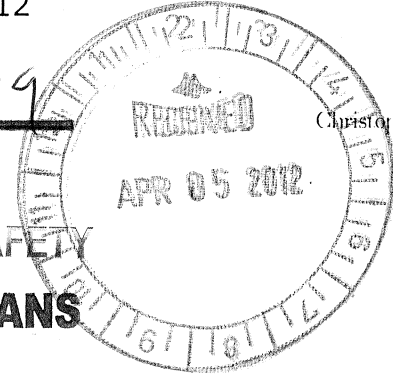
Kurt D. Hameline  
Laurie Lisi  
Paul J. Hernon  
Matthew P. Worth  
Joseph A. Saba  
Grant J. Garramone  
Steven G. Cox  
Stacey L. Paolozzi  
Bernard L. Hyman, Jr.  
Todd C. Carville

Robert L. Bauer  
Michael R. Nolan  
Kurt D. Schultz  
Kara E. Wilson  
John J. Raspante  
Joshua L. Bauer  
Patrick F. Scully  
Christopher D. Hameline  
Steven P. Feiner



March 30, 2012

FN 20 12-179



The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

PUBLIC SAFETY  
WAYS & MEANS

Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2012 budgetary transfer within the District Attorney's cost center to cover the salaries of the security officers for the new office:

TO:

A1165.102 District Attorney, Temporary Help \$5,000

FROM:

A1165.101 District Attorney, Salaries \$5,000

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

Scott D. McNamara  
Oneida County District Attorney

- cc: Hon. Gerald J. Fiorini, Chairman  
Hon. George Joseph, Majority Leader  
Hon. Frank Tallarino, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director

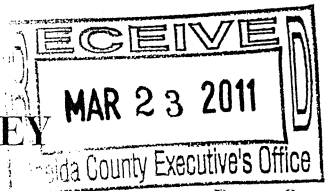
Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 4/5/12

ONEIDA COUNTY  
OFFICE OF THE DISTRICT ATTORNEY

Scott D. McNamara  
District Attorney



Michael A. Coluzza  
First Assistant

Dawn Catera Lupi  
First Assistant

- Kurt D. Hameline
- Laurie Lisi
- Paul J. Hernon
- Matthew P. Worth
- Joseph A. Saba
- Grant J. Garramone
- Steven G. Cox
- Stacey L. Paolozzi
- Bernard L. Hyman, Jr.
- Todd C. Carville

- Robert L. Bauer
- Michael R. Nolan
- Kurt D. Schultz
- Kara E. Wilson
- John J. Raspante
- Joshua L. Bauer
- Patrick F. Scully
- Christopher D. Hameline
- Steven P. Feiner

FN 20 12-180  
March 20, 2012

PUBLIC SAFETY

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

WAYS & MEANS



Dear Mr. Picente:

By this letter, I am requesting your approval, as well as that of the Board of Legislators, for the following 2012 supplemental appropriation within the District Attorney's Law Enforcement cost center to purchase an evidence and property room management system for the Rome Police Department:

TO:

- A1162.492 Law Enforcement, Computer Software \$5,350
- A1162.212 Law Enforcement, Computer Hardware \$3,189

This supplemental appropriation will be fully funded by:

- A1207 Law Enforcement, Approp. F.B. Year Forfeitures \$8,539

This 2012 supplemental appropriation will be fully supported by forfeiture funds that are already on deposit.

At your earliest convenience, please submit this request to the Board of Legislators for their approval.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

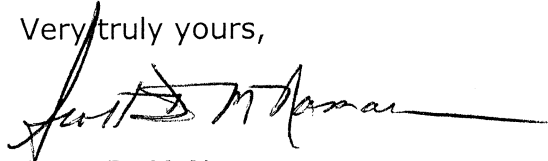
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date 3/23/12

The Honorable Anthony J. Picente, Jr.  
March 20, 2012  
Page Two

If you have any questions or concerns, please contact me.

Thank you.

Very truly yours,

A handwritten signature in black ink, appearing to read "Scott D. McNamara", with a long horizontal flourish extending to the right.

Scott D. McNamara  
Oneida County District Attorney

se

cc: Hon. Gerald J. Fiorini, Chairman  
Hon. David J. Wood, Majority Leader  
Hon. Frank Tallarino, Minority Leader  
Hon. Les Porter, Chairman, Ways & Means Comm.  
Hon. Richard A. Flisnik, Chairman, Public Safety  
Thomas Keeler, Budget Director



# Oneida County Office of Traffic Safety / STOP-DWI Program

Anthony J. Picente Jr.  
Oneida County Executive



Michael S. Colangelo  
STOP-DWI Administrator



March 12, 2012

Honorable Anthony J. Picente, Jr. **PUBLIC SAFETY**  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

## WAYS & MEANS

Dear County Executive Picente:

Pursuant to Article III, Section 308 of the Oneida County Charter and Administrative Code, I hereby recommend the following appointments to the Oneida County Traffic Safety Advisory Board.

Appointment to a one year term expiring on 12/31/12.

Robert M. Maciol  
Oneida County Sheriff  
Law Enforcement Building  
6065 Judd Road  
Oriskany, New York 13424

Scott D. McNamara  
District Attorney  
Oneida County Office Building  
800 Park Ave  
Utica, New York 13501

Donna M. Vitagliano, President  
Chief Executive Officer  
Insight House  
500 Whitesboro Street  
Utica, New York 13502

Cassandra Sheets  
Executive Director  
MVCA/A  
502 Court Street, Suite 401  
Utica, New York 13502

David Tomidy, Probation Director  
Oneida County Probation Dept.  
Union Station, 321 Main Street  
Utica, New York 13501

Captain Francis Coots  
New York State Police  
9017 State Rt. 49  
Marcy NY 13403

Patricia Washburn, President  
Oneida County MADD  
911 Schuyler St.  
Rome, NY 13440

Michael C. Austin  
Vice President  
Utica National Insurance  
Box 530  
Utica, NY 13503

Oneida County Emergency Services ▪ 200 Base Road ▪ Suite 3 ▪ Oriskany, NY 13424  
Office of Traffic Safety 315.736.8946 ▪ STOP-DWI Program 315.736.8943  
Fax: 315.736.8958 ▪ E-mail [stopdwi@ocgov.net](mailto:stopdwi@ocgov.net) ▪ [www.ocgov.net](http://www.ocgov.net)

Chief Mark W. Williams  
City of Utica Police Department  
413 Oriskany Street West  
Utica, New York 13501

Chief Kevin Beach  
Rome Police Department  
301 North James Street  
Rome NY 13440

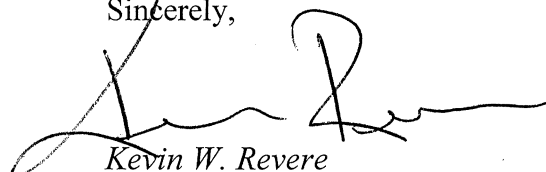
Ex-Officio Member:

Honorable Richard A. Flisnik, R-8  
Oneida County Legislator  
Oneida County Office Building  
800 Park Ave  
Utica NY 13501

Ex-Officio Member:

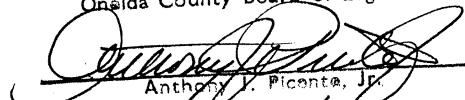
William B. Goodman, D-13  
Oneida County Legislator  
Oneida County Office Building  
800 Park Ave  
Utica NY 13501

Sincerely,



*Kevin W. Revere*  
*Emergency Services Director*

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

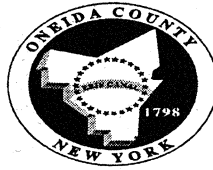


Anthony J. Picenta, Jr.  
County Executive

Date 3/14/12



**Anthony J. Picente Jr.**  
County Executive



**Lucille A. Soldato**  
Commissioner

**ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES**

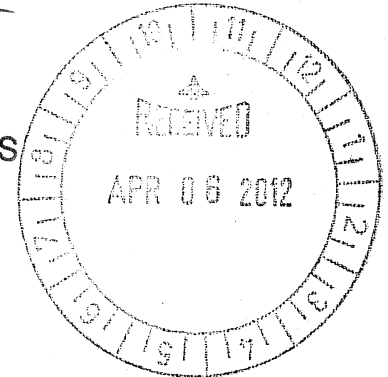
County Office Building, 800 Park Avenue, Utica, NY 13501  
Phone (315) 798-5733, Fax (315) 798-5218

April 2, 2012

Honorable Anthony J. Picente Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators per Board Resolutions and Local Law #3 of 2001, amending Article VIII, Section 802 of the Administrative Code.

This Purchase of Services Agreement with the Neighborhood Center, Inc. ensures that the individuals providing advocacy services are competent and trained in the area of Child Sexual Abuse Investigation. The Advocates will provide child victims or alleged victims and their non-offending family members, with supportive services in a compassionate and understanding matter, to enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Child Advocacy Center has proven itself to be a model program and has been effective in the team-approach of investigation and conviction or perpetrators.

The cost of this Agreement is \$ 78,867 from the June 1, 2012 through May 31, 2013. There is no local cost to support this agreement.

I am respectfully requesting that this matter be forwarded to the Board of Legislators for action. Thank you for your consideration.

Sincerely,

Lucille A. Soldato  
Commissioner

LAS/tms  
attachment

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 4/5/12

4/2/12  
# 18606

Oneida Co. Department Social Services

Competing Proposal  X   
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_.

**Oneida County Board of  
Legislators Summary**

**Name of Proposing Organization:** Neighborhood Center, Inc.  
293 Genesee Street  
Utica, New York 13501

**Title of Activity or Services:** Advocacy Services to provide advocacy and guidance for Child Sexual Abuse victims or alleged victims and their families, of Child Sexual Abuse.

**Proposed Dates of Operation:** June 1, 2012 through May 31, 2013

**Client Population/Number to be Served:** Children and their families who are victims or alleged victims of Child Sexual Abuse

**SUMMARY STATEMENTS**

**1). Narrative Description of Proposed Services**

The Agreement is to assist child victims and their non-offending family members to move forward in their lives following the horrendous crime of child sexual abuse and /or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical abuse.

The Children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure during medical interview, exam, law enforcement and judicial proceedings. The role of the advocate is supportive, informative and continuous. The Advocates are also active participates with the Child Advocacy Center.

**2). Program/Service Objectives and Outcomes**

**Outcome:** Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

**Performance:** Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in

regards to serious abuse cases. In their role the advocates will provide 24 hour crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

**3). Program Design and Staffing Level - Two full-time Child Sexual Abuse Advocates.**

**Total Funding Requested: \$ 78,867**

**Oneida County Dept. Funding Recommendation: Account #: A6011.49537**

**Mandated or Non-mandated Service: Mandated**

**Proposed Funding Source (Federal \$ /State \$ / County \$):**

Federal	0.00 %	= \$	0
State	87.32 %	= \$	68,867
Local	0.00 %	= \$	0
Other	12.68 %	= \$	10,000

**Cost Per Client Served:**

**Past performance Served:** The Neighborhood Center, Inc. has provided this service to the Department since 2009. The contract cost from June 1, 2011 through May 31, 2012 is \$ 78,867.

**O.C. Department Staff Comments:** The Department is satisfied with the provider's service and this is a community wide service not just limited to public assistance recipients.

## AGREEMENT

THIS AGREEMENT, made and entered in to, by and between the Oneida County Department of Social Services, an Agency of the County of Oneida, a municipal corporation organized and existing under the laws of the State of New York and having its principal offices at the Oneida County Office Building, 800 Park Avenue, Utica, New York 13501, (hereinafter called Department), and the Neighborhood Center, 293 Genesee Street, Utica, New York 13501 (hereinafter called Contractor).

WHEREAS, the Department has the need to provide advocacy and guidance for Child Sexual Abuse victims and/or some family members for individual family in Oneida County,

WHEREAS, the Department has determined that the amount of funds to be paid to the Contractor is fair and reasonable to provide such services,

NOW THEREFORE, the Contractor agrees to provide two Child Sexual Abuse Victim Advocates which have earned a four year degree in one of the following subjects: Psychology, human development, childhood development, social work, human services, sociology or a related field for victims referred by the Department,

The purpose of this Agreement is to assist child victims and their non-offending family members move forward in their lives following the horrendous crime of child sexual abuse and/or severe physical abuse. The Contractor will provide child victims and their non-offending family members with supportive services in a compassionate and understanding matter, which will enable them to begin healing from the trauma of child sexual abuse and/or severe physical. They will also develop and promote a coordinated response to child sexual abuse and or severe physical abuse; facilitate future disclosures; and collaborate efforts with other CAC team members, including law enforcement, child protective workers, medical personnel and mental health providers, utilizing trained New York State Department of Health certified sexual violence advocates; specifically family advocates.

The Children who have been sexually abused and/or severely physically abused and have disclosed, need to feel safe when telling of these horrendous acts. Disclosures happen at all different times of the day and night. The Child Sexual Abuse Advocates will accompany the children and their non-offending family members throughout all processes of this disclosure, whether it is with an investigator and/or Child Protective Service worker. The role of the advocate is supportive, informative and continuous.

The Child Sexual Abuse Advocates will assist children and their non-offending family members heal from the trauma of child sexual abuse.

The following is a list of services to be provided but not limited to:

- a) Respond to victims and their non-offending family members at the initial reporting of alleged child sexual abuse and/or severe physical abuse
- b) Provide crisis intervention, advocacy/accompaniment and information/referrals to child victims and their non-offending family members throughout the initial interview/investigation process.
- c) Provide supportive information in regards to the interview process; investigation process, criminal justice process; medical services; and all follow-up proceedings pertaining to the allegation of child sexual abuse/severe physical abuse to victims and their non-offending family members.
- d) Schedule and accompany on-site forensic medical exams for child sexual abuse victims.
- e) Schedule initial on-site counseling appointments with Child Advocacy Center mental health sub-contractors for child sexual abuse victims and their non-offending family members.
- f) Provide advocacy/accompaniment and support, after-hours/weekends during the initial disclosure/interview and forensic medical exam to child sexual abuse victims and their non-offending family members as needed.
- g) Provide follow-up services to include but not limited to monthly home visits and weekly phone contact to child sexual abuse victims and their non-offending family members.
- h) Participate in Child Advocacy Center meetings, case reviews, case planning discussion and training as directed by the Child Advocacy Center supervisory staff.
- i) Provide progress notes detailing pertinent case related contacts and information.
- j) Active participation in the Child Advocacy Center in meetings, planning and case discussion as called for or directed by the Child Advocacy Center. Two advocates will be co-located at the Child Advocacy Center to perform said services. The Child Advocates will be supervised by the provider's supervisory staff and overseen by the Child Advocacy Center and the Child Advocacy Center supervisory staff will direct daily activities.
- k) Advocates will make contacts with victims and families independent of medical exams, court appearances, interviews and counseling sessions as directed by Child Advocacy Center staff. Generally, Advocates will have contact with victims and their families in the home at least once a month for the duration of the open case. In addition, Advocates will have weekly phone contact with victims and families for the duration of the open case.
- l) Advocates will keep the caseworker and investigator assigned to the case informed of case developments.
- m) Advocates will attend training as provided by the County of Oneida.
  - a. Program Service Given: While Oneida County is particularly interested in innovative approaches to improving outcomes for families and children, all laws, regulations and Oneida County Department of Social Services procedures must be complied with including the following:
    - i. For Child Sexual Abuse Victims Advocacy services, contractor will cooperate with Oneida County Department of Social Services and will provide the necessary services and documentation to ensure compliance with standards prescribed by federal, state, and local law.
    - ii. The contractor shall not sub-contract any part of this contract award to another agency without written approval from Oneida County

Department of Social Services.

The advocates assigned to the CAC will submit a fingerprint check and along with a SCR/Connections Check (cost will be covered by the Department).

The Child Advocacy Center will provide the advocates on-site supervision and will hold meetings with Contractor on a regular basis and/or as needed. The Contractor will be responsible for any disciplinary issues, if issues are identified and not corrected. The Child Advocacy Center Supervisors will be notified in writing of any disciplinary action taken, including counseling memos, for an advocate assigned within this contract

The Contractor and the Department agree to meet as necessary but at least every 3 months to discuss systems and program issues.

The Department agrees to refer appropriate Child Sexual Abuse Victims and families on a timely basis to utilize the Contractors services,

The Department and the Contractor agree that the goals of this Project are:

The goal is to help child victims and their non-offending family members deal with the victimization, through a team approach, with compassion and understanding, in a positive and healing manner.

Outcome/Measurements

**Outcome:** Assist child victims and non-offending family members to deal with victimization in the most positive and healing manner possible to minimize trauma associated with child sexual and/or severe physical abuse.

**Performance:** Victim advocates will be present at initial interviews, medical interviews and examinations, law enforcement and judicial proceedings, or other such meetings in order to support the victims, facilitate future disclosures and promote a coordinated response by the CAC team in regards to serious abuse cases. In their role the advocates will provide crisis intervention as well as maintain regular contact with the victim and/or family. These services will be offered in a manner that reflects cultural competence and family focused planning.

**Measurement:** 100% of the victim and families served at the CAC will be offered the services of a victim advocate and referred to a victim advocate for follow up.

**Measurement:** Victim advocates will engage 80% of the victims and families referred for services.

**Measurement:** 80% of the individuals who received services from the victim advocates will report satisfaction with the quality and availability of the services provided as measured by a client satisfaction survey given after the first 72 hours of service and at the conclusion of their services.

All information contained in the Contractor's files shall be held confidential by the Contractor and the Department pursuant to the applicable provisions of the Social Services Law and any State



Department Regulations promulgated thereunder, including 18 NYCRR Section 357.5 and 423.7, as well as any applicable Federal Laws and any regulations promulgated thereunder and shall not be disclosed except as authorized by law.

The Contractor agrees to comply with all applicable Federal Laws, including the requirements of the Civil Rights Act of 1964 as amended, the Age Discrimination Employment Act of 1967 as amended, the Federal Rehabilitation Act of 1973 as amended, and Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Relations, 41 CFR Part 60. The Agency also agrees to observe all applicable Federal regulations found in the Federal Code of Regulations.

Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this Contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

The Contractor and any subsequent sub-contractor shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection or an HIV - related test.

The Contractor and any subsequent sub - contractor agrees that their staff to whom confidential HIV - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for redisclosure in violations of State Law and Regulations.

The Contractor and any subsequent sub - contractor must include the following written statement when disclosing any confidential HIV - related information.

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

The Contractor, as a Business Associate of the Department, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as "HIPAA", as well as all regulations promulgated by the Federal Government in furtherance thereof, to assure the privacy and security of all protected health information exchanged between the Contractor and

the Department. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply the Standards for Privacy of Individually Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically;
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the Department's clients;

This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the Department in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the Department, except that:

1. The Contractor may use and disclose protected health information for the Contractor's own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the Department.

The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this Agreement or as required by law;
2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in the Agreement;
3. Report to the Department any use or disclosure of the information not provided for by this Agreement of which the Contractor becomes aware;
4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the Department agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
5. Make available protected health information in accordance with 45 CFR § 164.524;
6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR §

- 164.528;
7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
  8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the Department available to the Secretary of Health and Human Services for purposes of determining the Department's compliance with 45 CFR § 164.504(e)(2)(ii); and
  9. At the termination of this Agreement, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the Department that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Agreement to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

The Contractor agrees that this Agreement may be amended if any of the following events occurs:

1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the Department's HIPAA compliance, or
3. There is a material change in the business practices and procedures of the Department.

Pursuant to 45 CFR § 164.504(e)(2)(iii), the Department is authorized to unilaterally terminate this contract if the Department determines that the Contractor has violated a material term of this Agreement.

The Contractor, if a municipal corporation, represents that it is a self-insured entity. If a not-for-profit Corporation or entity other than a self-insured municipal Corporation, the Contractor agrees to obtain and maintain in effect a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor agrees that it will require any and all Subcontractors with whom it subcontracts pursuant to this contract to obtain and maintain a general policy of liability insurance in an amount not less than one million dollars (\$ 1,000,000). The Contractor further agrees to procure and maintain in force, for the duration of this Agreement, insurance in types and in the amounts as determined by the Department. Such coverage must be identified and entered upon a Standard Insurance Certificate or its acceptable substitute and be signed by the Contractor's Agency's insurance company, agent or broker.

The Contractor agrees that it will, at its own expense, at all times during the term of this agreement, maintain in force a policy of insurance which will insure against liability for property damage

and/or injury/death with regard to any property of persons. The liability and property damage coverage of such insurance shall not be less than One Million dollars (\$ 1,000,000). The Contractor agrees to have the Department and Oneida County added to said insurance policies as named additional insureds, as their interest may appear, and to provide the Department and/or Oneida County with a certificate from said insurance company, or companies, showing coverage as herein before required, such certification to show the Department and the Oneida County as additional insureds and to provide that such coverage shall not be terminated without written prior notice to the to the Department and/or Oneida County of at least thirty (30) days.

### Reporting Requirements

The Contractor agrees to submit a Quarterly Program Report every three months for the duration of the contract. The Contractor must provide statistics report on a monthly basis which must be received monthly no later than the 5<sup>th</sup> day of the following month of service which will include the following information:

Number of victims and secondary victims served, monthly case load, type of services provided including number and type of contacts per case and comments.

Report must also include section for number of families served each month (broken out by TA-Temporary Assistance and 200% Poverty). In order to have consistent reporting in this section, the number of families reported each month is to be unduplicated within the contract. A family that is served more than once per month within the contract should be counted only once. If a family receives services from more than one contract with your agency should be counted once per month in each contract that service was received.

The Department must receive monthly reports no later than the 5<sup>th</sup> day of the following month of service. Reports must be submitted to the Oneida County Contract Administration Office located at 800 Park Avenue, 4<sup>th</sup> Floor, Utica, New York 13501.

The liaisons for this Contract are:

Jim Brognano ---- Oneida County Department of Social Services,  
Sandra Soroka ----- Neighborhood Center

The term of this Agreement shall be from June 1, 2012 through May 31, 2013 and maybe renewed agreeable to each party, and completed prior to the end of the term of this agreement. It is agreed by the Contractor that performance without this agreement will not be paid for by the Department.

The Department agrees to pay the Contractor monthly upon submission of a County Voucher and data to verify claimed expenditures. The total cost of services provided not to exceed \$ 78,867 for a period of one year per the attached County of Oneida Budget.

*Page 8 of 13*

The Agency agrees to prepare and provide any and all monthly reports required by the County and State Governments pertaining to this contract.

The Contractor agrees to provide an Annual Certification as attached pertaining to this Contract as part of the Contractor's Annual Independent audit.

It is expressly agreed between the parties that the Contractor is an independent contractor and not in any way deemed to be employee of the Department or the County of Oneida.

It is further expressly agreed that the Contractor will hold the Department and the County of Oneida harmless from any liability arising from any act of omission or commission by the Contractor with respect to this Agreement or any terms hereof.

This Agreement cannot be assigned by the Contractor without obtaining written approval of the Department.

This Agreement can be terminated with a 30 day written notice by either party.

This Agreement contains all the terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of and provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

The obligations of the parties hereunder are conditioned upon the continued availability of Federal and/or New York State funds for the purposes set forth in this Agreement.

Should funds become unavailable or should appropriate Federal or New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the Department shall have the option to immediately terminate this Agreement upon providing written notice to the Contractor. In such an event, the Department shall be under no further obligation to the Contractor other than payment for costs actually incurred prior to termination and in no event will the Department be responsible for any actual or consequential damages as a result of termination.

This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate legislative bodies where required.

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Executive: \_\_\_\_\_

Anthony J. Picente Jr., Oneida County Executive

\*\*\*\*\*

Approved as to Form \_\_\_\_\_

Oneida County Attorney

\*\*\*\*\*

Date: \_\_\_\_\_

Oneida County Department of Social Services: \_\_\_\_\_

Lucille A. Soldato, Commissioner

\*\*\*\*\*

Date: 3/30/12

Agency: The Neighborhood Center, Inc.

Authorized Signature: 

Print Authorized Name: Sandra L. Soroka

Title: Executive Director

The Neighborhood Center, Inc.  
Child Sexual Abuse Victim Advocacy  
June 1, 2012 through May 31, 2013

Salaries		
Case Planner (1)	\$ 29,169	
Case Planner (2)	\$ 28,325	
After Hours Differential	<u>\$ 2,000</u>	
Total Salary Costs	\$ 59,494	
Fringe Benefits	<u>\$ 14,873</u>	
<b>Total Personnel Services</b>	<b>\$74,367</b>	
Admin & Overhead	\$ 0	
Supplies	\$ 0	
Travel/Conference	<u>\$ 4,500</u>	
<b>Total General Operating</b>	<b>\$ 4,500</b>	
	<b>Total Expenses</b>	<b>\$ 78,867</b>

CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and



(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. The applicant that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The grantee's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the grant, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police of such conviction. Employers of convicted employees must provide notice, including position title, to : Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a),(b),(c),(d),(e),(f).

- B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

---

---

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

- A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and
- B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected grant.

Check if there are workplaces on file that are not identified here.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

The Neighborhood Center, Inc.

NAME OF APPLICANT (GRANTEE/SUBGRANTEE)

Sandra L. Soroka, Executive Director

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

*Sandra L Soroka*

SIGNATURE

*3/29/12*

DATE



**Oneida County**

**Office for the Aging & Continuing Care**

**Anthony J. Picente, Jr.**  
County Executive

**Michael J. Romano**  
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: ofa@ocgov.net

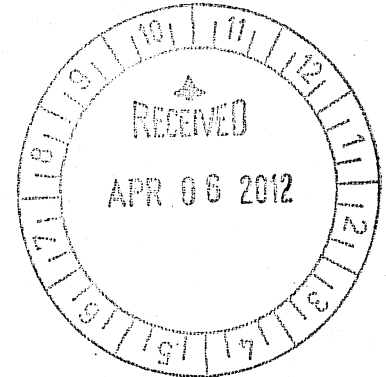
February 16, 2012

FN 20 12-183

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
County Office Building  
800 Park Avenue  
Utica, New York 13501

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Enclosed please find for your review and signature the Agreement between Oneida County Office for the Aging/Office of Continuing Care located at 235 Elizabeth Street, Utica, New York and Family Home Care, Inc., located at 519 North Madison Street, Rome, New York 13440.

Under this Purchase of Service Agreement, Family Home Care will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Family Home Care is one of five home care agencies to provide this care. The total amount of this agreement is \$ 75,000.00. This consists of State 75% (\$56,250.00) and County 25% (\$18,750.00) dollars. This represents no increase in County funds from the prior program period.

The terms of this agreement commence April 1, 2012 and terminate March 31, 2013.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano  
Director

MJR/grb  
Enclosure

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 4/4/12

Oneida County Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

**Name of Proposing Organization:** Family Home Care, Inc.

**Title of Activity or Service:** Home Health Care Agency

**Proposed Dates of Operation:** April 1, 2012 to March 31, 2013

**Client Population/Number to be Served:** Per Diem: authorized OFA/OCC clients, age 60 or older. 4,348 hours of personal care are provided to approximately 20 individuals through this contract. Individual's hours average four hours per week

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$ 75,000.00

**Oneida County Department Funding Recommendation:** \$ Acct # 6774.49599

**Proposed funding Source (Federal/State/County):** Projected Amount \$75,000.00  
State 75% (\$56,250.00 County 25% (\$18,750.00)

**Cost per Client Served:** \$17.25 per hour

**Past Performance Data:** current provider of personal care services for OFA  
EISEP clients

**Oneida County Department Staff Comments:**

AGREEMENT

This Agreement is by and between FAMILY HOME CARE, INC., located at 519 North Madison Street, Rome, New York 13440, hereinafter known as "CONTRACTOR"; and the COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE, located at 120 Airline Street, Oriskany, New York 13424 hereinafter known as "OFFICE";

WITNESSETH:

**WHEREAS**, the OFFICE is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE will provide technical assistance upon request to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with policies and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement.

**NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:**

1. PROGRAM STANDARDS

The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national

origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month.

F. The OFFICE shall conduct a program reviews to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

## 2. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions, Refer to Appendix C.

B. The CONTRACTOR shall report to the OFFICE any additional monies (contributions, donations, fund raisers) given to the program.

C. The CONTRACTOR shall maintain fiscal records for six years and shall make them available for OFFICE and or State review upon request.

D. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

E. The CONTRACTOR shall follow closeout procedures administered by the OFFICE in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The OFFICE will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the CONTRACTOR for the reporting month. Failure of notification by the CONTRACTOR within 30 days of initial submission will result in the OFFICE considering the amount reimbursed, and to be paid in full for that reported month.

## 3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall

hold harmless and indemnify the OFFICE and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each EISEP client who receives services through this program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE shall coordinate referrals.

B. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

7. CONTRACT CANCELLATION

A. The Agreement may be cancelled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

A. The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. EISEP /III-E PROGRAM STANDARDS

A. The CONTRACTOR agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the OFFICE's EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The CONTRACTOR and OFFICE agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the CONTRACTOR shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.



C. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I ) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The OFFICE and CONTRACTOR agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
  - 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
  - 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
  - 21) assistance with changing of simple dressings. (Level II)
- UNIT = one (1) hour of service to or on behalf of the client

E. The CONTRACTOR agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The OFFICE and CONTRACTOR agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The CONTRACTOR understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
  - 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
  - 3) provide information concerning the provider agency;
  - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
  - 5) conduct scheduled visits to the client's home at least every six (6) months;
  - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
  - 7) evaluate the worker's performance of the required tasks;
  - 8) provide to the worker information, consultation, instruction and demonstration as needed;
  - 9) determine the extent to which client needs are appropriately and adequately being met;
  - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;
- and

11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the CONTRACTOR for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the CONTRACTOR must notify the OFFICE immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the OFFICE on the specified fax form.

J. The CONTRACTOR agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the CONTRACTOR's agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

#### 11. OTHER SPECIFICATIONS

A. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The OFFICE agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The CONTRACTOR agrees to bill Medicaid and credit the OFFICE for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The OFFICE agrees to notify the CONTRACTOR of client approval for Medicaid.

E. The CONTRACTOR will credit the OFFICE for Medicaid payments received.

F. The OFFICE will process prior approvals for Medicaid billing for services provided in provision C.

G. The CONTRACTOR and the OFFICE shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the CONTRACTOR and the OFFICE remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both CONTRACTOR and OFFICE staff to the Home Care Plan established for the clients.

J. The "OFFICE" will provide the "CONTRACTOR" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "OFFICE" to develop the care plan according to regulations and to obtain required Physicians Orders related to the "OFFICE" services being provided by the "CONTRACTOR". It is also understood that a Registered Nurse from the "OFFICE" will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the "OFFICE" and a copy sent to the "CONTRACTOR" at that time.

12. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service by performance of this contract by the contractor and subcontractors. Upon awarding of this contract, and before work commences the CONTRACTOR will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the contractor and any subcontractors in performance of this contract will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

14. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE ( CONTRACTORS OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

---

---

DRUG-FREE WORKPLACE ( CONTRACTOR'S WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the OFFICE.

15. REIMBURSEMENT FOR SERVICES

A. The CONTRACTOR agrees to be paid by the OFFICE the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$16.70 per hour** for housekeeper/chore (PCA Level I)

B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or

should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the OFFICE shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the OFFICE shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the OFFICE be responsible for any actual or consequential damages as a result of termination.

C. The CONTRACTOR, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2012 and terminate on March 31, 2013.





## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. Seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination of the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USG 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et seq)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et seq.)  
USDA Nutrition Programs for the Elderly (7 CFR Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et seq.) CSEP & EISEP)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business Contract Requirements)  
EISEP Program Standards  
Social Adult Day Care Regulations  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

## Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

**Right to File a Grievance**

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

**Denial of Service or Client's Unsatisfaction of Service**

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

**Grievance Process****Filing a Grievance**

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

**Investigation and Response to a Grievance**

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

**Appeal of Initial Response/Decision**

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

**Record Keeping**

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

**Confidentiality**

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2012-2013

### Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program

accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor



Anthony J. Picente, Jr.  
County Executive

Oneida County  
Office for the Aging & Continuing Care  
Website: www.ocgov.net



Michael J. Romano  
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail: [ofa@ocgov.net](mailto:ofa@ocgov.net)

February 21, 2012

Honorable Anthony J. Picente, Jr.  
County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 12-184

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Enclosed please find the Agreement between Cathie Lee's Home Health Care and Oneida County Office for the Aging/Office of Continuing Care.

This contract is for the purchase of home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Cathie Lee's Home Health Care is one of five home care agencies to provide this care. The total amount of this agreement is \$ 58,000.00. This consists of (75% (\$ 43,500.00) State funds and 25% (\$14,500.00) County dollars. This represents no increase in County funds from the prior program year.

The terms of this agreement commence April 1, 2012 and terminate March 31, 2013.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano  
Director

MJR/grb  
Enc.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 4/4/12

Oneida County Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

**Name of Proposing Organization:** Cathy Lee's Home Health Care Providers

**Title of Activity or Service:** Home Health Care Agency

**Proposed Dates of Operation:** April 1, 2012 to March 31, 2013

**Client Population/Number to be Served:** Per Diem: authorized OFA/OCC clients, age 60 or older. 3362 hours of personal care are provided to approximately 16 individuals through this contract. Individuals average four hours per week

### Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$58,000.00

**Oneida County Department Funding Recommendation:** Acct # 6774.49599

**Proposed funding Source (Federal/State/County):** projected amount \$58,000.00  
State 75% (\$43,500.00) County 25% (\$14,500.00)

**Cost per Client Served:** \$17.25 per hour

**Past Performance Data:** current provider of personal care services for OFA EISEP clients

**Oneida County Department Staff Comments:**

## AGREEMENT

This Agreement is by and between **CATHIE LEE'S HOME HEALTH CARE PROVIDERS**, located at P.O. Box 526, Sylvan Beach, New York 13157, hereinafter known as "**CONTRACTOR**"; and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE**, located at 120 Airline Street, Oriskany, New York 13424 hereinafter known as "**OFFICE**";

### WITNESSETH:

**WHEREAS**, the OFFICE is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE will provide technical assistance upon request to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with policies and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement.

### NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

#### 1. PROGRAM STANDARDS

The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national



origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month.

F. The OFFICE shall conduct a program reviews to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

## 2. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions, Refer to Appendix C.

B. The CONTRACTOR shall report to the OFFICE any additional monies (contributions, donations, fund raisers) given to the program.

C. The CONTRACTOR shall maintain fiscal records for six years and shall make them available for OFFICE and or State review upon request.

D. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

E. The CONTRACTOR shall follow closeout procedures administered by the OFFICE in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The OFFICE will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the CONTRACTOR for the reporting month. Failure of notification by the CONTRACTOR within 30 days of initial submission will result in the OFFICE considering the amount reimbursed, and to be paid in full for that reported month.

## 3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall

hold harmless and indemnify the OFFICE and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each EISEP client who receives services through this program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE shall coordinate referrals.

B. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

7. CONTRACT CANCELLATION

A. The Agreement may be cancelled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

A. The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. EISEP /III-E PROGRAM STANDARDS

A. The CONTRACTOR agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the OFFICE's EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The CONTRACTOR and OFFICE agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the CONTRACTOR shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I ) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The OFFICE and CONTRACTOR agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
- 21) assistance with changing of simple dressings. (Level II)

UNIT = one (1) hour of service to or on behalf of the client

E. The CONTRACTOR agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The OFFICE and CONTRACTOR agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The CONTRACTOR understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
  - 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
  - 3) provide information concerning the provider agency;
  - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
  - 5) conduct scheduled visits to the client's home at least every six (6) months;
  - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
  - 7) evaluate the worker's performance of the required tasks;
  - 8) provide to the worker information, consultation, instruction and demonstration as needed;
  - 9) determine the extent to which client needs are appropriately and adequately being met;
  - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;
- and

11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the CONTRACTOR for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the CONTRACTOR must notify the OFFICE immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the OFFICE on the specified fax form.

J. The CONTRACTOR agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the CONTRACTOR's agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

11. OTHER SPECIFICATIONS

A. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The OFFICE agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The CONTRACTOR agrees to bill Medicaid and credit the OFFICE for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The OFFICE agrees to notify the CONTRACTOR of client approval for Medicaid.

E. The CONTRACTOR will credit the OFFICE for Medicaid payments received.

F. The OFFICE will process prior approvals for Medicaid billing for services provided in provision C.

G. The CONTRACTOR and the OFFICE shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the CONTRACTOR and the OFFICE remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both CONTRACTOR and OFFICE staff to the Home Care Plan established for the clients.

J. The "OFFICE" will provide the "CONTRACTOR" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "OFFICE" to develop the care plan according to regulations and to obtain required Physicians Orders related to the "OFFICE" services being provided by the "CONTRACTOR". It is also understood that a Registered Nurse from the "OFFICE" will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the "OFFICE" and a copy sent to the "CONTRACTOR" at that time.

12. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service by performance of this contract by the contractor and subcontractors. Upon awarding of this contract, and before work commences the CONTRACTOR will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the contractor and any subcontractors in performance of this contract will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

14. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal



offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE ( CONTRACTORS OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

---

---

DRUG-FREE WORKPLACE ( CONTRACTOR'S WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the OFFICE.

15. REIMBURSEMENT FOR SERVICES

A. The CONTRACTOR agrees to be paid by the OFFICE the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$17.25 per hour** for housekeeper/chore (PCA Level I),

B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or

should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the OFFICE shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the OFFICE shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the OFFICE be responsible for any actual or consequential damages as a result of termination.

C. The CONTRACTOR, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2012 and terminate on March 31, 2013.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date respectively stated:

CONTRACTOR

Kathleen A. Douglas  
Kathleen Douglas, Administrator/Owner  
Cathie Lee's Home Health Care Providers

2/14/12  
Date

COUNTY OF ONEIDA

\_\_\_\_\_  
Anthony J. Picente, Jr. County Executive

\_\_\_\_\_  
Date

OFFICE FOR THE AGING

Michael J. Romano  
Michael J. Romano, Director

2/22/12  
Date

Approved As To Form ONLY  
ONEIDA COUNTY ATTORNEY

By: \_\_\_\_\_

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

### Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### Grievance Process

##### Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

##### Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2012-2013  
**Voucher Instructions**  
**For Units of Services Contracts**

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor





**Oneida County**

**Office for the Aging & Continuing Care**

**Anthony J. Picente, Jr.**  
County Executive

**Michael J. Romano**  
Director

120 Arline Street-Suite 201 Oriskany, NY 13424

Phone 315-798-5456

Fax 315-768-3658

E-mail: ofa@ocgov.net

February 27, 2012

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 12 - 185



HEALTH & HUMAN SERVICES

**WAYS & MEANS**

Dear Mr. Picente:

Enclosed please find for your review and signature, the Agreement between Oneida County Office for the Aging / Office of Continuing Care located at 120 Airline Street, Suite 201, Oriskany, New York 13424 and U.S. Care Systems, Inc. located at 2614 Genesee Street, Utica, New York 13501

Under this Purchase of Service Agreement, U.S. Care Systems, Inc. will provide home care services for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). U.S. Care Systems, Inc. is one of five home care agencies to provide this care. The total amount of this agreement is \$213,000.00. This consists of 75% (\$159,750.00) State funds and 25% (\$53,250.00) County dollars. This represents no increase in County funds from the prior program period.

The terms of this agreement commence April 1, 2012 and terminate March 31, 2013.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano  
Director

MJR/grb  
Enc.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 4/5/12

Oneida County Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

**Name of Proposing Organization:** U S Care System, Inc.

**Title of Activity or Service:** Home Health Care Agency

**Proposed Dates of Operation:** April 1, 2012 to March 31, 2013

**Client Population/Number to be Served:** Per Diem: authorized OFA/OCC clients, age 60 or older. Approximately 12,348 hours of personal care are provided to approximately 60 individuals through this contract. Individual hours average four hours per week

### Summary Statements:

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$ 213,000.00

**Oneida County Department Funding Recommendation:** \$ Acct # 6774.49599

**Proposed funding Source (Federal/State/County):**

\$ State 75% (\$159,750.00) County 25% (\$53,250.00)

**Cost per Client Served:** \$17.25 per hour

**Past Performance Data:** current provider of personal care services for OFA EISEP clients

**Oneida County Department Staff Comments:**

## AGREEMENT

This Agreement is by and between **U.S. CARE SYSTEM, INC.** located at 2614 Genesee Street, Utica, New York 13502, hereinafter known as "**CONTRACTOR**"; and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING / OFFICE OF CONTINUING CARE**, located at 120 Airline Street, Oriskany, New York 13424 hereinafter known as "**OFFICE**";

### WITNESSETH:

**WHEREAS**, the OFFICE is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE will provide technical assistance upon request to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with policies and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement.

### NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

#### 1. PROGRAM STANDARDS

The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national

origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month.

F. The OFFICE shall conduct a program reviews to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

2. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions, Refer to Appendix C.

B. The CONTRACTOR shall report to the OFFICE any additional monies (contributions, donations, fund raisers) given to the program.

C. The CONTRACTOR shall maintain fiscal records for six years and shall make them available for OFFICE and or State review upon request.

D. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

E. The CONTRACTOR shall follow closeout procedures administered by the OFFICE in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The OFFICE will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the CONTRACTOR for the reporting month. Failure of notification by the CONTRACTOR within 30 days of initial submission will result in the OFFICE considering the amount reimbursed, and to be paid in full for that reported month.

3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall

hold harmless and indemnify the OFFICE and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each EISEP client who receives services through this program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE shall coordinate referrals.

B. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.

C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

7. CONTRACT CANCELLATION

A. The Agreement may be cancelled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

A. The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. EISEP /III-E PROGRAM STANDARDS

A. The CONTRACTOR agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the OFFICE's EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The CONTRACTOR and OFFICE agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the CONTRACTOR shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I ) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The OFFICE and CONTRACTOR agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
- 21) assistance with changing of simple dressings. (Level II)

UNIT = one (1) hour of service to or on behalf of the client

E. The CONTRACTOR agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The OFFICE and CONTRACTOR agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The CONTRACTOR understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
  - 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
  - 3) provide information concerning the provider agency;
  - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
  - 5) conduct scheduled visits to the client's home at least every six (6) months;
  - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
  - 7) evaluate the worker's performance of the required tasks;
  - 8) provide to the worker information, consultation, instruction and demonstration as needed;
  - 9) determine the extent to which client needs are appropriately and adequately being met;
  - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;
- and



11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the CONTRACTOR for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the CONTRACTOR must notify the OFFICE immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the OFFICE on the specified fax form.

J. The CONTRACTOR agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the CONTRACTOR's agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

11. OTHER SPECIFICATIONS

A. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The OFFICE agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The CONTRACTOR agrees to bill Medicaid and credit the OFFICE for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The OFFICE agrees to notify the CONTRACTOR of client approval for Medicaid.

E. The CONTRACTOR will credit the OFFICE for Medicaid payments received.

F. The OFFICE will process prior approvals for Medicaid billing for services provided in provision C.

G. The CONTRACTOR and the OFFICE shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the CONTRACTOR and the OFFICE remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both CONTRACTOR and OFFICE staff to the Home Care Plan established for the clients.

J. The "OFFICE" will provide the "CONTRACTOR" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "OFFICE" to develop the care plan according to regulations and to obtain required Physicians Orders related to the "OFFICE" services being provided by the "CONTRACTOR". It is also understood that a Registered Nurse from the "OFFICE" will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the "OFFICE" and a copy sent to the "CONTRACTOR" at that time.

12. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service by performance of this contract by the contractor and subcontractors. Upon awarding of this contract, and before work commences the CONTRACTOR will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the contractor and any subcontractors in performance of this contract will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

14. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

C. DRUG-FREE WORKPLACE ( CONTRACTORS OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

---

---

DRUG-FREE WORKPLACE ( CONTRACTOR'S WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the OFFICE.

15. REIMBURSEMENT FOR SERVICES

A. The CONTRACTOR agrees to be paid by the OFFICE the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$16.70 per hour** for housekeeper/chore (PCA Level I),

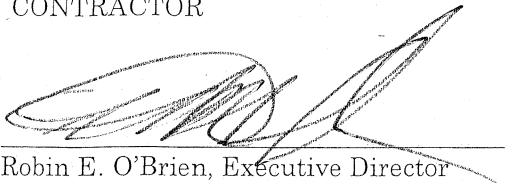
B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or

should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the OFFICE shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the OFFICE shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the OFFICE be responsible for any actual or consequential damages as a result of termination.

C. The CONTRACTOR, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2012 and terminate on March 31, 2013.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date respectively stated:

CONTRACTOR

  
\_\_\_\_\_  
Robin E. O'Brien, Executive Director  
U.S. Care Systems, Inc.

2/27/2012  
Date

COUNTY OF ONEIDA

\_\_\_\_\_  
Anthony J. Picente, Jr., County Executive

\_\_\_\_\_  
Date

OFFICE FOR THE AGING

  
\_\_\_\_\_  
Michael J. Romano, Director

2/28/12  
Date

Approved As To Form ONLY  
ONEIDA COUNTY ATTORNEY

By: \_\_\_\_\_

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)



### Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### Grievance Process

##### Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

##### Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2012-2013

### Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor



Oneida County

Office for the Aging & Continuing Care

Anthony J. Picente, Jr.  
County Executive

Michael J. Romano  
Director

235 Elizabeth Street, Utica, NY 13501

Phone 315-798-5456

Fax 315-798-6444

E-mail.ofa@ocgov.net

February 14, 2012

The Honorable Anthony J. Picente, Jr.  
Oneida County Executive  
County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20 12 - 186

HEALTH & HUMAN SERVICES

WAYS & MEANS



Dear Mr. Picente:

Enclosed please find the Purchase of service Agreement between Office for the Aging/Office of Continuing Care and Homemakers of the Mohawk Valley, Inc. dba Caregivers, for your review and signature.

Under this Purchase of Service Agreement, Caregivers will provide homecare service for elderly homebound individuals. Care is provided as part of a New York State program that provides personal care to frail seniors through the EISEP (Expanded In-Home Services for the Elderly Program). Caregiver is one of five home care agencies to provide this care. The total amount of this agreement is \$153,000.00. This consists of State 75% (\$ 114,750.00) and County 25% (\$38,250.00) dollars. This agreement represents no increase in County funds from the prior program period.

The terms of this agreement commence April 1, 2012 and terminate March 31, 2013.

I am available at your convenience to answer any questions regarding this contract.

Sincerely,

Michael J. Romano  
Director

MJR/grb  
Enc.

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 4/4/12

Oneida County Department: Office for the Aging

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

## Oneida County Board of Legislators Contract Summary

**Name of Proposing Organization:** Homemakers of the Mohawk Valley, Inc. dba  
Caregivers

**Title of Activity or Service:** Home Health Care Agency

**Proposed Dates of Operation:** April 1, 2012 to March 31, 2013

**Client Population/Number to be Served:** Per Diem: authorized OFA/OCC clients,  
age 60 or older. 8,870 hours of personal care are provided to approximately 42  
individuals through this contract. Individuals average four hours per week

**Summary Statements:**

- 1) **Narrative Description of Proposed Services:** Personal Care Services
- 2) **Program/Service Objectives and Outcomes:** To provide personal care services to frail, disabled, homebound individuals who are limited in their activities of daily living.
- 3) **Program Design and Staffing Level:** N/A

**Total Funding Requested:** \$153,000.00

**Oneida County Department Funding Recommendation:** Acct # 6774.49599

**Proposed funding Source (Federal/State/County):** projected amount \$153,000.00  
State 75% (\$114,750.00) County 25% (\$38,250.00)

**Cost per Client Served:** \$17.25 per hour

**Past Performance Data:** current provider of personal care services for OFA  
EISEP clients

**Oneida County Department Staff Comments:**

## AGREEMENT

This Agreement is by and between **HOMEMAKERS OF THE MOHAWK VALLEY, INC. dba CAREGIVERS**, located at 2465 Sheridan Drive, Tonawanda, New York 14150, service locations at 1900 Genesee Street, Utica, New York 13502, and 111 East Chestnut Street, Suite 205, Rome, New York 13440, hereinafter known as "CONTRACTOR"; and the **COUNTY OF ONEIDA, OFFICE FOR THE AGING/ OFFICE OF CONTINUING CARE**, located at 120 Airline Street, Oriskany, New York 13424 hereinafter known as "OFFICE";

### WITNESSETH:

**WHEREAS**, the OFFICE is charged with the responsibility of administering, through the New York State Office for the Aging, the New York State Expanded In-home Services for the Elderly Program (EISEP) in the County of Oneida, State of New York and the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE has the primary responsibility for the overall planning and coordination of the Expanded In-home Services for the Elderly Program and the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE has the responsibility to formally and informally monitor, assess and evaluate all programs /services/contracts funded through EISEP and through the Caregiver Support III-E Program; and

**WHEREAS**, the OFFICE will provide technical assistance upon request to assist the CONTRACTOR in more effectively carrying out service delivery and/or complying with policies and regulations; and

**WHEREAS**, the CONTRACTOR is willing and able to perform the services required by this Agreement.

### NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

#### 1. PROGRAM STANDARDS

The CONTRACTOR shall comply with statutes, regulations, and policies set by the following: Federal Department of Health and Human Services, Administration on Aging, the New York State Office for the Aging (SOFA), Oneida County and the OFFICE, refer to Appendix A.

B. The CONTRACTOR shall comply with section 504 of the Rehabilitation Act of 1973 (Nondiscrimination) which states, "No otherwise qualified handicapped individual in the United States shall solely, by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving Federal financial assistance."

C. The CONTRACTOR shall comply with Article 15 and Article 15A of the Executive Law of New York State (State Human Rights Law and Minority/Women's Business Contract Requirements) and the Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation): "The opportunity to obtain employment without discrimination because of age, race, creed, color, national

origin, gender, marital status or sexual orientation is hereby recognized as and declared to be a civil right..."

D. The CONTRACTOR shall comply with Title VI of the Civil Rights Act of 1964 (Public Law 38-352), and any amendment thereto: "No person in the United States shall, on the grounds of race, color, religion, gender, national origin, partisan affiliation or sexual orientation be excluded from participation in, be denied the benefits of, or be subjects to discrimination under any program or activity receiving Federal financial assistance.

E. The CONTRACTOR agrees that any program, public information materials, or other printed or published materials on the work of or funded by EISEP/III-E will give due recognition to the New York State Office for the Aging and the Oneida County Office for the Aging. The statement shall be in font which is one of the following: in italics, or at least two font sizes larger than the rest of the text, or in bold font or underlined. (i.e., *This program is supported by Oneida County Office for the Aging, New York State Office for the Aging, and the Administration on Aging.*). The CONTRACTOR should forward copies of all materials to the OFFICE at the end of each month.

F. The OFFICE shall conduct a program reviews to ensure that the CONTRACTOR is in compliance with all standards and regulations as set forth in this Agreement.

## 2. FISCAL REQUIREMENTS/RESPONSIBILITIES

A. The CONTRACTOR shall comply with all voucher and contribution procedures, and submissions of required reports as described in the OFFICE Voucher Instructions, Refer to Appendix C.

B. The CONTRACTOR shall report to the OFFICE any additional monies (contributions, donations, fund raisers) given to the program.

C. The CONTRACTOR shall maintain fiscal records for six years and shall make them available for OFFICE and or State review upon request.

D. The CONTRACTOR shall cooperate with the closeout audit that is required when the contract is terminated.

E. The CONTRACTOR shall follow closeout procedures administered by the OFFICE in accordance with the 45 Code of Federal Regulations, Parts 74 and 92, as amended 1988.

F. The OFFICE will require written notification within 30 days of submission of any change in the voucher and/or amount submitted for services rendered by the CONTRACTOR for the reporting month. Failure of notification by the CONTRACTOR within 30 days of initial submission will result in the OFFICE considering the amount reimbursed, and to be paid in full for that reported month.

## 3. INSURANCE COVERAGE REQUIREMENTS

A. The CONTRACTOR shall be solely responsible for all physical injuries or death to its agents, servants, volunteers, or employees or to any other persons or damage to any property sustained during its operations and work under this Agreement resulting from any act of omission or commission or error in judgment of any of its officers, trustees, servants, or independent subcontractors, and shall

hold harmless and indemnify the OFFICE and Oneida County from liability upon any and all claims for injuries to persons or for damages to property on account of any neglect, fault or default of the CONTRACTOR, its officers, trustees, agents, servants, volunteers or independent subcontractors; the CONTRACTOR shall be solely responsible for the safety and protection of all of its employees, volunteers or other agents whether due to the negligence, fault or default of the CONTRACTOR or not.

B. The CONTRACTOR shall carry paid up insurance in the sum of not less than One Million (\$1,000,000) Dollars per occurrence against any and all claims, loss or damage, whether in contract or tort, including claims for injuries to, or death of persons, or damages to property, whether such injuries, death or damages by attributable to the negligence or any other acts of the CONTRACTOR, its employees, volunteers, agents or otherwise.

C. The CONTRACTOR shall obtain such policy or policies of insurance from a company or companies duly licensed to do business in the State of New York and shall name the OFFICE as party insured there under, and shall provide that in the event of cancellation thereof the OFFICE shall be notified at least thirty (30) days in advance thereof, the CONTRACTOR shall submit a Certificate of Insurance as verification of liability coverage for the duration of the program period.

4. REPORTING REQUIREMENTS

A. The CONTRACTOR shall, in pursuit of EISEP/III-E funded programs, comply with the Definition of Services, as established by the New York State Office for the Aging (96-PI-43).

B. The CONTRACTOR shall provide the OFFICE with required information needed to meet planning, coordination, evaluation and reporting requirements as required by the New York State Office for the Aging's Consolidated Area Agency Reporting System (CAARS), by the 10<sup>th</sup> of every month. The current and revised CAARS Monthly Report Forms and Monthly Summary Form must be submitted as an attachment to the voucher on a monthly basis.

C. The CONTRACTOR shall maintain appropriate client records on each EISEP client who receives services through this program; the OFFICE shall have access to the client records upon request.

D. The CONTRACTOR shall provide the OFFICE with required monthly, periodic, and/or special reports and shall submit all reports to the OFFICE by the dates specified.

5. GRIEVANCE PROCEDURES

A. The CONTRACTOR agrees to implement the OFFICE's grievance procedures as required by the New York State Office for the Aging. The written procedures are attached in Appendix B.

6. COORDINATION REQUIREMENTS

A. The CONTRACTOR and the OFFICE shall coordinate referrals.

B. The CONTRACTOR and the OFFICE shall work with older persons, who are not eligible for services through this contracted program, to obtain needed services.



C. The CONTRACTOR shall coordinate with other appropriate service providers in obtaining and providing referrals for older residents of Oneida County.

7. CONTRACT CANCELLATION

A. The Agreement may be cancelled by the OFFICE for failure by the CONTRACTOR to comply with the terms and conditions of this Agreement; the CONTRACTOR shall agree to incur no new obligations nor submit a claim for any expenses made after the receipt of written notification of termination.

B. The CONTRACTOR and the OFFICE reserve the right to cancel the Agreement upon thirty (30) day written notice to the other party.

C. The CONTRACTOR agrees that in the event of contract termination, said party shall make a full and final accounting of all funds received and monies expended under the Agreement within thirty (30) days after the date of termination; any unexpended funds shall be the property of the OFFICE.

D. The CONTRACTOR shall coordinate with the OFFICE and other providers to ensure that any break in service to clients shall not be detrimental to a clients' health or well-being; other services shall be substituted and/or coordinated on the clients' behalf.

8. CONTRACT RENEWAL

A. The OFFICE and the CONTRACTOR shall negotiate the contract annually.

9. NO CLAIM FOR DAMAGES

A. The CONTRACTOR agrees to make no claim for damages for delay of reimbursement due to an act or omission by Oneida County, New York.

10. EISEP /III-E PROGRAM STANDARDS

A. The CONTRACTOR agrees to provide non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I), and III-E in-home community based PCA Level II respite services through the OFFICE's EISEP/III-E Programs; homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) services provided to those Oneida County residents who are age sixty (60) and older who are functionally impaired in at least one (1) Activity of Daily Living (i.e., bathing, dressing, toileting) or two (2) Instrumental Activity of Daily Living (i.e., housekeeping, shopping, preparing meals); III-E in-home community based respite services are provided to care receivers for those Oneida County residents who are primary informal caregivers of persons who are age sixty (60) and older who are functionally impaired, as shown by the need for the assistance of another person in at least one (1) Activity of Daily Living or two (2) Instrumental Activity of Daily Living.

B. The CONTRACTOR and OFFICE agree that all EISEP /III-E funded homemaker/personal care (Level II), housekeeper /personal care (PCA Level I) and III-E in-home PCA Level II in-home community based respite services provided by the CONTRACTOR shall be prior approved and authorized by the client's Case Manager as defined in the client's Home Care Plan.

C. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (PCA Level II), and housekeeper/chore (PCA Level I ) services as defined under EISEP/III-E are equivalent to PCA Level II and PCA Level I services as defined under the New York State Department of Social Services regulations for the Medicaid Program.

D. The OFFICE and CONTRACTOR agree that the EISEP non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community based PCA Level II respite service clients shall be provided environmental support and personal care functions.

The following is a summary of usual tasks that may be performed by a homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker in accordance with NYS regulations:

- 1) some or total assistance with making and changing beds; (Level I & II)
- 2) some or total assistance with dusting and vacuuming the rooms which the client uses; (Level I & II)
- 3) some or total assistance with light cleaning of the kitchen, bedroom and bathroom; (Level I & II)
- 4) some or total assistance with dishwashing; (Level I & II)
- 5) some or total assistance with listing needed supplies; (Level I & II)
- 6) some or total assistance with shopping for the client; (Level I & II)
- 7) some or total assistance with client's laundering; this may include necessary ironing and mending; (Level I & II)
- 8) some or total assistance with payment of bills and other essential errands; (Level I & II)
- 9) escort assistance in getting to various appointments and community activities; (Level I & II)
- 10) some or total assistance with bathing of the client in the bed, the tub or in the shower; (Level II).
- 11) some or total assistance with dressing; (Level II)
- 12) some or total assistance with grooming, including care of hair, shaving, and ordinary care of nails teeth and mouth; (Level II)
- 13) some assistance with toileting; this may include assisting the client on and off the bedpan commode or toilet; (Level II)
- 14) some assistance in walking, beyond that provided by durable medical equipment, within the home and outside the home; (Level II)
- 15) some assistance in transferring from bed to chair or wheelchair; (Level II)
- 16) some assistance with preparation of meals in accordance with modified diets, including low sugar, low fat, low salt and low residue diets, as prescribed by a qualified professional; (Level II)
- 17) some assistance with feeding; (Level II)

- 18) some assistance, at the request of the client, with self-administration of medication, including prompting client of time, bringing the medication to the client, opening the container, removing medication from the container and providing necessary liquids for taking the medication, acting as an extension of the client; (Level II)
- 19) assistance with routine skin care, including application of non-prescription skin care products; (Level II)
- 20) non-technical physical assistance to clients in following directions of a qualified professional for use of medical supplies and equipment such as walkers and wheelchairs; (Level II) and
- 21) assistance with changing of simple dressings. (Level II)

UNIT = one (1) hour of service to or on behalf of the client

E. The CONTRACTOR agrees to have a designated person who shall have the responsibility for coordinating the assignments of aides/associates.

F. The OFFICE and CONTRACTOR agree that all homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and III-E in-home community respite workers shall have a designated qualified supervisor(s) who shall insure the maintenance of quality care and provide the necessary support, understanding and consultation to the homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) or III-E in-home community respite worker as (s)he carries out duties and responsibilities.

G. The CONTRACTOR understands and shall ensure that homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) supervisor(s) shall:

- 1) make a supervisory in-home visit within five (5) working days of the first time the regularly scheduled homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) worker is to provide services to the client;
  - 2) demonstrate and instruct the worker and the client concerning specific tasks to be performed in accordance with the care plan;
  - 3) provide information concerning the provider agency;
  - 4) clarify the roles and responsibilities of the worker, the client, and the supervisor in relation to the Care Plan;
  - 5) conduct scheduled visits to the client's home at least every six (6) months;
  - 6) conduct unscheduled visits to the client's home at least one (1) time a year;
  - 7) evaluate the worker's performance of the required tasks;
  - 8) provide to the worker information, consultation, instruction and demonstration as needed;
  - 9) determine the extent to which client needs are appropriately and adequately being met;
  - 10) follow-up, as specified by the case manager, to report the findings of the supervisory visit;
- and

11) provide an opportunity to discuss in privacy with the client/authorized representative the service being provided.

H. When a service promised by the CONTRACTOR for a scheduled assignment cannot be met or there is a client no show, or a change in the client's condition, including death or hospitalization, the CONTRACTOR must notify the OFFICE immediately via the approved fax form.

I. Any unusual incident that occurs during an agency workers presence must be reported immediately in writing to the OFFICE on the specified fax form.

J. The CONTRACTOR agrees to provide the non-medical homemaker/personal care (PCA Level II), housekeeper/chore (PCA Level I) and respite workers with training as required by the New York State Department of Social Services and Department of Health;

Each worker shall be instructed on how to work with the elderly; and each worker shall receive an orientation, prior to delivering any in-home services.

Training shall include:

- 1) the housekeeping chore and/or personal care tasks which the worker may/may not perform;
- 2) the policies and procedures of the CONTRACTOR's agency;
- 3) the rights of clients as set forth in the EISEP standards and regulations.

#### 11. OTHER SPECIFICATIONS

A. The CONTRACTOR and OFFICE agree that non-medical homemaker/personal care (Level II), housekeeper/chore (PCA Level I) and respite services shall not be provided to individuals eligible to receive the same or similar services under Titles XVII, XIX, or XX of the Federal Social Security Act or any other governmental program or services provided to residents in adult residential care facilities which had previously been provided by such facility.

B. The OFFICE agrees to assume the responsibility for collecting the cost-share fees and donations for EISEP/III-E Program's in-home services received by the clients.

C. The CONTRACTOR agrees to bill Medicaid and credit the OFFICE for the billed amount for any EISEP/III-E client services provided after the Medicaid start date, and bill Medicaid for those Medicaid covered services provided three months prior to the Medicaid start date.

D. The OFFICE agrees to notify the CONTRACTOR of client approval for Medicaid.

E. The CONTRACTOR will credit the OFFICE for Medicaid payments received.

F. The OFFICE will process prior approvals for Medicaid billing for services provided in provision C.

G. The CONTRACTOR and the OFFICE shall endeavor to hold periodic coordinating meetings that shall be responsive to each other's needs.

H. The CONTRACTOR agrees to work in cooperation with the OFFICE to develop a comprehensive service delivery system for the EISEP/III-E Program.

I. Notwithstanding any other provisions in this Agreement, the CONTRACTOR and the OFFICE remain responsible for:

- 1) ensuring that any service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations;
- 2) planning, coordination and ensuring the quality of all services provided; and
- 3) ensuring adherence by both CONTRACTOR and OFFICE staff to the Home Care Plan established for the clients.

J. The "OFFICE" will provide the "CONTRACTOR" with a care plan, confirmation of documentation, and a PCA approval form. This documentation will be provided at the time of referral and every six months thereafter. It is the responsibility of the "OFFICE" to develop the care plan according to regulations and to obtain required Physicians Orders related to the "OFFICE" services being provided by the "CONTRACTOR". It is also understood that a Registered Nurse from the "OFFICE" will review and sign all approved care plans. If there is a change in a patient's condition, a new home assessment, new Physician Orders, and a revised care plan needs to be developed by the "OFFICE" and a copy sent to the "CONTRACTOR" at that time.

12. COMPLIANCE WITH REGULATION

A. The CONTRACTOR agrees to comply with all applicable Federal, State, and Local statutes, rules, and regulations as some may from time to time be amended pursuant to law.

B. Pursuant to Oneida County Board of Legislators Resolution No. 249 of May 26, 1999, the CONTRACTOR agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service by performance of this contract by the contractor and subcontractors. Upon awarding of this contract, and before work commences the CONTRACTOR will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the contractor and any subcontractors in performance of this contract will be delivered exclusively to the Oneida-Herkimer Solid Waste Authority facilities.

13. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

A. The Contractor, agrees that, to the extent the CONTRACTOR is either a covered entity or a business associate of the Agency, as either term is defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), it will comply with all applicable requirements of HIPAA within the time periods delineated in HIPAA.

14. CERTIFICATION REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor should refer to the regulations cited below to determine the certification included in the regulations before completing the form. Signature of this form provides for compliance with certification requirements under 34 CFR Part 82, "New Restrictions on Lobbying," and 34 CFR Part 85, "Government-wide Debarment and Suspension (Non-Procurement) and Government-Wide Requirements for Drug-Free Workplace (Grants)." The certificate shall be treated as a material representation of fact upon which reliance will be placed when the Department of Labor determines to award the covered transaction grant, or cooperative agreement.

A. LOBBYING: As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and subcontracts) and that all sub recipients shall certify and disclose accordingly.

B. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS: As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110;

1. The Contractor certifies that it and its principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal

offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contracts under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph A (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) for cause or default; and

2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application

c. DRUG-FREE WORKPLACE ( CONTRACTORS OTHER THAN INDIVIDUALS):As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

1. The Contractor that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about:

1. The dangers of drug abuse in the workplace;
2. The Contractor's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance program; and
4. The penalties that may be imposed upon employee for drug abuse violation occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the contract, the employee will-

1. Abide by the terms of the statement and;
2. Notifying the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing within 10 calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual police records or official notification of such conviction. Employers of convicted employees must provide notice, including position title, to the OFFICE.

(f) Taking one of the following action, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the Rehabilitation Act of 1973, as amended; or
2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), (f).

D. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street, address, city, county, state, zip code).

---

---

DRUG-FREE WORKPLACE ( CONTRACTOR'S WHO ARE INDIVIDUALS): As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for grantees, as defined at 34 CFR Part 85, Sections 85.605 and 85.610-

A. As a condition of the contract, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the contract; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to the OFFICE.

15. REIMBURSEMENT FOR SERVICES

A. The CONTRACTOR agrees to be paid by the OFFICE the negotiated rate of **\$17.25 per hour** for homemaker/personal care (PCA Level II), and **\$16.70 per hour** for housekeeper/chore (PCA Level I),

B. The obligations of the parties hereunder are conditioned upon the continued availability of New York State funds for the purposes set forth in this Agreement. Should funds become unavailable or

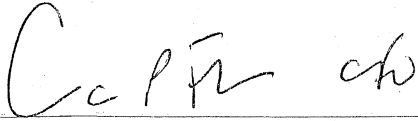


should appropriate New York State officials fail to approve sufficient funds for completion of the services or programs set forth in this Agreement, the OFFICE shall have the option to immediately terminate this Agreement upon providing written notice to the CONTRACTOR by certified mail. In such an event, the OFFICE shall be under no further obligation to the CONTRACTOR other than payment for costs actually incurred prior to termination and in no event will the OFFICE be responsible for any actual or consequential damages as a result of termination.

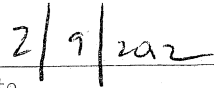
C. The CONTRACTOR, its successors and assigns agrees to the terms and conditions of this written Agreement. The terms and conditions of this Agreement commence on April 1, 2012 and terminate on March 31, 2013.

IN WITNESS WHEREOF, the parties have hereunto set their hand on the date respectively stated:

CONTRACTOR



Carmen Flitt, Vice President/CFO  
Homemakers of the Mohawk Valley, Inc dba CareGivers

  
Date

COUNTY OF ONEIDA

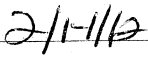
\_\_\_\_\_  
Anthony J. Picente, Jr, County Executive

\_\_\_\_\_  
Date

OFFICE FOR THE AGING



Michael J. Romano, Director

  
Date

Approved As To Form ONLY  
ONEIDA COUNTY ATTORNEY

By: \_\_\_\_\_

## APPENDIX A

The Older Americans Act (OAA) of 1965, as amended (42 U.S.C. 3001 et. seq.)  
45 CFR Part 74 (Administration of Grants)  
45 CFR Part 84 (Nondiscrimination on the basis of Handicap)  
45 CFR Part 92 (Uniform Administrative Requirements for Grant and Cooperative Agreements to State and Local Governments)  
45 CFR Part 93 (New Restrictions on Lobbying)  
45 CFR Part 1321, Subparts A-D (Grants to State and Community Programs on Aging)  
Age Discrimination in Employment Act of 1975, as amended (29 USC 621, et seq.)  
Americans with Disabilities Act of 1990 (42 USC 12101, et seq.)  
Civil Rights Act of 1964, Subchap. VI, as amended by the Equal Employment Opportunity Act of 1972 (42 USC 2000e, et. seq.)  
Equal Pay Act of 1963, as amended (29 USC 206)  
Home Energy Assistance Act of 1981, as amended (42 USC 8601, et seq.)  
Rehabilitation Act of 1973, Sec. 504 (29 USC 794) (Nondiscrimination)  
Single Audit Act of 1984 (31 USC 7501, et. seq.)  
USDA Nutrition Programs for the Elderly (7 C.F.R. Secs 250.42 and 250.12 (b))  
Office of Management and Budget (OMB)  
OMB Circular A-87 (Cost Principles for State and Local Governments)  
OMB Circular A-95 (Clearinghouse Review)  
OMB Circular A-102 (Uniform administrative Requirements for Grants and Cooperative Agreements with state and Local Governments)  
OMB Circular A-110 (Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education and other Non-profit Organizations)  
OMB Circular A-122 (Cost Principles for Non-profit Organizations)  
OMB Circular A-128 (Audits of State and Local Governments)  
OMB Circular A-133 (Audits of Institutions of Higher Education and Non-profit Institutions)  
Federal Executive Order 11246, as Amended by Executive Order 11375 (Affirmative Action)  
Article 19-J of the Executive Law  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6651 et. seq.)  
New York State Office for the Aging Rules and Regulations (9 NYCRR Part 6654.20) (Social Adult Day Care)  
Executive Law of New York State, Article 15 (State Human Rights Law)  
Executive Law of New York State, Article 15A (Minority/Women's Business contract Requirements)  
Executive Law, Section 544-b (Defense and indemnification of representatives of the State Long-Term Care Ombudsman Program)  
Executive Law, Article 7-A (Registration and reporting provisions required of Charitable Organizations)  
EISEP Program Standards  
NYS Office for the Aging's 1990 Nutrition Program Standards (90-PI-26)  
Legal Assistance Standards (94-PI-52)  
Weatherization Referral and Packaging Program (WRAP) Handbook  
Governor's 1960 Code of Fair Practices  
Governor's Executive Order 6 (Affirmative Action Efforts)  
Governor's Executive Order 19 (Prevention of Sexual Harassment)  
Governor's Executive Order 28 (Prohibiting discrimination based on Sexual Orientation)

### Grievance Procedures

In accordance with the Older Americans Act (OAA), as amended, the Oneida County Office for the Aging has established the following process for resolving complaints from participants who are dissatisfied with or persons denied services funded under the Act.

#### Right to File a Grievance

The Office for the Aging and all contracting provider agencies who receive OAA funds shall notify program participants of their right to file a grievance with the provider agency and/or with Oneida County Office for the Aging. Upon request, the Office for the Aging will provide assistance with filing a grievance.

#### Denial of Service or Client's Unsatisfaction of Service

A participant or applicant who is denied OAA services must be given the reasons for the denial. Services may be denied because of funding restrictions, ineligibility, hours or locations have changed, reassessment determined services no longer needed, or client is disruptive to the program. For OAA services for which a written application is made, the denial shall be confirmed in writing and the applicant informed of the right to file a grievance and to whom the grievance shall be made. For OAA services for which verbal application is made by telephone or in person, the person may be denied verbally and verbally informed of the right to file a grievance and to whom.

#### Grievance Process

##### Filing a Grievance

- Individual must submit their grievance in writing to the Director of the Office for the Aging who will forward the Letter to the designated person of the provider agency to conduct the initial review.
- **The grievance must be filed within thirty (30) calendar days of denial, reduction or termination of services, or of the event or circumstances with which the person is dissatisfied.** The Office for the Aging or the provider agency may grant an extension for good cause shown.
- The Letter of Grievance should include a written statement setting forth in detail the date, time and circumstances that are the basis for the complaint.

##### Investigation and Response to a Grievance

- The designated reviewer will investigate the complaint. The reviewer will determine whether the action was in accordance to applicable Older Americans Act and State laws and regulation and are supported by facts.
- The reviewer will prepare and send written response to the grievant and to the Office for the Aging Director within fifteen (15) working days after the grievance is filed. The response will set forth the circumstances relating to the grievance, the action requested by the grievant, the findings of the reviewer, a proposed remedial action and, if any, the reason(s) for and facts relied on in the determination.

##### Appeal of Initial Response/Decision

If the grievant is not satisfied with the determination, s(he) has the right to further review as follows:

- S(he) may initiate a request for subsequent review by the Office for the Aging Director within ten (10) calendar days following receipt of notification from the provider agency of its decision.
- The Office for the Aging Director will request, and the provider agency shall provide, copies of the initial file on the complaint in question. The Office for the Aging Director will review the materials to ensure that pertinent policies and procedures have been applied and followed.
- If the policies and procedures have been adhered to, the Office for the Aging Director will not overturn the decision of its contracting provider agency. If the proper policies and procedures have not been applied, the director reserves the right to overturn the decision.
- A written notification of the results will be made to the grievant within twenty (20) working days of receipt of the appeal request.

##### Record Keeping

The provider agency will keep a file, for six years, of all relevant documents and records of a grievance. The file shall include at a minimum: the initial grievance; any investigative reports; any and all written responses; any documents or other records submitted by any party; and, if applicable, the notice to the grievant of the right to appeal.

##### Confidentiality

No information, documents or other records relating to a grievance shall be disclosed by program staff or volunteers in a form that identifies the grievant without the written informed consent of the grievant, unless the disclosure is required by court order or for program monitoring by authorized agencies.

## APPENDIX C

Oneida County Office for the Aging  
2012-2013

### Voucher Instructions For Units of Services Contracts

Complete the Oneida County voucher (3-part white, yellow, and pink form) as follows:

1. **Department:** Office for the Aging and Continuing Care
2. **Claimants Name and Address:** Contractor name and address (checks will be payable to the name given and sent to the address listed).
3. **Date:** List month this claim covers.
4. **Vendor's Invoice Number:** leave blank
5. **Quantity/Description of Material or Service/Unit Price/Amount:**
  - ✓ State the number of units of service and the description of services performed during the month.
  - ✓ List the Unit Price as stated in the Contract Budget.
  - ✓ Place the amount (Units X Unit Price) in the Amount column.
  - ✓ Place the amount to be reimbursed in the Total block.
  - ✓ Specify program funds (III-E, EISEP, CSE, III-B etc.) in the space after the Contract Number.
6. **Claimant's Certification:**

Fill out completely, Note that Oneida County will not pay a voucher without an original signature, Federal ID Number or Social Security Number.
7. **Voucher Backup**
  - ✓ Attach CAARS monthly report.
  - ✓ Master list of clients billed for on voucher (with individual total monthly amount billed).
  - ✓ Attach appropriate backup:
    - Payroll certification sheets and time sheets signed by Agency employee.
    - Legal Assistance Program – case numbers, DOB, Legal Assistance Referral, Type of Service, Fax Date and Unit of Services.
    - Housekeeper/Chore (PCA Level I) or Homemaker/personal care (PCA Level II), Housekeeper/chore (Level I) – Contract EISEP voucher backup. Copies of PCA daily logs including date and times of service and all must be signed by client.
    - Adult Day Care – OFFICE approved sign-in log sheet with dates and times of service and all must be signed by client.
    - Emergency Response Systems – (Original Invoice)

Have all accounting records, receipts and supporting documentation readily available for review by the County, State and/or Federal personnel authorized to examine and/or audit program

accounts. Ref: US Code of Federal Regulations 45-74 amended in 1980. Check numbers, dates paid and amounts paid must be written on each receipt.

**8. Timely Submissions:**

- ✓ Submit monthly vouchers by the 10<sup>th</sup> day of the month following the reporting month.
- ✓ Checks are issued by Oneida County Audit and Control only on Fridays - approximately 30 days after submission.
- ✓ If all documentation is not included, the voucher will be returned unpaid with a request for proper backup and documentation.

**9. Changes To The Budget** (including personnel):

- ✓ Submit a Budget Revision and a justification for the change.

**10. Technical Assistance:**

- ✓ If you have fiscal questions regarding your program or require technical assistance, please contact the OFA-OCC Fiscal Unit directly at 315-798-5456.

Susie Perritano, Accounting Supervisor

# ONEIDA COUNTY HEALTH DEPARTMENT

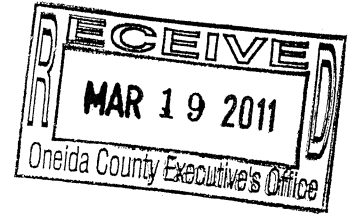
Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138



December 20, 2011

FN 20 12-187

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

## HEALTH & HUMAN SERVICES

Dear Mr. Picente:

### WAYS & MEANS

The *Lead Primary Prevention Program (LPPP)* is performing a cost analysis of the early intervention costs of children lead poisoned over the past three years. This analysis is the first to be completed nationally and will be utilized to assist counties and the state in determining the actual average cost of childhood lead poisoning to taxpayers across the child's lifespan.

We would like to utilize student interns to perform the data entry of this project along with assisting the LPPP with producing documents for over 200 hearings that will be held between January and March 2012.

On November 20, 2011 we were informed that the Oneida County's LPP program will be receiving the annual cost of living adjustment (COLA) as outlined in Chapter 57, Laws of 2006. This COLA will amount to 8.02% of our 2010-11 contract or \$28,047.

We are requesting that \$11,100 of these funds be used to support the use of the above mentioned student interns for the county's 2012 fiscal year.

In anticipation of receipt of these funds, the Health Department is requesting the following supplemental appropriation for the 2012 fiscal year.

To: A4062.195 – Other Fees & Services..... \$11,100

This appropriation will be supported by revenue in A3412 – State Aid – Childhood Lead Poisoning for \$11,100. Please request the Board to act on the above-mentioned at their earliest convenience.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Gayle D. Jones, Ph.D., MPH, CHES  
Director of Health

Reviewed and Approved for submission to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 3/19/12

cc: T. Keeler, Director of Budget ✓

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

March 29, 2012

Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

FN 20 12 - 188

HEALTH & HUMAN SERVICES



## WAYS & MEANS

Dear Mr. Picente:

Re: C-023414 Integrated Cancer Services Program

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Integrated Cancer Services.

The purpose of this amendment is to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed services areas (Oneida, Madison and Herkimer Counties) and enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services. Through the provision of this amendment, clinical breast examinations, screening mammograms, ultrasounds/diagnostic mammograms, breast biopsies, pap/pelvic exams, cervical biopsies, fecal immunochemical tests and colonoscopies will be performed.

Men and women with abnormal screening results are assessed for their need for case management services and are provided with services according to their needs. Also through this amendment, a strong focus is placed on outreach and education to the community and reaching those who need services.

The term of this amendment is for the period of April 1, 2012 through March 31, 2013 in the amount of \$239,721. This will result in new amended contract of \$1,260,054 from April 1, 2008 through March 31, 2013. This amendment is 100% funded by the New York State Department of Health and is not a mandated program.

If this grant meets with your approval, please forward to the Board of Legislators.

Feel free to contact me should you require additional information.

Sincerely,

Gayle D. Jones, PhD, MPH, CHES  
Director of Health

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

attachments  
ry

Date 4/4/12



**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Community Wellness

**NAME AND ADDRESS OF VENDOR:** New York State Department of Health  
Div. of Chronic Disease & Injury Prevention  
Empire State Plaza  
Corning Tower, Room 515  
Albany, New York 12237-0675

**VENDOR CONTACT PERSON:** Suzanne Fusco, Finance Assistant

**DESCRIPTION OF CONTRACT:** Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area, enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services, establish systems and procedures for the provision of breast, cervical, and colorectal cancer screening and diagnostic services to eligible populations, ensure that all men and women with abnormal screening results are assessed for their need for case management services and are provided with services.

**PREVIOUS CONTRACT YEAR:** April 1, 2011 through March 31, 2012

**TOTAL:** \$239,721

**THIS CONTRACT YEAR:** April 1, 2012 through March 31, 2013

**TOTAL:** \$239,721

This will result in new amended contract of \$1,260,054 from April 1, 2008 through March 31, 2013.

       **NEW**             **RENEWAL**        X   **AMENDMENT**

**FUNDING SOURCE:** A3451 100% grant funded

Less Revenues: \_\_\_\_\_

State Funds:      \$239,721

County Dollars – Previous Contract      -0-

County Dollars – This Contract      -0-

**SIGNATURE:** Gayle D. Jones, PhD., MPH, CHES      Director of Health

**DATE:** March 29, 2012

Signature Page for:

Contract Number: C023414

Contractor: Oneida County Department of Health

Amendment Number: 4

-----  
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Anthony J. Picente, Jr.  
(Printed Name)

Approved as to Form Only  
Assistant County Attorney

Title: Oneida County Executive

By: \_\_\_\_\_  
Brian M. Miga  
Assistant County Attorney

STATE OF NEW YORK )

County of \_\_\_\_\_ ) SS:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgment)

-----  
**STATE AGENCY SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Bradley Hutton

Title: Director, Center for Community Health

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Agency Code: 12000  
APPENDIX X

Contract Number: C023414

Contractor: Oneida County Department of Health

Amendment Number: 4

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and **Oneida County Department of Health** (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the workplan or deliverables
- Replaces appendix (ces) B and D (11/12), with the attached appendix (ces) B and D (12/13).
- Adds the attached appendix (ces) \_\_\_\_\_
- Other (describe): \_\_\_\_\_

This amendment is  is not  a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ 1,020,333 From 4/1/08 to 3/31/12  
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ 239,721 From 4/1/12 to 3/31/13

This will result in new contract terms of:

\$ 1,260,054 From 4/1/08 to 3/31/13  
(All years thus far combined) (Initial start date) (Amendment end date)

## APPENDIX B (12/13)

Oneida Co. Department of Health  
Oneida/Herkimer/Madison Co.

**4/1/12-3/31/13**

C023414

<b>PERSONNEL</b>	<b>% Time</b>	<b>Annual Salary</b>	<b>Budget</b>
Program/Outreach Coordinator	100	\$41,915	\$41,077
Case Manager	100	\$38,060	\$37,299
Data Manager	100	\$39,245	\$38,460
Fringe @ 45.7%			\$53,394
Subtotal			\$170,230
<b>OTPS</b>			
Office Technology			\$2,216
Office Supplies			\$2,586
Postage			\$1,000
Newspaper Advertising			\$1,500
Television Campaign/Advertising			\$13,000
Medical Supplies			\$100
Partnership Meetings			\$760
Patient Recruitment Materials			\$800
Screening/Recruitment			\$800
Subcontract			\$42,429
Mileage/Other			
Transportation/Hotel			\$4,300
Subtotal			\$69,491
Total			\$239,721

<p><b>Contractor Budget Justification</b></p>			<p>Rev. 2.7.12</p>
<p>Program/Outreach Coordinator</p>	<p>The Program/Outreach Coordinator serves as the point of contact for all general communication between the CSP and the partnership. The Program Coordinator is responsible for overseeing the daily management of all aspects of the partnership, facilitating communication and feedback among partnership collaborators, promptly disseminating information or correspondence to collaborators in the partnership, promoting decisions about partnership activities be made collectively with all partners, scheduling and arranging a minimum of four full partnership meetings per year, scheduling and chairing monthly education and staff meeting, notifying all partners of the partnership meetings, facilitating meetings among partnership collaborators, attending all committee meetings of the partnership, preparing and submitting semi-annual reports and other required program documents in a timely manner.</p> <p>Responsibilities as outreach coordinator include:</p> <ul style="list-style-type: none"> <li>• Ensuring that there is a balance of strategies for educating eligible clients about the importance of early detection and screening, that information is available on the services provided by the partnership and active recruitment of eligible clients for cancer screening;</li> <li>• Assisting the partnership collaborators in developing, implementing and evaluating effective recruitment strategies, with specific emphasis on clients having the greatest need for services and priority populations;</li> <li>• Ensuring that the expertise of each partnership collaborator is utilized in order to have greater reach into the communities and to maximize the program's effectiveness;</li> <li>• Responsible for recruitment of new providers and will assist with orientation of new providers.</li> </ul>	<p>1.0 FTE @ \$41,915</p>	<p><u>NYS</u> \$41,077</p>

Case Manager	<p>The Case Manager works with the partners to assist clients with alleviating any barriers that may prevent the client from keeping scheduled appointments, diagnostic evaluation, and if necessary, treatment. Responsible for assisting clients in receiving comprehensive, coordinated care, in a timely manner, based on individualized needs. Develop individual written care plans providing ongoing reassessment of the clients' needs. Develop linkages with community resources to connect clients to screening and treatment support services. Reassess the clients' needs throughout the duration of care and evaluating client satisfaction. Maintain Designated Qualified Entity (DQE) status, to enroll clients in the Medicaid Cancer Treatment Program. Assist with any barrier which is preventing a client from meeting with the DQE for an interview and informing the client of documents required for the application process. Assist with outreach and recruitment in the community.</p>	1.0 FTE @ \$38,060	\$37,299
--------------	---	--------------------	----------

<p><b>Data Manager</b></p>	<p>The Data Manager serves as the point of contact for all data-related communication between the CSP and the partnership. The Data Manager is responsible for promptly submitting data via the program's web-based data system (INDUS) for clients screened by a partnership service provider and for whom reimbursement is requested for any clinical service. Assuring that data are submitted promptly in order to expedite payment to service providers and to prevent clients from being billed for covered services. Promptly obtaining missing or incorrect information from the provider promptly distributing monthly data reports received from the CSP (including but not limited to the monthly billing report) to the partnership's fiscal contractor and other partners. Monitoring the partnership's clinical services and infrastructure budgets. Reporting regularly to the partnership on the status of these budgets. Promptly preparing and submitting vouchers to designated CSP personnel on a monthly basis. Attaching the appropriate billing reports and other documentation to vouchers. Maintain status as a DQE to enroll qualified clients in the MCTP. Assist with outreach and recruitment in the community.</p>	<p>1.0 FTE @ \$39,245</p>	<p>\$38,460</p>
<p><b>Director of Community Wellness</b></p>	<p>Administrative oversight of the Partnership Grant. Provides guidance and direction to Partnership staff as indicated. Assists with hiring and orientation of new partnership staff. Will attend partnership meetings. Responsible for initiating new contracts and renewing current provider contracts. Assist program coordinator with completing budgets, workplans and grant preparation. Attends County Legislator meetings and educates legislators about the program and services available. Acts as a consultant for medical issues as she is a registered nurse.</p>	<p>1 FTE @ \$56,643 15% on the project 15% in kind</p>	

Fiscal Services Administrator	Administrator with complete oversight of Health Department billing, accounting and finances. Department budget preparation, 20% time with CSP staff for guidance, assists with budgets, and fiscal planning. Does purchase orders, vouchers, mileage payments and quarterly reports BSRO. Responsible to disperse funds to all clinical service providers and contractual agencies for infrastructure costs. Attest to the CSP that all costs for which reimbursement is requested are true and accurate, to the best of his knowledge, by signing state vouchers.	1 FTE @ \$82,739 20% on the project 20% in kind	\$0
Director of Health	Administrator with complete oversight of Health Department programs and staff. Provides guidance and direction to CSP. Prepares review of state contracts for County Executive and Board Legislators.	1 FTE @ \$78,341 5% on the project 5% in kind	\$0
Assistant County Attorney	Responsible for legal issues relating to program including contracts. Reviews any documents, contracts or charts going to court. Assists with release of information. Consultant for legal matters relating to client situations and general advisor.	.5 FTE @ \$31,028 5% on the project 5% in kind	\$0
Public Health Educators	Assists Coordinator with outreach and education events. Attends Health Fairs and provides information on CSP program. Provides educational cancer information to the public. Member of Outreach Committee and attends Partnership meetings.	1 average FTE @ \$42,457 10% on the project 10% in kind	\$0
Public Health Coordinator	Assists in writing PSA's and other health related information for the media. Edits all Health Education information written prior to sending to the media. Assists with outreach and education events. Schedules and informs staff of scheduled health fairs and other events. Arranges media appearances for coordinator.	1 FTE @ \$48,455 10% on the project 10% in kind	\$0



Community Health Worker Coordinator	Assists with CSP Outreach and Education at Health Fairs and events. Provides information on CSP program and services when providing information on other Health Department programs. Member on Outreach and Education Committee. Provides outreach and referral to rural areas of Oneida County on a monthly basis. CHW coordinator will include information on the Partnership and services available.	1 FTE @ \$41,689 5% on the project 5% in kind	\$0
Community Health Workers	4 Community Health Workers (CHWs) that work in home with women and families, to encourage them to utilize primary health care. Assists them in addressing preventive health needs to keep their families healthy. The CHW's offer information to clients on OCHD programs, including the CSP. They explain the program and refer eligible clients to the CSP. This usually amounts to about 10 hours each per year, so a total of 40 hours per year among the four CHW's.	1 FTE @ \$24,670 4 CHW's at 2% on the project, each 4 x \$493 = \$1,972 2% in kind	\$0
Public Health Nurses	Four Public Health Nurses (PHN) provide 10 hours each a year of door to door outreach in the high risk area of Utica. PHN's provide information on OCHD programs and include information on CSP. PHN's distribute CSP brochures, explain the program and refer uninsured residents who consent to CSP.	1 FTE @ \$48,080 3 PHN's at 2% on the project, each 3 x \$962 = \$2,886 2% in kind	\$0
Computer Support	Provides technical advice and assistance on an as needed basis. Installation of software when needed.	1 FTE @ \$61,475 5% on the project 5% in kind	\$0
Administrative Assistant	Assists in keeping track of contract process. Trains and advises clerical staff in contract management process.	1 FTE @ \$38,071 5% on the project 5% in kind	\$0
<b>Subtotal</b>			<b>\$116,836</b>

<b>Fringe @ 45.7%</b>			<b>\$53,394</b>
Billing Specialist	Provides HR services and payroll services to OCHD employees.	Part Time @ \$23/hr Approximately 26 hours/year 26 x \$23 = \$598	

<p>Oneida County Office of the Aging</p>	<p>June Hanrahan from OFA is a partner and a DQE for our partnership. She completes 3 MCTP applications a year, assists with outreach through the Meals on Wheels Program, includes filers in her monthly newsletter twice a year, and assists with other outreach activities. Attends at least 2 screening events a year. Attends about 8 outreach meetings a year, and the 2 Oneida County Partnership meetings.</p>	<p>3 MCTP apps/yr at \$29/hr:  3 X \$29 = \$87  5 hrs of time (5 X \$29 = \$145)  preparing and including CSP info in monthly newsletter 2 times/year  Prints filers at @ \$200 (covers both submissions)  2 screening/health &amp; wellness events per year is @ 5 hours of time each:  10 X \$29 = \$290  8 O/E mtgs/yr at 1.5 hrs/mtg:  8 X \$43.5 (1.5 x \$29) = \$348  2 Partnership mtgs/yr at 2.5 hrs/mtg:  2 X 72.5 (2.5 X \$29) = \$145</p>	<p>\$0</p>
--	--	--	------------

<p>American Cancer Society</p>	<p>Peter Cittadino of American Cancer Society is very active on Outreach Committee. Peter Cittadino assists with development and design of Partnership literature and brochures. Prints materials and assists in chairing and planning meetings for events. Peter also assists with advocacy meetings. All In-Kind contribution.</p>	<p>150 hrs/year of Peter's time at \$42/hr:  150 X \$42 = \$6,300  General advertising of CSP along with ACS events - about \$300/year  Literature to distribute at events - about \$300/year  Use of Dermascan for health events: \$50/use X 3 events - \$150  Use of room for monthly Outreach mtg: \$20/hr X 2.5 hrs X 12 mtgs = \$600  Donation of coffee/paper products for mtgs: \$7 X 12 mts = \$84</p>	<p>\$0</p>
<p>Herkimer County Public Health Nursing</p>	<p>Bobbi Netti from HCPH Nursing is a DQE and still does approximately 3 MCTP applications per year for us, at an hourly rate of about \$19/hour.</p>	<p>3 X \$19 = \$57</p>	<p>\$0</p>

<b>Personnel Totals:</b>			<b>\$170,230</b>
<b>Other Than Personal Services (OTPS)</b>	-		
<b>Administration</b>			<b>\$5,802</b>
Office Technology	Our copier/fax costs \$1,716 a year to lease. Also requesting an additional \$500 in case any of the equipment needs to be replaced or fixed (ie: computer, file cabinet)	Copier/Fax @ \$143 X 12 = \$1716 Additional small office equipment if needed- \$500	\$2,216
Office space/Rent	CSP utilizes 620 square feet of space at \$8.95 per square foot, for 12 months.	\$8.95 x 620 = \$5,549 for 12 months	
Office supplies	General office supplies: folders, labels, tape, pens, paper clips, etc. Paper for the year	\$500 \$33.40 per carton x 10 cartons = \$334	\$2,586
	Ink cartridges for the year for 3 printers, replacing twice/year	\$292/printer X 3 printers X 2= \$1752	
Phone/Internet	5 phone lines total-- for Program/Outreach Coordinator, Case Manager, Data Manager, Clerical Staff and Fax	\$15/month x 5 lines = \$75, x12 months = \$900	
Postage			\$1,000

	Postage for 200 reminder letters/month (to include 2nd & 3rd reminders) 200 x .44 = \$88 x 12 months = \$1,056	200 x .45 = \$90 x 12 months = \$1,080	
	1200 postage paid envelopes	1200 x .45 = \$540	
	Additional mailings to include but not be limited to FIT kits; contracts; workplan and budget; reports; payment to providers; ; Fed Ex or overnight mailings as needed; Certified mail, etc.	estimated to be about \$434	
<b>Public Awareness/Advertising</b>			<b>\$14,500</b>
<b>Newspaper Advertising</b>			<b>\$1,500</b>
Advertising Contract (all other mediums beside newspaper)	We have a contract with a local marketing company to administer an ad campaign for us, to include mostly television as this seems to work the best in this area, and some internet. We intend to utilize \$13,000 of DOH funds. We are hoping to have \$4,500 from the Komen Foundation specifically for an ad for our October Screening Week. There are other services that MPW marketing provides in-kind....see below. <b>Cost to run the ad is different depending on the time it runs. Rates range from \$20 (mid-morning) to \$300 (evening)</b>		<b>\$13,000</b>
	<b>MPW in kind:</b> For October Screening Week spot - Edit & post production management - \$1,040 Media Planning/Negotiation \$ 455 For yearly run of Get Screened ads - Media Planning/Negotiation \$ 390 <b>Total - \$1,885</b> <b>Nexstar Communications in kind:</b> For October Screening Week spot: Production & editing \$700 Airtime -(139 donated spots between 3 stations over a period of 1 week) \$3,970 <b>Total - \$4,670</b> <b>WKTV in kind-</b> Airtime for yearly run of Get Screened ads (350 donated spots over 2 stations and a 4 1/2 week period of time)- \$14,210		

	<p>Airtime for October Screening week spot (37 donated spots over 2 stations and a period of 1 week) \$1,370</p> <p><b>Total - \$15,580</b></p>	
<b>Client Services</b>		<b>\$100</b>
<b>Medical Supplies</b>	Prep for colonoscopies	5 x \$20 = \$100
<b>Translation</b>	We hope to have some funding from Komen that will pay for an outreach worker to the Latino community in Utica, and will pay for some translation services as well.	9 hrs X \$55/hr = \$495
<b>Meeting Expenses</b>	Partnership meetings (4/yr): Breakfast provided by the CSP. We estimate approximately 40 attendees per meeting at \$2.50 each.	<b>\$760</b>
		\$400
	Outreach and Education Subcommittee meetings (monthly): Space is donated by the American Cancer Society (listed in ACS's in-kind), along with the coffee. CSP provides light breakfast. We estimate approximately 20 regular attendees at \$1.50 each.	\$360
<b>Printing and Copying</b>		<b>\$800</b>

<p>Patient Recruitment Materials</p>	<p>Materials associated with recruiting patients such as fliers and event posters. Also, we have a third page to the consent form that we require patients to complete, and we have that printed in duplicate.</p>	<p>Consent form: 1,000 x \$.094 each=\$94 Posters for screening week: 150 x \$.27each = \$40.5 Patient surveys for screening week: 100 x \$.25 = \$25 Posters for Steuben health fair: 50 x \$.27each = \$13.50 General outreach fliers/posters: 500 x \$.25 = \$125 Miscellaneous outreach materials: 500 x \$.25 = \$125 Additional printing of materials for providers, partners, outreach, etc.....\$377</p>	<p>\$800</p>
<p><b>Special Events</b></p>		<p></p>	<p></p>



<p>Screening and Recruitment</p>	<p>Steuben Health Fair This is our yearly rural health fair in Oneida County. There are free health screenings, vendors with health information. We offer a light breakfast for vendors, lunch for all and 3 raffles at \$20 apiece. Most of the funds come from our Komen grant. We are just looking to supplement those funds. Health fairs in this region are generally free to vendors, especially those that are non-profit, so in order to increase the services and information that we can offer, we do not charge vendors for their participation.</p>	<p>light breakfast for 35-40 vendors at \$5 apiece is @ \$200          healthylunch for vendors and @ 75 attendees at \$7 apiece is @ \$800          3 raffles at \$20 each is \$60          the remaining \$40 will be used for miscellaneous expenses such as table coverings, coffee, etc.</p>	<p>\$300</p>
	<p>Screening Week-In October 2010, we held a successful Screening Week, screening 42 new women for breast cancer. The mammography providers did some of the goodie bags that were given to the women, we had some donated items and some raffle items that were purchased. Some of the funds to help with this will come from Komen, but we would like to supplement this in order to purchase 2 or 3 small items for a gift bag. The whole point of the event was to get women to do something for themselves, and we had much positive feed back and thanks for not only paying for their screenings but for the "goodie bags" and raffle items. We hope to screen at least 60 new women this year in addition to approximately 20 return women.</p>	<p>80 good bags at about \$5 each</p>	<p>\$200</p>

	<p>We are working with the Komen foundation to fund an outreach worker one day a week to work with the Latino population of Utica (Oneida County). As a result of this person, we hope to hold some events for this community, such as small groups to discuss women's health and to focus on breast health awareness, but to also incorporate the cervical and colorectal health into this as well. Additionally, some of the funds we anticipate from Komen will go to help support outreach in the more rural areas of our counties.</p>		\$0
	<p>Some of the health fairs that we participate in require a small raffle item to be donated as a door prize. These are generally about a \$25 value. There are approximately 6 of these each year. At some other events, we may do a table raffle linked to a quiz about the types of cancer for which the CSP screens. We do this to draw people into the table and educate a little about the CSP and preventive screenings. We estimate maybe 6 of these types of events. This makes a total of 12 events.</p>	<p>12 x \$25 = \$300</p>	\$300
<p><b>Subcontract</b> Contractual Clerical Worker</p>	<p>Responsible for handling almost 100% of client intake for eligibility. Will fill out Screening Intake Forms and fax information to the provider of choice. Will maintain tickler file to follow client's results once appointments are made. Other duties include: mailing reminder letters, filing, entering data, mailing information regarding chronic disease prevention to clients in the program and typing required reports. Assist with data input as directed by data manager. Participates and assists with outreach events as directed by Program/Outreach Coordinator.</p>	<p>\$16.98/ hour 35 hours/week 52 weeks 16.98 x 35 x 52 = \$30,904</p>	<p><b>\$42,429</b> \$30,309</p>

<p>Outreach Workers</p>	<p>Works under the direct supervision of the program/outreach coordinator, and in conjunction with the case manager, data manager, clerical worker and local health department Health Educators to promote CSP in all three counties and recruit patients and providers specifically for CSP. These 2 women only do outreach for the CSP and staff events for CSP in their respective counties, as opposed to the other in-kind promotion of the program by community health workers, health educators and public health nurses that are in "the field" for reasons other than the CSP. The Outreach Staff will assist in scheduling and attending community outreach activities. One worker is in Madison county and parts of Western Oneida County and one worker is in Herkimer County and the balance of Oneida County, to design and implement a minimum of 3-4 enrollment events specific to their region. Attend meetings and assist in activities as required as well as preparation of reports. Outreach workers will be charged with securing a quota of new enrollments each month. The Madison County Worker works 5 hours a week (20 hours a month) at a free clinic and takes all enrollments for CSP of eligible participants. Ten hours of this time is considered in-kind. We are also going to have an outreach worker from the Mohawk Valley Latino Association, based on Komen funds, who will work in Utica (Oneida county) trying to raise awareness of good breast health and the CSP among the Latino population. Both Madison and Herkimer County Workers put in an average of 3 hours a month in-kind, calculations to the right.</p>	<p><b>Madison County Worker</b>  \$20/hour x  18hrs/month x  12 mos =  \$4,320  <b>Herkimer County Worker</b>  \$15/hour x  10hrs/week x 52  wks = \$7,800  <b>Latino Population of Utica (Oneida County)</b>  \$15/hour X 7  hrs/week X 52  weeks = \$5,460</p>	<p>\$12,120</p>
<p><b>Travel (official contract business)</b></p>			<p><b>\$4,300</b></p>
<p>Mileage</p>	<p>Travel by staff (including Program/Outreach Coordinator, Outreach staff, Case Manager and Data Manager) throughout all three counties, to meet with providers, clients, attend outreach events, attend regional meetings and other required/recommended training seminars and conferences relating to CSP.</p>	<p>Approximately  640 miles per  month between  all staff at \$.56  per mile...  640 x \$.56 x 12  = \$4,300</p>	
<p><b>Personnel Total:</b></p>			<p><b>\$170,230</b></p>
<p><b>OTPS Total:</b></p>			<p><b>\$69,491</b></p>

<b>Total:</b>		<b>\$239,721</b>
---------------	--	------------------

**APPENDIX D (12/13)**

Cancer Services Program of Oneida, Herkimer &  
Madison Counties

**Partnership Name:**

**Contract Agency Information:**

Contract Agency Name: Oneida County Health Department

Person for whom all contractor  
correspondence should be  
directed: Dr. Gayle Jones

Address: Adirondack Bank Building  
185 Genesee St., 5th floor

City: Utica State: NY Zip: 13501

Telephone (inc. area code): 315-798-6400

Fax (inc. area code): 315-798-

E-Mail Address: [gjones@ocgov.net](mailto:gjones@ocgov.net)

Federal Tax ID#: 15-6000460

Charities Registration#:

Total Award Amount: \$239,721

County(ies) Contracted to Serve: Oneida, Herkimer and Madison Counties

**Partnership Staff**

Each contractor should ensure that the following functions are covered: Coordinator (1 maximum), Recruitment/Outreach, Data Management, Case Management and Public Contact. Note: one person can perform multiple roles.

The person identified as the Public Contact will be posted on the NYS DOH website and will also be provided by 1-866 number phone staff as the person to call about the program and screening services. You must indicate one public contact.

**Contact Information:**

Organization Name: Oneida County Health Department  
Contact Person: Wendy Hunt  
Address: Adirondack Bank Building  
185 Genesee St., 5th floor  
City: Utica State: NY Zip: NY  
Telephone (inc. area code): 315-798-5229  
Fax (inc. area code): 315-798-5071  
E-Mail Address: whunt@ocgov.net

**Functions Performed:**

Coordinator  
 Recruitment/Outreach  
 Data Management  
 Case Management  
 Public Contact  
 Fiscal

Organization Name: Oneida County Health Department  
Contact Person: Robin Potenski  
Address: Adirondack Bank Building  
185 Genesee St., 5th floor  
City: Utica State: NY Zip: NY  
Telephone (inc. area code): 315-798-5248  
Fax (inc. area code): 315-798-5071  
E-Mail Address: rpotenski@ocgov.net

Coordinator  
 Recruitment/Outreach  
 Data Management  
 Case Management  
 Public Contact  
 Fiscal

Organization Name: Oneida County Health Department  
Contact Person: Lynda Kiefer  
Address: Adirondack Bank Building  
185 Genesee St., 5th floor  
City: Utica State: NY Zip: NY  
Telephone (inc. area code): 315-798-5248  
Fax (inc. area code): 315-798-5071  
E-Mail Address: lkiefer@ocgov.net

Coordinator  
 Recruitment/Outreach  
 Data Management  
 Case Management  
 Public Contact  
 Fiscal

Organization Name: Oneida County Health Department  
 Contact Person: Jackie Sebastian  
 Address: Adirondack Bank Building  
185 Genesee St., 5th floor  
 City: Utica State: NY Zip: NY  
 Telephone (inc. area code): 315-798-5248  
 Fax (inc. area code): 315-798-5071  
 E-Mail Address: jsebastian@ocgov.net

Coordinator  
 Recruitment/Outreach  
 Data Management  
 Case Management  
 Public Contact  
 Fiscal

Organization Name: Oneida County Health Department  
 Contact Person: Betty Breckenridge  
 Address: Adirondack Bank Building  
185 Genesee St., 5th floor  
 City: Utica State: NY Zip: NY  
 Telephone (inc. area code): 315-798-5248  
 Fax (inc. area code): 315-798-5071  
 E-Mail Address: none

Coordinator  
 Recruitment/Outreach  
 Data Management  
 Case Management  
 Public Contact  
 Fiscal

Organization Name: Oneida County Health Department  
 Contact Person: Mellony Light  
 Address: Adirondack Bank Building  
185 Genesee St., 5th floor  
 City: Utica State: NY Zip: NY  
 Telephone (inc. area code): 315-798-5248  
 Fax (inc. area code): 315-798-5071  
 E-Mail Address: berry7782@aol.com

Coordinator  
 Recruitment/Outreach  
 Data Management  
 Case Management  
 Public Contact  
 Fiscal

Partnership Name: Oneida, Herkimer, Madison

Rev. 2.7.12

**Goal 1: Partnership building and management activities**

Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area.

Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
Objective 1: By September 30, 2012 identify and recruit 3 partners to assist with recruitment of male clients.	<p>1) We will recruit a urologist in each county to be able to offer uninsured men diagnosed with prostate cancer the Medicaid Cancer Treatment Program. We will also work with these offices to set up a process whereby any uninsured man 50 and older will be referred to the CSP for a FIT kit.</p>	Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager	10/1/2012
	<p>2) With the new Federally Qualified Health Center in Utica now open and partnered with us, we are working with them to put a system in place to make sure that any uninsured men age 50 and older are referred to the CSP for FIT kits.</p>	Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager	04/1/2012-3/31/2013
	<p>3) There is a new free clinic in Oneida, the Mary Rose Clinic. This is strictly for the uninsured. We are working with them to set up a process by which any uninsured man 50 or older gets referred to the CSP for a FIT kit. We will bring a member of their Board into our partnership.</p>	Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager	10/1/2012
	<p>4) We will contact the local Chambers of Commerce to offer presentations to their members about the CSP. Our intent will be to find the businesses out there that have male employees, age 50+, who do not have health insurance, and we can offer the FIT kits to them, as well as offer the businesses the CSP as an option to offer their employees that do not have health insurance.</p>	Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager	04/1/2012-3/31/2013

Ver. 2/19/10



Objective 2: By September 30, 2012 identify and recruit 3 partners to assist with recruitment of men and women ages 50 to 64.	<p>5) We will be working to recruit staff from the Mohawk Valley Community Action Agency and the Community Action Agency of Madison County onto our partnership. Their employees see people through out the 3 counties from all different situations. We will work with them to understand the CSP so that they can offer it to their clients, and have them complete a simple referral form to send us when a client is interested in the CSP.</p>	Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager	3/31/2013
	<p>1) We are working to bring the Mohawk Valley Latino Association (MVLA) onto the partnership, in order to better reach the Latino population in the area. We will provide them with Spanish language information so that the staff and volunteers of the MVLA will be able to offer the program to their clients.</p> <p>3) With the new Federally Qualified Health Center in Utica now open and partnered with us, we are working with them to make sure that any uninsured men and women, age 50 and older are referred to the CSP for reimbursement of all the services for which they are eligible, and to get FIT kits.</p> <p>4) The new free clinic in Oneida, the Mary Rose Clinic. This is strictly for the uninsured. Our outreach staff is working there as a nurse, does education about the CSP and takes referrals for anyone that is eligible. Because the clinic is a free clinic, they can not receive any reimbursement, but we have a member of their Board on our partnership. We would like to contract with the medical providers who volunteer their time at the free clinic, to see CSP clients in their full time offices.</p>	Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager	3/31/2013

	<p>4) We will contact the local Chambers of Commerce to offer presentations to their members about the CSP. Our intent will be to find the businesses out there that have employees, age 50+, who do not have health insurance, and we can offer the CSP's services to them, as well as offer the businesses the CSP as an option to offer their employees that do not have health insurance.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>4/1/2012-3/31/2013</p>
	<p>5) We will be working to recruit staff from the Mohawk Valley Community Action Agency and the Community Action Partnership of Madison County onto our partnership. Their employees see people through out the 3 counties from all different situations. We will work with them to understand the CSP so that they can offer it to their clients, and have them complete a simple referral form to send us when a client is interested in the CSP.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>4/1/2012-3/31/2013</p>
	<p>6) We will be working to recruit members of the media into the partnership to help us promote the program to increase recruitment of uninsured men and women age 50 +. The local NBC affiliate has been helpful so we will start with them (WKTV) and we will research who the health reporter is for Your News Now (YNN) to see if we can bring someone on board from that organization as well.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>4/1/2012-3/31/2013</p>
<p>Objective 3: By May 1, 2012 reassess and expand the number of community-based organizations and/or providers who are referral sources for clients or client services necessary to reduce barriers to screening or</p>	<p>1) We continue to utilize the OCHD Komen grant to assist women with services associated with their breast screenings, such as transportation and child care.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>4/1/2012-3/31/2013</p>

follow-up such as child care, medical equipment or transportation.

<p>Objective 4: Between April 1, 2012 and March 31, 2013 conduct 4 partnership meetings (minimum of 4) to communicate program standards, to plan, implement and evaluate required contract deliverables and address the status of program performance measures.</p>	<p>2) We are developing relationships with the Community Action Partnership of Madison County (CAPMADCO), and the Mohawk Valley Community Action Agency (MVCAA) to help with referrals for services that may be considered barriers to screening or follow-up. These 2 agencies see many residents of the 3 counties and have resources or access to resources to help.</p> <p>3) Will continue to participate in the local COMPASS Group, which is an organization of health professionals in the area that provide services to seniors, ages 50+, to look for avenues not only for recruitment but for resources as well to help the CSP clients.</p> <p>4) As always, we will continue to refer clients in need to the American Cancer Society for specific services that ACS can assist with such as finding transportation, advocacy and referral with larger issues including but not limited to payment of medical bills, available insurance programs, clinical trials for treatment.</p> <p>5) As we get information about new resources for the people that we serve, we add them to our community resource directory.</p> <p>1) Send meeting notice and agenda to involved parties two weeks in advance. Schedule two meetings in Oneida County, one in Herkimer and one in Madison County.</p> <p>2) Review, Monitor and revise progress toward meeting workplan goals and objectives at each meeting.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p>
---	--	---	---

<p>Objective 5: Maintain 7 Designated Qualified Entities (DQE's) to adequately meet the needs of the partnership to assist eligible men and women with enrollment in the MCTP, including those not screened through the CSP.</p>	<p>3) Monitor performance measures and adjust systems and activities as needed.</p> <p>4) Provide informational/educational opportunities for partners/providers at each meeting.</p> <p>5) Explore and identify partner ideas and responsibilities.</p> <p>7) Distribute meeting minutes within 2 weeks after the meeting.</p> <p>1) We will get the Herkimer County outreach worker to training to become a Designated Qualified Entity.</p> <p>2) Attend applicable training to keep current on MC TP guidelines.</p> <p>3) Regularly assess the partnership's need for additional DQE's.</p> <p>4) Maintain current 7 trained DQE's within the Partnership's 3 counties.</p> <p>5) When meeting with providers and members of the community, we will make them aware that if a person is not eligible for the CSP but is diagnosed with cancer, they may still be eligible for MCTP and that they should call the CSP to complete the paperwork if they need help paying for treatment.</p>
<p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>Entire Partnership, CSP staff</p>	<p>4/1/2012-3/31/2013</p>
<p>Program/Outreach Coordinator, Clerical staff</p>	<p>4/1/2012-3/31/2013</p>
<p>Program/Outreach Coordinator, Outreach staff</p>	<p>3/31/2013</p>
<p>All CSP Staff, DQE's</p>	<p>4/1/2012-3/31/2013</p>
<p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>Program/Outreach Coordinator, Data and Case Managers, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>

	<p>6) All clients diagnosed through the CSP, regardless of their eligibility for MCTP, will be asked if they would like to be referred to the American Cancer Society's Patient and Family Services for cancer specific information, assistance, connections to community resources, as well as American Cancer Society patient programs, including programs that are available in a specific geographic area, such as transportation assistance, and peer support programs.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach Staff, DQE's</p>	<p>4/1/2012-3/31/2013</p>
<p>Objective 6: By October 1, 2012 identify, recruit and maintain 3 community partners and CSP clients willing to share testimonials or personal stories to educate community leaders and decision makers about the local CSP.</p>	<p>1) Contact clients that have received services through the CSP to see if they would be willing to provide a testimonial, attend screening events, or go with us to a legislative visit.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach Staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>2) Ask those clients to be partners and be a part of the Outreach and Education Sub-Committee.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach Staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>3) We will continue to work with the partnership members to get them to help out in terms of educating the decision makers in our communities about the CSP and the good that the program does.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach Staff</p>	<p>4/1/2012-3/31/2013</p>

<p>Objective 7: All CSP clients will be assessed for smoking status and referred to the NYS Smoker's Quitline as appropriate.</p>	<p>1) At initial intake all clients are asked if they are users of tobacco products. Clients who are tobacco users and agreeable, are referred to the NYS Fax to Quit line. We do not send information unless it is requested of us by the client. IF the client uses tobacco but is not ready to quit, we let them know that at any time they can request we send their name to the Quit Line.</p>	<p>Clerical staff, Data Manager, Case Manager, Program/Outreach Coordinator, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
<p>Objective 8: By March 31, 2013, re-assess the level of participation of current partners, and their commitment to the ongoing revitalization of this partnership.</p>	<p>1) Contact partners that wrote letters of support for the grant, and reintroduce the CSP to them. For those that are not actively involved, remind them of their original commitment and evaluate their desire to continue on the Partnership.</p> <p>3) Work with provider offices to identify self-pay patients who may be able to utilize the CSP. Each office will be provided with a letter that they can send to these patients along with information about the CSP.</p> <p>3) Send a letter to all active partners, thanking them for their commitment to the Partnership, ask them for their continued support, and ask them how we can help to keep them involved.</p> <p>4) Send a letter to all new partners when they join the partnership to remind them of what they have committed to doing, and thanking them for making that commitment.</p>	<p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator, Data and Case Manager, Outreach Staff</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p>	<p>11/1/2012</p> <p>10/1/2012</p> <p>11/1/2012</p> <p>3/31/2013</p>

**Goal 2: Outreach and Recruitment Activities**

Between April 1, 2012 and March 31, 2013 recruit and enroll women and men from the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services.

Objectives	Activities planned to achieve this objective	Type of Activity	Staff/Partnership member(s) responsible	Completed by (month & year)
Objective 1: Each month, between April 1, 2012 and March 31, 2013, >= 75% of screening mammogram clients will be ages 50 and older. (PM #1)	<p>1) Work with the local Chambers to identify at least one employer in each county that may have uninsured 50-64 year old women as employees and offer screening days at their sites to enroll these women in the CSP.</p>	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	3/13/2013
	<p>2) Continue with Old Forge, Herkimer County screening event with the Bassett Mobile Mammography Coach. This event has been successful 2 years in a row to recruit some new women. It is a very rural area with few resources. We will use the local media as much as possible to advertise the event.</p>	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Bassett Mobile Coach Staff, Director of Community Wellness	12/1/2012
	<p>3) We will continue with our yearly rural health fair in Steuben, Oneida County, utilizing the Bassett Mobile Mammography Coach to provide CBE's, mammograms and Pap tests for women ages 50 to 64. We will host a variety of educational vendors as well as other health screenings to be determined, for our target population. We will offer a speaker about women's health as well. Local media will be used as much as possible to promote the event.</p>	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Various partners to provide screenings and information to the community, Director of Community Wellness	3/31/2013

<p>4) We are going to replicate the Love Yourself screening event we have done in October the last 2 years, covering all three counties. We screened at least 37 new women through this event and at least half were ages 50-64. We bring together the providers that we work with in all three counties to do screenings for women 50-64. We will work with the American Cancer Society and the participating providers to get the word out in the community about the event. We will work with local media (NexStar Communications, Roser Communications, VMCR, etc) to promote the event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, CSP mammography providers</p>	<p>10/30/2012</p>
<p>5) We will work with our mammography providers to encourage them to hold a regular screening day at their site, such as Oneida Healthcare does for the CSP once a month.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, CSP mammography providers</p>	<p>04/1/2012-3/31/2013</p>
<p>6) Continue to attend any relevant community health events to promote the CSP and recruit 50-64 year old women for mammograms.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
<p>7) We are hiring a woman from the Mohawk Valley Latino Association (MVLA) for 7 hours a week to do outreach to the Latina population in Utica to raise awareness of good breast health, and make sure those that are eligible for the CSP are offered access to the program and interpretation if needed.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach Worker</p>	<p>04/1/2012-3/31/2013</p>



<p>8) We will be working with the Oneida Indian Nation to do screening days once a month at Oneida Healthcare specifically for Oneida women to receive screening mammograms. We will ask the Nation to focus on referring women ages 50 to 64 for the events.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
<p>9) Promote awareness of the importance of breast cancer screenings through public service announcements and local media outlets.</p>	<p>Promotion</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
<p>10) Outreach staff will plan events in the areas that they cover, in places such as libraries, farmers markets, community events, to promote the program and recruit clients.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff</p>	<p>04/1/2012-3/31/2013</p>
<p>11) Work through the new Federally Qualified Health Center in Oneida County, and the new free clinic in Madison County, to recruit women who are 50 to 64 for mammograms.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, FQHC staff</p>	<p>04/1/2012-3/31/2013</p>
<p>12) Monthly performance measures will be monitored for accuracy.</p>	<p>Inreach</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>04/1/2012-3/31/2013</p>
<p>Objective 2: Each month, between April 1, 2012 and March 31, 2013, &gt;= 20% of initial program funded pap tests will be for women who are rarely or never screened. (PM #2)</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
<p>1) Work with the local Chambers of Commerce to identify an employer in each county that may have female employees between 50 and 64 that have not had Pap tests in a while and offer enrollment into the CSP on site, and to offer the CSP information to the employers to utilize as an option for employees that do not have health insurance.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>

<p>2) Work with the four Planned Parenthood's that we contract with to have a screening day in January to highlight cervical cancer awareness (similar to our October Screening Week) and to encourage women who are rarely or never screened for cervical cancer to do so. We will use the local media as much as possible to promote the event;</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Planned Parenthood staff</p>	<p>1/31/2013</p>
<p>3) We will work with the new Federally Qualified Health Center in Oneida County and the new free clinic in Madison County to educate their patients on the importance of regular Pap testing, and ask them to identify women over 40 who have not had a Pap in 3 or more years and then contact those women to offer the CSP to them.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, FQHC staff, Mary Rose clinic staff/providers</p>	<p>04/1/2012-3/31/2013</p>
<p>4) We will continue with our yearly rural health fair in Steuben, Oneida County, utilizing the Bassett Mobile Mammography Coach to do Pap tests for women as well, focussing on those rarely or never screened by offering a special drawing to women who fit this description and get a Pap done on the Coach. We will also offer a speaker on women's health issues and have that speaker discuss the importance of regular cervical screening. We will use the local media as much as possible to promote the event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Various partners to provide screenings and information to the community, Director of Community Wellness</p>	<p>3/31/2013</p>
<p>5) We will replicate our October Love Yourself Screening Week that we started in October 2010. We screened new women 37 into the CSP during the event. This year we will focus during our promotion of the event, in recruiting new women who are rarely or never screened for cervical cancer. We will work closely with local media to promote this event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Various CSP Providers</p>	<p>10/31/2012</p>

<p>6) We will be working more closely with the Latino population in Utica, NY to raise awareness about good breast health, so we will also promote good cervical health to these women as well, making them aware of the CSP and recruiting those who are eligible.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator</p>	<p>04/1/2012-3/31/2013</p>
<p>7) Continue to attend any relevant community health events to promote the CSP and recruit women who are rarely or never screened for cervical cancer.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
<p>8) Promote awareness of the importance of cervical cancer screenings through public service announcements and local media outlets.</p>	<p>Promotion</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
<p>9) Outreach staff will plan events in the areas that they cover, in places such as libraries, farmers markets, community events, to promote the program and recruit clients.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff</p>	<p>04/1/2012-3/31/2013</p>
<p>10) Work with provider offices to identify self-pay women who are rarely or never screened for cervical cancer. Each office will be provided with a letter that they can send to these patients along with information about the CSP.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>10/1/2012</p>
<p>11) Monthly performance measures will be monitored for accuracy.</p>	<p>Inreach</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>04/1/2012-3/31/2013</p>
<p>Objective 3: Each month, between April 1, 2012 and March 31, 2013, &gt;= 20% of clients age 50 and older who were</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff</p>	<p>04/1/2012-3/31/2013</p>

<p>screened in the program during the most recent 12 months will be men. (PM #4)</p>	<p>2) As we will be working more with the Latino population in Utica regarding breast health, we will also offer information to men about colorectal screening through the CSP and enroll any eligible men for colorectal screenings</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator</p>	<p>04/1/2012-3/31/2013</p>
	<p>3) We will identify a urologist in each county that we can talk to about the MCTP for men who are uninsured and diagnosed with prostate cancer, and to refer to the CSP uninsured men 50+ who are in need of colorectal cancer screening.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>10/1/2012</p>
	<p>4) Work with provider offices to identify self-pay men who are 50+. Each office will be provided with a letter that they can send to these patients along with information about the CSP, offering them access to colorectal cancer screenings.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>10/1/2012</p>
	<p>5) When we screen women for the CSP, we always ask them if there is a man in their lives, who is 50+ and in need of a colorectal cancer screening. Additionally, we will encourage those women to remind the men in their lives how important a regular colorectal cancer screening is after the age of 50.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Intake/enrollment staff</p>	<p>04/1/2012-3/31/2013</p>
	<p>6) Continue to attend community health events to offer FIT kits to eligible men. If a risk assessment is required, then the staff that is working that event will perform that assessment at that time, or obtain the individual's contact information to call and do the assessment more privately.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
	<p>7) Promote awareness of the importance of colorectal cancer screenings through public service announcements and local media outlets.</p>	<p>Promotion</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>

<p>Objective 4: Each month, between April 1, 2012 and March 31, 2013, &gt;= 50% of women age 50 and older will receive comprehensive cancer screening (breast, cervical and colorectal cancer screenings). (PM #7)</p>	<p>8) Outreach staff will plan events in the areas that they cover, in places such as libraries, farmers markets, community events, to promote the program and recruit clients.</p> <p>9) Work through the new Federally Qualified Health Center in Oneida County, and the new free clinic in Madison County, to offer FIT kits to any men who are uninsured and 50+.</p> <p>10) Monthly Performance Measures will be monitored for accuracy.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff</p>	<p>04/1/2012-3/31/2013</p>
		<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, FQHC staff</p>	<p>04/1/2012-3/31/2013</p>
		<p>Inreach</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>04/1/2012-3/31/2013</p>
		<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
	<p>1) Work with the local Chambers of Commerce to identify an employer in each county that may have female employees between 50 and older and offer comprehensive cancer screenings to them. We will also offer the CSP information to the employers to utilize as an option for employees that do not have health insurance.</p> <p>2) We will replicate our October Love Yourself Screening Week that we have held the last 2 Octobers. We screened 37 new women into the CSP during the event in 2011. Approximately 8 of those women had comprehensive screenings. We will also encourage the comprehensive screenings during this event. We will work closely with the local media to promote this event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, CSP providers</p>	<p>10/31/2012</p>

<p>3) As we are working with the Latina population in Utica, we will encourage all women who we work with regarding breast health and who are eligible for comprehensive screening through the CSP, get screened comprehensively.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>4) When screening women into the CSP, we will strongly encourage all 3 screenings for those who are 50+, reminding them of the American Cancer Society guidelines for the preventive screenings of all 3 types of cancer.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Intake/Enrollment staff</p>	<p>04/1/2012-3/31/2013</p>
<p>5) Continue to attend community health events to promote the CSP and recruit women for comprehensive cancer screenings.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
<p>6) We will work with the new Federally Qualified Health Center in Oneida County and the new free clinic in Madison County to educate their patients on the importance of regular screenings for breast, cervical and colorectal cancer, and enroll those who are 50+ for comprehensive screenings.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>04/1/2012-3/31/2013</p>
<p>7) We will continue with our yearly rural health fair in Steuben, Oneida County, utilizing the Bassett Mobile Mammography Coach for women ages 50 to 64. We will offer breast and cervical screenings on the Coach and distribute FIT kits to the women, so that they get a comprehensive screening.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Various partners to provide screenings and information to the community</p>	<p>3/31/2013</p>
<p>8) Outreach staff will plan events in the areas that they cover, in places such as libraries, farmers markets, community events, to promote the program and recruit clients.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff</p>	<p>04/1/2012-3/31/2013</p>

<p>Objective 5: By March 31, 2013, implement a reciprocal referral system whereby 10 referrals will be made between the CSP partnership and Medicaid, Family Health Plus or other public health insurance programs.</p>	<p>9) Promote awareness of the importance of regular preventive breast, cervical and colorectal cancer screenings through public service announcements and local media outlets.</p>	Promotion	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	04/1/2012-3/31/2013
	<p>10) Work with provider offices to identify self-pay women who could benefit from the CSP's services. Each office will be provided with a letter that they can send to these patients along with information about the CSP.</p>	Inreach	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	10/1/2012
	<p>11) Monthly performance measures will be monitored for accuracy.</p>	Inreach	Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator	04/1/2012-3/31/2013
	<p>1) We have developed a referral form for the health insurance organizations and facilitated enrollers to use when referring people to the CSP. This will be a reciprocal referral form for us to refer back to the insurances as needed.</p>	Inreach	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	04/1/2012-3/31/2013
	<p>2) Re-connect yearly with the Medicaid offices in each county to renew our relationship with them, update the contact information and work with them to help us to educationt the DSS staff about the CSP.</p>	Public Education	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	04/1/2012-3/31/2013

Partnership Name: Oneida, Herkimer, Madison

<b>Goal 3: Screening &amp; Diagnostic Activities</b> Establish systems and procedures for the provision of breast, cervical, and colorectal cancer screening and diagnostic services to eligible populations, according to CSP guidelines.			
Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
Objective 1: Reassess partnerships comprehensive provider network to adequately meet the needs of the partnership for breast, cervical, and colorectal cancer screening, diagnostic services, and treatment referrals, including prostate cancer treatment referrals. Recruit new providers as necessary.	1) Continue to identify potential providers in all three counties. Meet with prospective providers to educate them about the CSP and the services for which we reimburse.	Program/Outreach Coordinator, Outreach staff, Data and Case Managers	4/1/2012-3/31/2013
	2) Provider information will be updated yearly by sending out provider update forms and verifying any changes when updating the credentialing workbook. Site code update forms will be used as needed.	Program/Outreach Coordinator, Outreach staff, Data and Case Managers	3/31/2013
	4) Two to three times a year, we will meet with each provider office to go over any changes and orient new staff to the program.	Program/Outreach Coordinator, Outreach staff, Data and Case Managers	4/1/2012-3/31/2013
5) We will look at the provider offices that are not making referrals and go visit them to talk specifically about how many referrals that they have made and whether or not they can make more referrals based on the number of self-pay patients they have. Each office will be offered a form letter that can be sent to the self-pay patients detailing the CSP and how we can help them.	Program/Outreach Coordinator, Outreach staff, Data and Case Managers	4/1/2012-3/31/2013	



	<p>6) We will look to recruit a urologist in each county in order to offer MC TP to any uninsured men diagnosed with prostate cancer, and to set up a system of referral for uninsured men 50+ to get a FIT kit.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>3/31/2013</p>
<p>Objective 2: Reassess and expand systems to communicate with providers regarding program standards, changes and activities.</p>	<p>1) Maintain newsletter to keep providers up to date with any changes in the program, and share information about activities we are planning or are involved in.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
	<p>2) Visit provider offices at least twice a year to update new staff and refresh everyone's memory about the CSP and how we work. Outreach workers will stop by offices regularly when in the field, to see how things are going and ask if there are any questions or concerns.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
	<p>3) Continue to hold Partnership meetings quarterly and discuss any changes, issues or needs during these meetings.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
	<p>4) Each office will be asked the best method to share information about the CSP, whether it be via phone, fax, mail, email or face-to-face. For each office, that method will be implemented as the best way to communicate.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
	<p>5) As it comes out, the NYS CSP Program Update is provided to all providers and partners.</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>

Objective 3: Establish and maintain annual written provider agreements (that include Appendix A-3 in its entirety) between the partnership and clinical service providers.

<p>1) Prepare the provider agreement, with all necessary appendices, and send out the provider's office 3 months prior to the date it is due to expire.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Administrative Assistant</p>	<p>4/1/2012-3/31/2013</p>
<p>2) Our provider agreements are done every three years, but will be reviewed by the Program Coordinator once a year to see if there are any changes that require amendments. If so, those amendments will be sent out immediately.</p>	<p>Program/Outreach Coordinator, Intake/enrollment Staff</p>	<p>4/1/2012-3/31/2013</p>
<p>3) For all new providers, the provider agreement will be sent as soon as they agree to come on board and they will be reminded that no services can be reimbursed for until the agreement is fully executed.</p>	<p>Program/Outreach Coordinator, Intake/enrollment Staff, Administrative Assistant</p>	<p>4/1/2012-3/31/2013</p>
<p>4) A spreadsheet of providers will be maintained to track the progress of the agreements/amendments.</p>	<p>Program/Outreach Coordinator, Intake/enrollment Staff</p>	<p>4/1/2012-3/31/2013</p>
<p>5) An up-to-date listing of all provider offices and the pertinent contact information will be kept, listing the office manager and billing manager.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff</p>	<p>4/1/2012-3/31/2013</p>
<p>1) When a new provider comes on board, the site code paperwork will be completed while the provider agreement is going through processing.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
<p>2) As requested, the Credentialing Workbook will be updated and completed to reflect any changes with the provider offices.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>

Objective 4: Complete required provider credentialing activities by deadlines and as necessary, to include submission of CSP credentialing workbook, new provider site code request forms, and site code change of information forms.

	<p>3) Provider update forms will be sent out yearly to request information about any changes that may have occurred with the staff and the contact information.</p> <p>4) Site code changes will be sent to the data unit within 5 days of knowledge of the change.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
			<p>4/1/2012-3/31/2013</p>
	<p>1) Intake is done in two ways: -New clients call the CSP office at the Oneida County Health Department or are screened for eligibility by a CSP staff member in the field, <u>or</u> -Returning clients are called or sent recall letters when they are due for their services reminding them to contact the CSP office to be re-screened for eligibility.</p> <p>2) In both cases, the CSP staff go through the SIF, asking clients each question in addition to questions regarding the possible eligibility of other household members. Clients are informed of all services for which they are eligible.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
<p>Objective 5: Ensure there is an established client intake process in place that provides a consistent message to determine CSP client eligibility for all appropriate breast, cervical and colorectal cancer screening and diagnostic services.</p>			

<p>3) During the initial contact, the eligibility guidelines for the CSP are thoroughly explained to the client and the client is verbally informed of the services for which he or she is eligible. The client is verbally informed that the CSP is not insured, and he or she is only eligible for the specific services discussed. The client is verbally informed that he or she will receive a consent form to complete, and that he or she is not to schedule his or her own appointments. There is a separate sheet attached to the CSP consent that we have added, on which the client can circle the day and time that would be best for appointments. The client then returns both consents to the office in a self-addressed, stamped envelope. The client is verbally informed that the CSP will schedule the appointments on their behalf, taking into account the days and times that are most convenient for the client, and then the CSP will inform the client of his or her appointment. Additionally, the client is verbally informed that if further services are recommended, the CSP must be contacted to determine if those services are in fact reimbursable by the CSP.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
<p>4) A letter is sent, with the consent form, to the client to remind him or her of the services for which he or she is eligible. In the letter, the client is reminded that the consent form must be returned in order for the CSP to schedule the appointments. On the consent form, the client is reminded that any services other than the ones that the CSP has indicated he or she is eligible for may be at the expense of the client.</p>	<p>Data and Case Managers, Intake/enrollment staff</p>	<p>4/1/2012-3/31/2013</p>
<p>5) When the consent form is returned to the CSP, a copy is made and it gets sent back to the client. The CSP will make the appointment(s) for the client based on the day and time that the client indicated would be best.</p>	<p>Data and Case Managers, Intake/enrollment staff</p>	<p>4/1/2012-3/31/2013</p>

<p>6) The case manager and intake/enrollment staff keep track of which consent forms have not been returned and after 2 weeks, will contact those individuals to ensure that the process is completed. If the form is not returned, the CSP will not be able to schedule the appointments, and the client will be reminded of this.</p>	<p>Case Manager, Intake/enrollment staff</p>	<p>4/1/2012-3/31/2013</p>
<p>Objective 6: Establish and implement systems to ensure an effective prior approval process for colonoscopy for clients who are at increased risk, high risk, or symptomatic for colorectal cancer that comply with CSP guidance effective March 1, 2010.</p>	<p>1) All CSP providers will be reminded on an ongoing basis of the policies and procedures regarding CSP requirements to obtain prior approval for screening or diagnostic colonoscopy.</p> <p>2) Clients who meet the CSP eligibility criteria as increased or high risk and who provide documentation of such risk will be eligible for a consult with a participating GI provider, and a screening colonoscopy.</p> <p>3) Clients who identify themselves on intake as increased or high risk but who are unable to obtain documentation from a prior medical visit will be referred for a primary care or breast and cervical cancer screening office visit to have CRC risk assessed and documented in a medical record.</p> <p>4) Individuals age 50-64 who meet the program eligibility criteria for symptomatic for colon cancer upon intake will be referred to a participating GI provider for a consultation to determine whether a diagnostic colonoscopy is necessary to rule out colon cancer and to obtain documentation of this need.</p> <p>5) In all cases, a copy of the documentation will be provided to the CSP and staff will then complete a CSP Colonoscopy Prior Approval Form. A copy of the prior approval request form will be kept in the client record along with the documentation provided and the client will be scheduled for a colonoscopy.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p> <p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p> <p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p> <p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p> <p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p>
<p>4/1/2012-3/31/2013</p>	<p>4/1/2012-3/31/2013</p>	<p>4/1/2012-3/31/2013</p>
<p>4/1/2012-3/31/2013</p>	<p>4/1/2012-3/31/2013</p>	<p>4/1/2012-3/31/2013</p>

<p>Objective 7: Establish and implement systems to ensure there is an established process in place for women under age 40 who are at high risk or present with symptoms of breast cancer to undergo evaluation by a NYS licensed health care provider that complies with CSP guidance effective April 1, 2009</p>	<p>6) Clients who do not meet the program eligibility criteria for increased, high risk or symptomatic for colorectal cancer will be given a FIT kit when symptoms, if any, have subsided.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>7) All relevant contact with clients and/or providers, relating to CRC services, are documented in client's chart.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>1) All CSP providers are aware of the new CSP screening guidelines that were effective 4/1/09, through letters, visits and inservices with staff.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>2) Providers are reminded periodically, through letters, visits and staff inservices, of the CSP guidelines, that they are to provide documentation and an attestation for uninsured women under the age of 40 who are at high risk or symptomatic for breast cancer.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>3) New providers and potential providers are made aware during an initial meeting about the CSP guidelines for breast cancer screenings, and informed that with documentation and an attestation signed by the provider, a woman who is uninsured, under 40, and at high risk or symptomatic for breast cancer may be eligible for the CSP.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>

<p>Objective 8: Ensure there is a system to obtain CSP required signed client consent forms prior to service provision.</p>	<p>1) A consent form is sent to a client every time a new SIF is completed, along with a self-addressed, stamped envelope for the client to return to our office. Documentation that this was mailed will be maintained in the client's chart.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>2) Clients are now advised that they are not to make appointments for themselves. They are made aware that they must return the consent form, indicating on the last page the days and times that are convenient for them to go for an appointment, and the Intake/enrollment staff member will make the appointment for the client. CSP will then call the client to notify of when the appointment is. A letter will go to the client if contact is not made by phone.</p>	<p>Intake/enrollment staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>3) If consent forms are not returned within 2 weeks from the date sent out, the client is called and asked to return the form.</p>	<p>Case and Data Mangers, Intake/enrollment Staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>4) In cases where the screening is done in person, the CSP staff member will have the client complete the consent form at the time of the screening, and indicate the days and times that would be convenient for an appointment. The CSP staff member will make that appointment, and then make the client aware of the appointment by phone. If contact is not made by phone, a letter will go to the client.</p>	<p>Case and Data Mangers, Intake/enrollment staff</p>	<p>4/1/2012-3/31/2013</p>
	<p>5) Patient confidentiality will be maintained in all cases, including information obtained via fax and email, discarded information and the general sharing of information.</p>	<p>Program/Outreach Coordinator, Case and Data Mangers, Intake/enrollment Staff</p>	<p>4/1/2012-3/31/2013</p>

	6) Documentation of contacts will be maintained in the client's chart.	Program/Outreach Coordinator, Case and Data Mangers, Intake/enrollment Staff	4/1/2012-3/31/2013
Objective 9: Reassess, maintain or revise a system or systems to obtain required CSP client information from each provider to complete and submit screening intake and follow-up forms in a timely manner as per PM #'s 14 & 15.	<p>1) All providers will be visited at least 2 times a year. During these visits, we will remind them of the need for their reports to be submitted to the CSP as soon as they are completed, but no later than 60 days from the date of service. Abnormal reports need to be reported within 72 hours of the completion of the diagnostic testing. Providers will be reminded that this is necessary for timely follow-up, and necessary for reimbursement to be made by the CSP. Of course if there is a need to contact the providers about specific issues through out the year, we do that and set up time to meet with the staff if need be, or just address the issue over the phone.</p> <p>2) The submission of reports are tracked by the Case Manager and the Data Manager in a Microsoft Access program set up by the Intake/enrollment staff member. They will contact the providers that do not have reports in on time as outlined in Activity 1.</p> <p>3) If problems with obtaining reports persist, Program/Outreach Coordinator will work with Office Manager of the particular site having a problem submitting reports on time and identify a method of reporting the information in the time frame necessary that works for the office staff.</p> <p>4) Case Manager and Data Manager will enter forms into INDUS as they get them and submit them once the appropriate reports have been received upon completion of services.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p> <p>Data Manager, Case Manager, Intake/enrollment staff</p> <p>Program/Outreach Coordinator, Data and Case Managers</p> <p>Data Manager, Case Manager</p>	<p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p>



<p>Objective 10: Reassess, maintain or revise a process for obtaining standing medical orders for fecal test kit distribution, development, and follow-up prior to service provision.</p>	<p>5) Monitor monthly performance measures for accuracy.</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>Objective 11: Reassess, maintain or revise a method for purchase and distribution of fecal test kits for CRC screening prior to service</p>	<p>6) Documentation of clontact with provider offices is maintained in client's chart.</p> <p>1) Dr. Susan Blatt will provide a standing medical order to distribute fecal immunochemical tests to CSP patients.</p> <p>2) If follow up is required for a client that uses a FIT kit, Dr. Blatt and the Director of Community Wellness will review the FIT kit results and discuss with CSP the next step for follow- up.</p> <p>3) CSP staff will keep Dr. Blatt, the Director of Community Wellness and the OCHD Clinc Director informed about the clients that need follow-up and how they are doing.</p>	<p>Program/Outreach Coordinator, Data Manager, Case Manager, Intake/enrollment staff</p> <p>Director of Community Wellness, Dr. Susan Blatt, OCHD Clinic Director</p> <p>Director of Community Wellness, Dr. Susan Blatt, OCHD Clinic Director</p> <p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p> <p>9/30/2012</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p>
<p>Objective 11: Reassess, maintain or revise a method for purchase and distribution of fecal test kits for CRC screening prior to service</p>	<p>1) Continue to contract with Quest Laboratories for the FIT Kit tests, for distribution and development of the kits.</p>	<p>Program/Outreach Coordinator, Case and Data Mangers, Clerical Staff</p>	<p>4/1/2012-3/31/2013</p>

provision.	2) As individuals are screened and found eligible for FIT kits, the Case Manager will distribute the FIT kits, explain how they are to be used and instruct them to send the kit to Quest Labs with the provided envelope.	Case Manager	4/1/2012-3/31/2013
	3) Quest Labs will develop the FIT kits and fax the results to our office within 5 days.	Quest Labs	4/1/2012-3/31/2013
	4) Case Manager will contact the patient by mail with the results and follow up with a phone call to arrange further care if necessary. All conversations with client will be documented in the client's chart.	Case Manager	4/1/2012-3/31/2013
Objective 12: Each month, between April 1, 2012 and March 31, 2013, >= 60% of eligible clients will be rescreened for breast and colorectal cancer. (PM #'s 3 & 5)	1) Each month, Intake/enrollment staff will pull the recall list off of INDUS and make phone calls to those on the list who are due for services.	Intake/enrollment staff	4/1/2012-3/31/2013
	2) If unreachable by phone, the client will be sent a recall letter one month prior to their rescreening date. Follow-up letters will be sent and/or phone calls will be made if there is no response from client.	Intake/enrollment staff	4/1/2012-3/31/2013
	3) If a client is no longer eligible for CSP services, the client will be discharged from the program and any appropriate referrals will be made. Client will be informed that if their situation changes in the future, they should call and be re-screened for CSP services.	Case Manager	4/1/2012-3/31/2013

	4) Any clients that are determined ineligible for CSP services, or that do not respond to recall letters will be dispositioned out of INDUS system.	Case Manager, Data Manager	4/1/2012-3/31/2013
	5) Monthly performance measures will be monitored for accuracy.	Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator	4/1/2012-3/31/2013
	1) If so indicated, the Case Manager will contact the provider to discuss positive results. All contacts with provider will be documented in the client's chart.	Case Manager	4/1/2012-3/31/2013
	2) The Case Manager will contact the client by phone to discuss results of abnormal testing, and will do so within 72 hours of receiving said reports. At this time, a barrier assessment will be done and referrals for follow up will be made. All contacts will be documented in client's chart.	Case Manager	4/1/2012-3/31/2013
	3) Case Manager will make every effort to make referrals for follow-up within 72 hours of receipt of report. All attempts will be documented in the client's chart.	Case Manager	4/1/2012-3/31/2013
	4) Case Manager will develop a plan of care with each patient requiring follow-up, and will document in the client's chart all goals that are agreed upon between the client and the Case Manager. If the client has barriers to care, the Case Manager will address these and document the plan for overcoming these barriers in the client's chart.	Case Manager	4/1/2012-3/31/2013
Objective 13: Reassess, maintain or revise procedures so that each month, between April 1, 2012 and March 31, 2013, >= 75% of abnormal cervical screens, 75% of abnormal breast screens, and 75% of abnormal fecal tests will be followed up and a final diagnosis determined within the appropriate timeframe of the original abnormal finding. (PM #'s 10, 11, & 12)			

<p>Objective 14: By May 1, 2012 reassess and expand resources for the partnership referral plan for clients who are no longer eligible for CSP services.</p>	<p>5) Should a diagnosis of cancer occur, the Case Manager (or another DQE if necessary) will complete an application for the Medicaid Cancer Treatment Program (MCTP) with the client to determine eligibility. Documentation will be done in client's chart.</p> <p>6) If the client is not eligible for the MCTP, the Case Manager will work with the client to find other services to assist the client with treatment options. All contacts will be documented in the client's chart.</p> <p>7) If client is found eligible for MCTP and enrolled in the program, the Case Manager will follow the client's treatment, contacting the client periodically. Recertification will be done yearly by DQE until client is no longer eligible. If found ineligible, Case Manager will make appropriate referrals and document in the client's chart.</p> <p>8) Case Manager will maintain a tracking system to follow client appointments, and document all contacts in client's chart.</p> <p>9) Monitor monthly performance measures for accuracy.</p> <p>1) The CSP resource directory will be maintained and updated on a yearly basis.</p>	<p>Case Manager, DQE's</p> <p>Case Manager</p> <p>Case Manager</p> <p>Case Manager</p> <p>Case Manager</p> <p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator, Intake/enrollment staff, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p>
--	---	--	---

<p>2) The Oneida County Health Department holds a Komen grant for patient services and other services such as head coverings, child care and transportation. This grant will be utilized to pay for breast screenings for 18 - 39 year old women not eligible for CSP services, and for services not covered under the CSP grant.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
<p>3) In Oneida, NY (Madison County) there is now a free clinic that is open one evening a week. For Madison County residents, whose needs can not be met by the CSP, we will refer to this clinic.</p>	<p>Program/Outreach Coordinator, Intake/enrollment staff, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
<p>4) When needed, clients are referred to the American Cancer Society to use their services for referral and advocacy when we can not help them through the CSP.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
<p>5) Charity care programs in the three counties we cover, such as the one through Tri County Medical and St. Elizabeth's Mother Bernadine will be utilized to help patients that cannot be helped through the CSP. Oneida Healthcare also has a program that can be used to help women for breast cancer screenings and follow up services.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff</p>	<p>4/1/2012-3/31/2013</p>
<p>6) If eligible, individuals will be referred to the Family Planning Benefit Program through Planned Parenthood.</p>	<p>Program/Outreach Coordinator, Intake/enrollment staff, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
<p>7) A Federally Qualified Health Center (FQHC) has opened in the Ufica area. They will be a primary place of referral for CSP, as well as for individuals that we cannot service through the CSP.</p>	<p>Program/Outreach Coordinator, Clerical staff, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>

Partnership Name: <u>Oneida, Herkimer, Madison</u>		Rev. 2.7.12
<p><b>Goal 4: Case Management</b>            Ensure that all men and women with abnormal screening results are assessed for their need for case management services and are provided with such services accordingly</p>		
Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible
Objective 1: Reassess, maintain or revise a method of communication with each provider whereby abnormal findings are received by the partnership within 3 business days of the results being obtained.	<p>1) <b>Abnormal results are obtained in one of two ways:</b>            -Results are faxed to the CSP office and then the Case Manager calls the provider to review the results, discuss recommendations, and make sure that the provider contacted the patient before calling the patient to offer CM services and proceed from there. <u>OR</u> - Case Manager keeps track of when procedures are done and contacts the provider after the procedure date to make sure that the patient went to the appointment, what the results and recommendations are, and make sure that the provider contacted the patient before calling the patient to offer CM services and proceed from there.</p>	Data and Case Managers
	<p>2) In cases where abnormal findings are not being shared with CSP within 3 business days of the results being obtained by the provider, the Program/Outreach Coordinator will work with the office manager to come up with a policy that the office can abide by, in order to get the abnormal results to us as required.</p>	Program/Outreach Coordinator
	<p>3) A copy of the policy will be kept with the provider's contract and reviewed yearly by the Program/Outreach Coordinator and office manager to make sure it still works for the office. Revisions will be made as needed.</p>	Program/Outreach Coordinator
		4/1/2012-3/31/2013

<p>Objective 2: Reassess, maintain or revise a case management process with each participating CSP provider to ensure all clients with abnormal findings on breast, cervical and/or colorectal cancer screening tests receive case management services.</p>	<p>1) Case Manager, Data Manager and Program Coordinator/Outreach Coordinator will meet with providers to make them aware of case management services available to clients being seen through the CSP. They will attend provider staff meetings as necessary to explain the importance of receiving abnormal findings within 72 hours so that case management services and follow up can be implemented in a timely manner.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2012-3/31/2013</p>
	<p>2) Case Manager will contact client to offer case management services in the event of abnormal findings and explain what case management entails. All contact will be documented in the client's chart. We have not had a client refuse Case Management services, but if they were to do so, the Case Manager would continue to offer CM services throughout the diagnostic process.</p>	<p>Case Manager</p>	<p>4/1/2012-3/31/2013</p>
	<p>3) With the client's assistance, the Case Manager will assess any potential barriers that may keep the client from attending medical appointments, and then work with the client to come up with a plan of care in order to reduce those barriers and make access to appointments possible. All contact with the client will be documented in the client's chart.</p>	<p>Case Manager</p>	<p>4/1/2012-3/31/2013</p>

<p>4) The CSP Resource Guide will be utilized to find services that will reduce barriers to treatment. Consent for case management services, as well as release of medical information, will be obtained from the client. All contacts with client and providers will be documented in the client's chart, as well as the plan of care for the client. This plan will be reviewed periodically between the client and the Case Manager, and updated as needed.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Intake/enrollment staff, Outreach staff</p>	<p>4/1/2012-3/31/2013</p>
<p>5) When a client decides that case management is not necessary, client will be informed by the Case Manager that the service is always available, and client will be provided with the CSP phone number to call if services are needed again in the future.</p>	<p>Case Manager</p>	<p>4/1/2012-3/31/2013</p>
<p>6) The client will be provided with a satisfaction survey upon completion of services to evaluate the effectiveness of the services provided by CSP and providers. When we receive the completed survey, the information will be reviewed and any problems are noted will be addressed. Non Case Management clients receive a different survey than Case Management clients, but issues noted are always addressed.</p>	<p>Case Manager</p>	<p>4/1/2012-3/31/2013</p>
<p>7) If a client is diagnosed with cancer, case management services will be offered, and the Case Manager (or other DQE) will contact the client to start the application process for the MCTP. The Case Manager will keep periodic contact with the client during treatment to discuss any issues or concerns that may arise. The Case Manager (or other DQE) will recertify the client each year for the MCTP, as long as needed and eligible.</p>	<p>Case Manager, DQE's</p>	<p>4/1/2012-3/31/2013</p>





<p>5) If client is denied MCTP, client will be referred to other resources in the area for assistance. The Case Manager will keep contact with the patient to determine if other sources are needed.</p>	<p>Case Manager, Data Manager, Outreach Staff</p>		<p>4/1/2012-3/31/2013</p>
<p>6) Monthly performance measures will be reviewed for accuracy.</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>		<p>4/1/2012-3/31/2013</p>

Partnership Name: Oneida, Herkimer, Madison

<b>Goal 5: Program Management</b> Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance.			
Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
Objective 1: By 5/1/12, Reassess, maintain or revise or maintain systems to monitor the number of clinical services the partnership can provide within the available budget.	1) A Microsoft Access program has been developed to help track the screening and diagnostic services being reimbursed through the grant patient services fund.	Case Manager, Data Manager, Intake/enrollment staff, Program/Outreach Coordinator	4/1/2012-3/31/2013
	2) This program is updated anytime an SIF is done and whenever reports are received. Every Friday, we will do a count of how many people were screened that week, and how much money that represents. This will be cross referenced with the Monthly Budget Assessment to ensure that we do not exceed what is allowed per the Monthly Budget Assessment.	Case Manager, Data Manager, Intake/enrollment staff, Program/Outreach Coordinator	4/1/2012-3/31/2013
	3) The Monthly Budget Assessment will be completed monthly and submitted to Regional Manager by the 15th of the month.	Data Manager, Program/Outreach Coordinator	4/1/2012-3/31/2013
	4) We are working with our mammography providers in particular, to set up monthly screening days for CSP patients in order to help us keep a better handle on how much money is being spent.	Case Manager, Data Manager, Program/Outreach Coordinator	4/1/2012-3/31/2013

	<p>5) Patient services funds will be closely monitored to ensure funds don't run out before March 31, 2013. If it is estimated by the budget tool that funds are getting too low and will run out, a monthly allotment will be determined based on the budget tool's estimate. Patients will be prioritized.</p>	<p>Data manager, Case Manager, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>Objective 2: &gt;= 85% of Screening Intake Forms and Follow-up Forms are submitted on time each month between April 1, 2012 and March 31, 2013. (PM#s 14 &amp; 15)</p>	<p>1) Screening Intake Forms and Follow-up Forms are entered into INDUS as services are completed. Review of charts will be done on a monthly basis to determine status of screenings. Case Manager will contact provider to determine whether or not the client kept the appointment or if it was re-scheduled and we were not notified.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
	<p>2) If Case Manager contacts provider and it is determined that screening was completed and the reports were never sent, case manager will request those reports and remind provider of the reasons for timely submission of reports (timely follow-up and timely reimbursement).</p>	<p>Case Manager, Data Manager</p>	<p>4/1/2012-3/31/2013</p>
	<p>3) If Forms are submitted late, reason will be determined and addressed by the Program Coordinator, if needed.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
	<p>3) Monthly Performance measures will be reviewed.</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>

Objective 3: Semi-annual reports are submitted accurately and on time (by CSP deadline), using standard report format provided by the CSP. (PM #16)	1) Program/Outreach Coordinator will complete semi-annual reports with the help of program staff.	Program/Outreach Coordinator, Case Manager, Data Manager, Outreach Staff	4/1/2012-3/31/2013
	2) Reports will be submitted on standard format by the due date to the Regional Manager.	Program/Outreach Coordinator	4/1/2012-3/31/2013
	3) Monthly performance measures will be reviewed for accuracy	Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator	4/1/2012-3/31/2013
Objective 4: Work plan and budget are submitted accurately and on time (by CSP deadline), using standard format provided by the CSP. (PM #17)	1) The Program/Outreach Coordinator will complete the workplan and budget with help from the program staff, Fiscal Manager and the Director of Community Wellness.	Program/Outreach Coordinator, Case Manager, Data Manager, Outreach Staff, Director of Community Wellness, Fiscal Services Administrator	4/1/2012-3/31/2013
	2) Both reports will be submitted on standard format provided by the due date to the Regional Manager.	Program/Outreach Coordinator	4/1/2012-3/31/2013

<p>Objective 5: &gt;=75% of monthly vouchers are submitted accurately and on time (by end of each month) between April 1, 2012 and March 31, 2013. (PM #18)</p>	<p>3) Monthly performance measures will be reviewed for accuracy</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
	<p>1) Monthly infrastructure and patient services expenses will be collected and entered onto voucher summary worksheet.</p> <p>2) Monthly report of expenditures will be produced and State voucher will be prepared, reflecting the amount to be reimbursed.</p> <p>3) OCHD Fiscal Manager signs State voucher.</p> <p>4) Voucher and Report of expenditures will be forwarded to the Cancer Services Program's Regional Manager.</p> <p>5) Monthly performance measures will be revised for accuracy.</p>	<p>Data Manager, Program/Outreach Coordinator</p> <p>Data Manager, Fiscal Services Administrator</p> <p>Fiscal Services Administrator</p> <p>Data Manager, Fiscal Services Administrator</p> <p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p>

Objective 6: >= 95% of grant funds are expended by March 31, 2013. (PM #16a and 16b)

<p>1) Eligible clients will continue to be screened for reimbursable services.</p>	<p>Case Manager, Data Manager, Outreach Staff, Clerical Staff, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>2) A Microsoft Access program has been developed to help track the screening and diagnostic services being reimbursed through the grant patient services fund. This program is updated anytime an SIF is done and whenever reports are received. Every Friday, we will do a count of how many people were screened that week, and how much money that represents. This will be cross referenced with the Monthly Budget Assessment to ensure that we do not exceed what is allowed per the Monthly Budget Assessment.</p>	<p>Case Manager, Data Manager, Intake/enrollment staff, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>3) Monthly Budget Assessment will be completed monthly and submitted to the Regional Manager by the 15th of the month.</p>	<p>Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>4) Partnership will be promoted within the community through advertisement, education and screening events to recruit eligible clients.</p>	<p>Program/Outreach Coordinator, Outreach staff, Case Manager, Data Manager, Partnership members</p>	<p>4/1/2012-3/31/2013</p>
<p>5) Infrastructure money will be monitored quarterly to ensure that expenditures mirror workplan activities, and revise infrastructure budget as needed.</p>	<p>Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>

<p>Objective 7: CSP of OHIM is fully and appropriately staffed between April 1, 2012 and March 31, 2013, as indicated in the approved budget and justification for this program year.</p>	<p>6) Monthly performance measures will be reviewed for accuracy.</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>Objective 8: Between April 1, 2012</p>	<p>1) As needed, qualified candidates will be interviewed for positions as identified in Operations Manual.</p> <p>2) Ensure Partnership Staff attend CSP training, regional meetings, and state wide contractor meetings.</p> <p>3) Partnership staff will be qualified to carry out specified duties as outlined per CSP operations manual.</p> <p>4) Update contact information for all staff as requested by the Cancer Services Program.</p>	<p>Program/Outreach Coordinator, Director of Community Wellness</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p> <p>4/1/2012-3/31/2013</p>



and March 31, 2013 conduct at least 6 educational visits to inform community members and decision makers about the impact of cancer, how the local CSP partnership program addresses the problem, and the unmet need in the community.

<p>1) At least once a year, visits will be made to all NYS Assemblymen and Senators that represent our 3 counties to educate them on the need for the CSP, and show them how the program helps the constituents they serve.</p>	<p>Program/Outreach Coordinator, Outreach Staff, ACS Director, Case and Data Managers</p>	<p>3/31/2013</p>
<p>2) We will work with Town Supervisors and Mayors to educate them on the CSP and find ways to bring our services to their towns and villages. We will offer them opportunities to set up screening events in their towns, and in some cases, utilize the Bassett Mobile Mammography Coach.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p>	<p>4/1/2012-3/31/2013</p>
<p>3) We will continue to work with the local Chambers of Commerce, to educate them about CSP and see how they can help within their communities in getting the word out about the CSP.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p>	<p>4/1/2012-3/31/2013</p>
<p>4) Visits will be made to at least two social service agencies in each county, such as Catholic Charities, to inform the staff about the Cancer Services Program, the service we provide to the community and the unmet need in their community.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p>	<p>3/31/2013</p>
<p>1) As events are planned, promotion of those events will be scheduled on WUTQ, a local radio station that has a morning talk show aimed at the 50+, as well as spots on WKTV's five o'clock news broadcast.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p>	<p>4/1/2012-3/31/2013</p>

Objective 9: Plan and implement 6 media/promotional activities (letters to the editor, newspaper articles, etc) publicizing CSP partnership screening events, client testimonials and other CSP activities to increase

public support of the CSP.

<p>2) Letters to the editor will be done periodically by community members on program participants, highlighting the need for the Cancer Services Program.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers, Partnership members, clients</p>	<p>4/1/2012-3/31/2013</p>
<p>3) Contact local newspapers to see if they would be willing to do articles about CSP to promote the Cancer Services Program as well as events.</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2012-3/31/2013</p>
<p>4) Clients are asked during the course of their involvement with CSP if they would give testimonials regarding the service they were provided through CSP to be used for promotion of the program. Some of these clients will also be asked if they would be willing to attend meetings with decision makers to illustrate the importance of the CSP. If willing, client testimonials will be used in advertisement, brochures, and other promotion of CSP.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p>	<p>4/1/2012-3/31/2013</p>

# ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES  
DIRECTOR OF HEALTH

## EARLY INTERVENTION PROGRAM

Phone: (315) 798-5249 Fax: (315) 731-3491

March 8, 2012

Anthony J. Picente Jr.  
County Executive  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

FN 20

12-189

HEALTH & HUMAN SERVICES



### WAYS & MEANS

Dear Mr. Picente:

Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York.

Enclosed please find (4) four copies of an Agreement between the New York State Department of Health and the Oneida County Health Department, Early Intervention Program for administering the Early Intervention Program for the period October 1, 2011 through September 30, 2012 in the amount of \$146,933.00.

The Health Department will receive administrative funds to offset costs incurred in the implementation of the Early Intervention Program. The Grant is 100% state-funded.

Please contact me if you have any questions or require additional information.

NOTE: NYS Department of Health requires TWO original signed and notarized signature pages be returned to them along with all appendices.

Sincerely,

Gayle D. Jones, PhD, MPH, CHES  
Director of Health

GDJ/tp  
Enclosures

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive  
Date 4/4/12

**CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT**

**DIVISION:** Early Intervention A4059

**NAME AND ADDRESS OF VENDOR:** NYS Department of Health  
Division of Family Health, Fiscal Unit  
Albany, NY 12237

**VENDOR CONTACT PERSON:** Kristin Kuentzel, Health Program Administrator

**DESCRIPTION OF CONTRACT:** Local governments have the responsibility for administering the Early Intervention Program subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Charter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the Early Intervention Program.

**CLIENT POPULATION SERVED:** The Early Intervention Program is a NYSDOH program that provides many different types of services to infants and toddlers ages 0 through 2 years of age with disabilities.

The services available to all eligible Early Intervention children are: audiology, speech pathology, physical therapy, occupational therapy, and vision service. Services are provided by qualified professionals through: Home and community-based visits, facility or center-based visits, parent-child groups, family support groups, or group developmental intervention.

**PREVIOUS CONTRACT: one (1) YEAR:** October 1, 2010 through September 30, 2011

**GRANT AMOUNT:** \$152,315

**THIS CONTRACT: one (1) YEAR:** October 1, 2011 through September 30, 2012

**GRANT AMOUNT:** \$146,933

\_\_\_\_\_ **NEW**      \_\_\_\_\_ **X** **RENEWAL**      \_\_\_\_\_ **AMENDMENT**

Contract to Exceed \$50,000.00? Yes \_\_\_\_\_ **X** \_\_\_\_\_ No \_\_\_\_\_

**SIGNATURE:** Patricia Meyer, Early Intervention Program Supervisor      **DATE:** March 8, 2012

# GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):  
New York State Department of Health  
Bureau of Early Intervention  
ESP Corning Tower, Room 287  
Albany, NY 12237

NYS COMPTROLLER'S NUMBER: C-027494

CONTRACTOR (Name and Address):  
Oneida County Health Department  
Adirondack Bank Building, 5<sup>th</sup> Floor  
185 Genesee St.  
Utica, New York 13501

ORIGINATING AGENCY CODE: 12000

TYPE OF PROGRAM(S)

Early Intervention Administration

FEDERAL TAX IDENTIFICATION NUMBER:  
300100000

INITIAL CONTRACT PERIOD

FROM: October 1, 2011

MUNICIPALITY NO. (if applicable):  
300100000

TO: September 30, 2012

CHARITIES REGISTRATION NUMBER:  
\_\_\_\_ - \_\_\_\_ - \_\_\_\_ or (X) EXEMPT:  
(If EXEMPT, indicate basis for exemption):

FUNDING AMOUNT FOR INITIAL PERIOD:  
\$146,933.00

Municipality

MULTI-YEAR TERM (if applicable):

FROM: October 1, 2011

CONTRACTOR HAS( ) HAS NOT( ) TIMELY  
FILED WITH THE ATTORNEY GENERAL'S  
CHARITIES BUREAU ALL REQUIRED PERIODIC  
OR ANNUAL WRITTEN REPORTS.

TO: September 30, 2016

CONTRACTOR IS( ) IS NOT(X) A  
SECTARIAN ENTITY  
CONTRACTOR IS( ) IS NOT(X) A  
NOT-FOR-PROFIT ORGANIZATION

## APPENDICES ATTACHED AND PART OF THIS AGREEMENT

<u> X </u>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<u> X </u>	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
<u> X </u>	APPENDIX B	Budget
<u> X </u>	APPENDIX C	Payment and Reporting Schedule
<u> X </u>	APPENDIX D	Program Workplan
<u> X </u>	APPENDIX G	Notices
<u> X </u>	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

## OTHER APPENDICES

_____	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____





# STATE OF NEW YORK

## AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

### WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

#### I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal



guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

### III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

### IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

December, 2011

**TABLE OF CONTENTS**

	Page
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	4
8. International Boycott Prohibition	4
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355, or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are

required to be covered by the provisions of the Workers' Compensation Law.

**5. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

**6. WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**10. RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually

agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to

be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict

with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the



subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.**

In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St -- 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St -- 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has

retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.**

If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. **PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. **CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
  - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
    - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
    - ii. For a nonprofit organization other than
      - ◆ an institution of higher education,
      - ◆ a hospital, or
      - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
    - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
    - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
  - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
  - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
  - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
  - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
  - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.

4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.

5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.

a. LOBBYING CERTIFICATION

- 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.

2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.

a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:

- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including

subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
  - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
  - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

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

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the

prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- d) The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *proposal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
  - e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
  - f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
  - g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
  - h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  - i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- 2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions
- a) The prospective lower tier participant certifies, by submission of this



proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
  7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
  8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
  9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
  10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
  11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
    - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
    - ◆ Appendix C - Section II, Progress and Final Reports;
    - ◆ Appendix D - Program Workplan will require OSC approval.
  - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

Contractor: Oneida County Health Department  
 Contract No: C-027494

**APPENDIX B**  
**TABLE A**  
**EARLY INTERVENTION ADMINISTRATION**  
**OPERATING BUDGET AND FUNDING REQUEST**  
**SUMMARY SHEET**

October 1, 2011 - September 30, 2012

	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
<b>Personal Services</b>				
Salaries	\$260,487	\$96,800	\$163,687	Inkind / DSS Admin. \$79,933 / \$83,754
Fringe Benefits	\$122,117	\$45,380	\$76,737	\$37,473 / \$39,263
Sub-Total Personal Services	\$382,604	\$142,180	\$240,424	\$117,406 / \$123,017
<b>Non personal Services</b>				
	\$54,538	\$4,753	\$49,785	\$29,524 / \$20,261
Sub-Total Nonpersonal Services	\$54,538	\$4,753	\$49,785	\$29,524 / \$20,261
<b>GRAND TOTAL:</b>	\$437,142	\$146,933	\$290,209	\$146,930 / \$143,278

Note: Federal funds are being used to support this contract. The Catalog of Federal Domestic Assistance (CFDA) number for these funds is 84.181.

Contractor: Oneida County Health Department

Contract #: C - 027494

APPENDIX B  
TABLE A-1

EARLY INTERVENTION ADMINISTRATION  
OPERATING BUDGET AND FUNDING REQUEST  
OCTOBER 1, 2011 - SEPTEMBER 30, 2012

PERSONAL SERVICES	(2)	(3)	(4)	(5)	(6)	(7)	(8)
List the title of ALL personnel working on this grant, even if no funding is being requested from NYS:	Annual Salary	# of Months Funded	% FTE Annual (please show in decimal form (e.g. .25)	Total Expenses	Amount Requested From NYS	Funds From Other Sources	Specify Other Sources of Funds
Director of Health	\$78,296	12	0.04	\$3,132	\$0	\$3,132	Inkind/DSS Admin. \$3,132/\$0
Early Intervention Supervisor	\$64,205	12	1.00	\$64,205	\$0	\$64,205	\$28,892/\$35,313
Fiscal Services Administrator	\$82,739	12	0.10	\$8,274	\$0	\$8,274	\$8,274/\$0
Program Manager	\$42,159	12	1.00	\$42,159	\$0	\$42,159	\$18,972/\$23,187
Public Health Nurse	\$55,670	12	0.80	\$44,536	\$44,536	\$0	
Principal Account Clerk	\$40,808	12	1.00	\$40,808	\$12,241	\$28,567	\$12,855/\$15,711
Data Processing Clerk	\$40,023	12	1.00	\$40,023	\$40,023	\$0	
Office Specialist I	\$19,075	3	1.00	\$4,769	\$0	\$4,769	\$2,146/\$2,623
Office Specialist II	\$18,873	8	1.00	\$12,582	\$0	\$12,582	\$5,662/\$6,920
<b>Subtotal Salaries</b>				\$260,487	\$96,800	\$163,687	\$79,933/\$83,754
<b>Fringe Benefit Rate @46.88%</b>				\$122,117	\$45,380	\$76,737	\$37,473/\$39,263
<b>Total Personal Services</b>			6.94	\$382,604	\$142,180	\$240,424	\$117,406/\$123,017

APPENDIX B  
 TABLE A-2  
 EARLY INTERVENTION ADMINISTRATION  
 OPERATING BUDGET AND FUNDING REQUEST  
 OCTOBER 1, 2011 - SEPTEMBER 30, 2012

NONPERSONAL SERVICES List ALL expenses related to this grant, even if no funding is requested from NYS:	[(2) - (3)]			(5) Specify Other Sources of Funds
	(2) Total Expenses	(3) Amount Requested From NYS	(4) Other Sources of Funds	
Clerical Contract	\$11,294	\$4,518	\$6,776	Inkind/DSS Admin. \$3,049 / \$3,727
Interpreting Services	\$5,000	\$0	\$5,000	\$2,250 / \$2,750
Office Supplies	\$3,000	\$0	\$3,000	\$1,350 / \$1,650
Rent/Lease Copier	\$2,220	\$0	\$2,220	\$999 / \$1,221
Telephone	\$4,713	\$0	\$4,713	\$2,121 / \$2,592
Cellular Telephone	\$2,494	\$0	\$2,494	\$1,122 / \$1,372
Meter Postage	\$3,657	\$0	\$3,657	\$1,646 / \$2,011
Travel - Meetings & Seminars	\$1,500	\$0	\$1,500	\$675 / \$825
Travel & Subsistence	\$15,000	\$235	\$14,765	\$13,765 / \$1,000
Computer Software & Licenses	\$5,280	\$0	\$5,280	\$2,376 / \$2,904
Other:				
Printing	\$80	\$0	\$80	\$36 / \$44
LEIC Expense	\$300	\$0	\$300	\$135 / \$165
<b>Total Nonpersonal Services</b>	\$54,538	\$4,753	\$49,785	\$29,524 / \$20,261
<b>Total Personal Services</b>	\$382,604	\$142,180	\$240,424	\$117,406 / \$123,017
<b>GRAND TOTAL (total expenses from Tables A-1 and A-2)</b>	\$437,142	\$146,933	\$290,209	\$146,930 / \$143,278

**APPENDIX C**  
**EARLY INTERVENTION ADMINISTRATION**

**PAYMENT AND REPORTING SCHEDULE**

**October 1, 2011 - September 30, 2012**

I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed **25** percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- the end of the first quarterly period of this AGREEMENT; or
- if this contract is wholly or partially supported by Federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be

appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-4032. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

- E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 45 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.
- F. The CONTRACTOR may submit to the STATE budget line interchanges on such forms and in such detail as the STATE shall require. Any proposed modifications

to the budget must be submitted for approval to the STATE'S designated payment office located in the NYS Department of Health, Bureau of Early Intervention, Attn: Administrative Services Unit, Corning Tower Room 287, Albany, NY 12237-0660. All budget modifications submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days prior to the end of the contract period.

G. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the NYS Department of Health, Bureau of Early Intervention, Attn: Administrative Services Unit, Corning Tower, Room 287, Albany, NY 12237-0660. All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

H. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

## II. Reports

### EARLY INTERVENTION ADMINISTRATION

Report Type:

#### A. Expenditure Report

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for each



period. A copy of this report will be submitted within the specified timeframes to the county's regional office staff representative.

#### B. Annual Report

The contractor will submit a report, not later than **45** days after the end of each contract year, in conjunction with the Local Early Intervention Coordinating Council (LEICC), using a prescribed report format, on the status of the program within the municipality, including gaps in services and methods to address these gaps (refer to EI regulations, Section 69-4.14(a)(1)). This report will cover the period October 1 – September 30 and will address all components of the local early intervention system. This report must be submitted to the STATE'S designated payment office located in the **NYS Department of Health, Bureau of Early Intervention, Attn: Administrative Services Unit, Corning Tower- Room 287, Albany, NY 12237-0660.** A copy of this report will be submitted within the specified timeframe to the county's regional office staff representative.

#### C. Annual Equipment Inventory

The Contractor will submit, not later than **45** days after the end of each contract year, a perpetual annual equipment inventory report, in a format to be provided by the State, listing equipment purchased with Early Intervention Administration funds since the start of the contract term (October 1, 2011).

#### D. Data Reports

- Submission of Data

The Contractor will submit data to the State in a format to be provided by State DOH. Prior to submission, data entry into the Early Intervention data system is to be complete (through entry of service records) and accurate for all children who are served (with an initial IFSP) in the Early Intervention Program in accordance with the following schedule:

<u>Data Complete through</u>	<u>Date Due</u>
October 1	November 1
December 31	February 1
March 31	May 1
June 30	August 1
August 31	October 1

#### E. Ad Hoc Reports

- On occasion, other reports may be required to determine contract compliance and quality of service being rendered (e.g. sample case studies, corrective action plans, quality improvement surveys). A copy of these reports will be submitted within the specified timeframe(s) to the county's regional office staff representative.

- Submission of data and completion of surveys to respond to statutorily required reports shall be required as necessary. A copy of any completed surveys will be submitted within the specified timeframe(s) to the county's regional office staff representative.

#### F. Local Reports

- As required by the U.S. Department of Education, during the contract period the Department will analyze Contractor's own data using methodologies defined by the U.S. Department of Education to determine Contractor's performance for eight federally-defined indicators. The Department will provide the results back to the Contractor and the Contractor will submit a report in response to each indicator. The content and format of the report will be determined by the Department. The eight federally-defined indicators are:
  1. Percent of infants and toddlers with Individual Family Service Plans (IFSPs) who receive EI services on their IFSPs in a timely manner;
  2. Percent of infants and toddlers with IFSPs who receive EI services primarily in the home or in programs for typically developing children;
  3. Percent of infants and toddlers with IFSPs who demonstrate improved positive social-emotional skills, acquisition and use of knowledge and skills, and use of appropriate behaviors to meet their needs;
  4. Percent of families participating in Part C who report that early intervention services have helped the family know their rights, effectively communicate their children's needs, help their children develop and learn;
  5. Percent of infants and toddlers birth to one year with IFSPs;
  6. Percent of infants and toddlers birth to three years with IFSPs;
  7. Percent of eligible infants and toddlers with IFSPs for whom an evaluation and assessment and an initial IFSP meeting were conducted within 45 days;
  8. Percent of all children exiting Part C who received timely transition planning to support the child's transition to preschool and other appropriate community services by their third birthday, including: IFSPs with transition steps and services, notification to Local Education Agency (LEA) if child potentially eligible for Part B, and transition conference, if child potentially eligible for Part B.
- On occasion, the Department may provide the results of other State analyses of local data back to the Contractor. Upon the request of the Department, the Contractor will submit a report in response to all or some of the data analyses, in a format to be determined by the Department.

## APPENDIX D

### EARLY INTERVENTION ADMINISTRATION WORK PLAN

**October 1, 2011 - September 30, 2012**

The mission of the statewide Early Intervention Program (EIP) is to identify and evaluate as early as possible those infants and toddlers whose healthy development is compromised and provide appropriate intervention to improve child and family development.

Local governments have responsibility for administering the EIP, subject to regulations of the Commissioner of Health, Subpart 69-4 of subchapter H of Chapter II of Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York. Administrative funds are provided to all municipalities to offset costs incurred in the implementation of the EIP, exclusive of due process costs. This funding is contingent upon a municipality's compliance with the following work plan developed by the Department:

#### **Work Plan Responsibilities of Municipalities for 2011-2012:**

##### **Public Awareness and Child Find**

Municipalities will ensure that primary referral sources are aware of their responsibilities; that required provisions related to initial service coordination are implemented; and that procedures to complete evaluations, determine eligibility, and report eligibility determinations are implemented according to all regulatory requirements.

To accomplish this, municipalities will:

- Establish a single point of entry for referral of children who are at risk for developmental delays or potentially eligible children to the EIP and have a process in place for immediate referral of children suspected of having a developmental delay to the Early Intervention Official/Designee (EIO/D) if public health officers are designated to receive referrals.
- Disseminate public awareness materials and materials related to the EIP and Child Health Plus (including standardized referral forms to be used by primary referral sources, e.g., hospitals, pediatricians, day care providers, etc.) and promote local awareness of the EIP.
- Educate health care providers and primary referral sources about the importance of developmental screening, the availability of the EIP, and the requirement to refer children under the age of three years suspected of or at-risk for developmental disability to the EIO in the municipality that the child resides.
- Establish a working relationship with child protection agencies regarding the Child Abuse Prevention and Treatment Act (CAPTA) and address referral and screening requirements for children under the age of three years who are subjects of substantiated cases of abuse

and neglect.

- Make other reasonable efforts to identify and locate children within the municipality who are potentially eligible for the EIP.
- Promote a local process to engage children in the primary health care system, including:
  - coordinating efforts to locate and recover at-risk children who have been disengaged from the primary health care system and reengage those children in primary care where they will receive periodic developmental surveillance and screening;
  - establishing linkages to other county health/community programs that currently have the responsibility to track at-risk children, and ensure that these children are followed and receive periodic developmental surveillance through those programs; and,
  - conducting follow-up activities with infants who have been referred by a hospital or have failed the initial newborn hearing screening and have not had a second screening.
- Ensure that any direct developmental screening conducted by the municipality is only conducted as a last resort, is not duplicative, and is provided only to children who have been identified as outside the primary health care system who cannot be reengaged in that system successfully. Because children suspected of having a developmental delay or disability are entitled to a multidisciplinary evaluation, municipalities cannot “prescreen” or “rescreen” them (e.g., complete a developmental screening such as the ASQ or other type of screening) to determine whether an evaluation should be completed or what type should be administered.
- Ensure that parents are fully informed of and understand their rights and entitlements under the EIP, including providing *The Early Intervention Program: A Parent’s Guide* to parents by mail or other suitable means within seven business days, and communicating in the family’s dominant language unless it is clearly not feasible to do so.
- Ensure that the municipality appropriately designates in writing an initial service coordinator (SC) (either direct staff or through contracted, State-approved service providers) for each referred child, and that the initial SC performs required activities, including:
  - arranging a contact with the parent within five business days of receipt of referral from the EIO/D in a time, place and manner reasonably convenient for the parent;
  - assisting the parent in identifying and applying for Medicaid or other public benefit programs (such as Child Health Plus or SSI) for which the family may be eligible;
  - informing parents of potentially eligible children of their rights under the EIP;
  - collecting information necessary to establish third-party coverage for eligible children, including Medicaid, Child Health Plus, and commercial insurance; and
  - assisting parents in gaining access to a multidisciplinary evaluation for their child for the purpose of determining eligibility according to regulatory requirements, including providing parents with all options for evaluation using the list provided by the municipality and objectively reviewing the list with parents to allow them to make an informed choice regarding the evaluator’s specialties, availability, and location.
- Ensure that the parent and municipality receive the evaluation report in a timely manner prior

to the initial Individualized Family Service Plan (IFSP) so the IFSP meeting can be held within 45 days of the child's referral.

- Ensure that only eligible children receive IFSP services.

### **Family-Centered Services**

Municipalities will ensure that the development and implementation of the IFSP meets all regulatory requirements and is timely; there is oversight of services; and parents are involved in the planning and evaluation of service delivery.

To accomplish this, municipalities will:

- Ensure that the EIO/D provides for adequate time before the meeting date so that the family and other participants will be able to attend.
- Ensure that the EIO/D sends timely written notice (two or more days before the meeting) of all IFSP meetings to required participants.
- Ensure that the EIO/D and all other required members participate in IFSP meetings, including six-month reviews. IFSP reviews can be conducted by an in-person meeting or other means agreed to by the parent that may include a telephone or video conference call or record review and written correspondence.
- Ensure that initial IFSPs are completed in a timely manner so that IFSPs are in compliance with the 45-day timeline from date of referral and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that the development of IFSPs meet all regulatory requirements for every eligible child, including that IFSPs are held within the required time frames and that it is documented in the child's record and in the EI data system (KIDS/NYEIS) if the timeline is not met.
- Ensure that services agreed upon between the parent and EIO/D are clearly stated, in writing, in IFSPs authorized by the municipality.
- Ensure that due process rights of mediation, impartial hearing, and system complaints are provided to the parent whenever there is a dispute regarding services.  
The municipality is responsible for:
  - notifying the community dispute resolution center of the parent /guardian request;
  - being an active participant in the resolution of a dispute, including being available for attendance during mediations and impartial hearings; and,
  - cooperating with the system complaint process including the development of an acceptable corrective action plan which ensures continued compliance with statute and regulation.
- Ensure that parents may accept or decline any early intervention service without jeopardizing

other early intervention services.

- Secure written parental permission for the confidential exchange of information among parents, evaluators, service providers, service coordinators, and/or other individuals according to federal and state law and regulation.
- Ensure that families are included in all aspects of the early intervention process and have the services needed to maximize their involvement.

### **Service Delivery and Natural Environments**

Municipalities will ensure that services are individualized and delivered in accordance with the IFSP; all services are delivered in environments appropriate to the unique needs of the child; and services are delivered in a timely fashion.

To accomplish this, municipalities will:

- Ensure that all models of early intervention service delivery (home/community-based individual/collateral visits, office/facility-based individual/collateral visits, parent-child groups, group developmental interventions, family/caregiver support groups) are continuously available.
- Ensure that ongoing service coordination services are provided (either directly or through contract with State-approved service providers) and that ongoing service coordinators appropriately monitor services and implement IFSPs so that services specified in IFSPs begin within 30 days of the effective date of the IFSP period and are provided continuously for the entire period that the IFSP is in effect.
- Ensure that all services use an individualized approach for both children and their families, including consideration and respect for cultural, ethnic, and other individual and family characteristics and lifestyles.
- Ensure that services are provided in home and community based settings to the maximum extent appropriate for the needs of the eligible child and, if services are not provided in natural environments, an explanation is provided in the IFSP. Natural environments include settings that are natural or normal for the child's age peers who do not have disabilities, including the home, a relative's home when child care is provided by the relative, a child care setting, or other community settings in which children without disabilities participate.
- Ensure that procedures are in place to change a service provider, including amending the IFSP, and to provide appropriate notification to the parent and other providers delivering IFSP services.
- Ensure that procedures are in place to ensure that respite services are available and that an

established criterion is utilized to authorize respite when needed by the family.

## Transition

Municipalities will ensure that a transition plan is developed for all children, with the family, and included in the child's record/IFSP; that transition steps occur within the required timelines; that gaps in services do not occur for children who are potentially eligible for services under section 4410 of the Education Law; and that referrals to other appropriate early childhood programs are made.

To accomplish this, municipalities will:

- For every child exiting the EIP:
  - Ensure that a timely transition plan is developed according to regulatory requirements.
  - Ensure that, with parent consent, the transition plan is incorporated into the IFSP.
  - Ensure that, when requested by the parent, only children determined to be eligible for services under Section 4410 of the Education Law prior to their third birthday are eligible to receive early intervention services specified in an IFSP beyond their third birthday.
  - Ensure that municipal and contracted service coordinators review information concerning the transition procedures with the parent and obtain parent consent for the transfer of pertinent early intervention records.
  
- Ensure that children thought to be potentially eligible for services under Section 4410 of the Education Law can smoothly transition from the EIP to the Preschool Special Education Program including:
  - notifying the school district of the child's potential eligibility for services under Section 4410 at least 120 days before the child is first eligible for these services unless the parent objects to the notification;
  - assisting the parent in sending a written consent referral to the child's school district requesting the school district to evaluate the child to determine if (s)he needs special education services;
  - at the parent's option and with parent consent, arranging for and participating in a transition conference for children potentially eligible for preschool services at least 90 days before the child is first eligible for services or the date of first eligibility if that date is prior to the child's third birthday, whichever is first. The chair of the school district's Committee on Preschool Special Education (CPSE) must be invited;
  - ensuring that transition procedures are reviewed with parents either at the transition conference or, if no conference occurs, at another time at least 90 days before the child is first eligible for services or on the date of first eligibility if that date is prior to the child's third birthday, whichever is first. This review should include parents' rights and responsibilities regarding the EIP and preschool system requirements;
  - with parent consent, establishing a transition plan and incorporating the plan into the IFSP, including the date the child will transition to 4410 services;
  - with parent consent, ensuring that pertinent records are transferred to the CPSE; and,
  - notifying and inviting the local social service commissioner/designee to participate in transition planning for children in care.

- Ensure that a transition plan to other childhood and support services is developed and implemented for children determined not eligible by the CPSE and that parents are assisted to access such services.
- Ensure that children determined not eligible by the CPSE are discharged from the EIP by their third birthday.

## Administration and Oversight

Municipalities will strive to continuously improve the administration of the EIP in an effort to enhance the quality of services and maintain fiscal accountability.

To accomplish this, municipalities will:

- Comply with all federal and state laws and regulations regarding submission of data.
- Ensure that proper procedures exist to resolve disputes or complaints and parents are made aware of their rights to due process procedures to resolve such disputes or complaints through mediation and an impartial hearing.
- Ensure that proper procedures exist to maximize third-party reimbursement for services by:
  - ensuring that children's social security numbers, Medicaid enrollment status, identification numbers, and/or information of any other insurance or health benefits plan is obtained upon initial referral or as early as possible by the municipality, maintained in a confidential manner, and periodically updated throughout the child's participation in the EIP;
  - ensuring that all information about service delivery necessary to obtain insurance and Medicaid reimbursement is submitted by providers who bill for services (e.g., ICD, CPT codes, NPIs, and professional license number, etc.); and
  - claiming to Medicaid, Child Health Plus, and commercial insurance prior to claiming to the Department, consistent with the *Guidance on Claiming Insurance for Early Intervention Services* document and other claim-related guidance issued by the Department.
- Ensure that required documentation to substantiate billing and claiming is maintained by the municipality and contracted providers.
- Adjust claims to the state to correct errors and credit additional payments received during the preceding year.
- Review and audit bills for services before payment is made to providers and report any fiscal irregularities to the Department.
- Notify the Department regarding:
  - an Agency that becomes bankrupt or insolvent or falsifies its records or reports or misuses its funds from whatever source;



- the initial arrest and then upon conviction of an Individual Contractor or principal of an Agency contractor of a criminal offense by any court of competent jurisdiction, or action on license by the NYSDOH or NYSED;
  - an Agency Contractor that identifies an investigation and notification upon conviction of an employee or employees of a criminal offense on license by the NYSDOH or NYSED;
  - an Agency Contractor that knowingly fails to act upon the conviction of an employee or employees of a criminal offense or action on license by NYSDOH or NYSED;
  - an Agency or Individual Contractor who engages in any act which constitutes an unacceptable practice under the Medical Assistance Program as enumerated in Title 18 of the New York Code of Rules and Regulations Section 515.2(a) and (b)(1) through (b)(15).
- Claim for reimbursement for eligible administrative costs incurred during the preceding year through Medicaid administrative, EI Administration contract, and State Aid voucher processes.
  - Provide notification to the Department regarding fiscal audits that will be or have been conducted by the municipality and ensure that the final results of fiscal audits are immediately reported to the Department according to regulatory requirements.
  - Develop and implement activities to oversee and improve the delivery of services to eligible children, including:
    - establishing contracts with and ensuring that services are delivered only by state-approved, qualified evaluators, service coordinators and service providers, including direct employees and provider subcontractors, in a manner that is consistent with state law, regulations, and Department guidance;
    - establishing and maintaining a sufficient number of contracts with state-approved evaluators, service coordinators, and service providers to ensure adequate capacity so that all services and service delivery options are available and accessible to eligible children and their families;
    - using the Department's model municipal contract or similar contract with state-approved providers to ensure provider awareness and compliance with state law, regulations, and Department guidance;
    - ensuring that new contracts and changes in provider contract status are immediately reported to the Department, including terminations in whole or in part, and suspensions of enrollment of children and/or service delivery privileges by the municipality;
    - monitoring contracts of providers of early intervention services and reporting results to the Department, including immediate notification of problems with qualifications of providers, physical plant or other serious health and safety findings, including failure to report suspected child abuse or maltreatment, or failure to complete State Central Register clearances, as appropriate;
    - ensuring that all contracted providers receive Department-issued early intervention guidance documents, policy letters, and clarification letters; and
    - ensuring that all contracted agency providers provide their staff access to Department-issued early intervention guidance documents, policy letters, and clarification letters.
  - Develop and implement activities to oversee and improve the administration of the program, including:

- ensuring that Local Early Intervention Coordinating Councils (LEICCs) meet EIP regulatory requirements regarding public notice, composition, activities, and reporting;
  - including the LEICC in assessing local service delivery capacity and identifying gaps in available qualified personnel and unmet service needs;
  - developing mechanisms to support parents of young children with a developmental delay to participate in collaborative planning and policy development efforts with the municipality and state;
  - ensuring that the municipality and providers maintain early intervention records consistent with the early intervention records guidance document issued by the Department;
  - ensuring that municipal policies are consistent with federal provision of Part C of the IDEA and by CFR Part 303 and state law and regulation;
  - using the EIP computerized data system provided by the Department to enter valid data into all required data fields in a timely fashion;
  - identifying and reporting to the Department eligible foster or homeless children through the data system (KIDS/NYEIS);
  - routinely transmitting data, including electronic data transfers, in a method and to a location defined by the Department as detailed in "Reports - Early Intervention Administration, Appendix C, Section II";
  - providing data and other information mandated by specific legislation or otherwise required by the Department for administrative purposes; and
  - conducting ongoing data validation, including providing timely corrections when invalid data is identified by the Department.
- Support and make available training and educational opportunities to municipal staff, providers, and families, including:
    - ensuring that appropriate municipal staff attend all relevant state-sponsored training and informational meetings;
    - ensuring that all contracted service coordination providers attend required state-sponsored service coordination trainings;
    - ensuring that contracted service providers attend other relevant state-sponsored trainings available in the region;
    - disseminating information regarding appropriate training opportunities available to primary referral sources, providers of early intervention services, families of potentially eligible children, and other key stakeholders; and
    - ensuring that all contracted agency providers notify their staff of training and educational opportunities.
- Implement proper procedures to protect the confidentiality of early intervention records and personally identifiable information of children and their families within the municipality and by contracted service providers according to EIP regulations, Section 69-4.17c, d, e, and applicable federal requirements. These are summarized in the attachment "Components to Include in Written Policy for Maintaining Municipality Early Intervention Records."
- Participate in monitoring and quality assurance activities, including:
    - providing data, completing surveys, and conducting other activities that provide information about local program performance needed for federal or state monitoring and quality assurance initiatives and reports;

- as necessary, developing and implementing a plan with realistic and achievable goals and timelines to improve local program performance as described in an individualized annual "determination" issued by the Department;
  - providing access to documents and personnel for municipal or provider monitoring, audits, investigations, or other reviews conducted by the State or its agents;
  - when required, completing and submitting Corrective Action Plans (CAPs) and quality improvement surveys to the State or its agents within the prescribed time frame;
  - implementing the terms of municipal CAPs when accepted by the State;
  - ensuring that the terms of provider CAPs accepted by the State are implemented, including in the area of health and safety and confidentiality;
  - ensuring that follow-up is conducted for contracted providers with health and safety findings; and
  - participating in State monitoring reviews, as resources allow.
- Ensure that procedures are in place in accordance with EIP regulations for children in care, including:
    - establishing agreements with local social services districts to identify children in need of a surrogate parent and ensuring prompt designation of a qualified surrogate parent; and
    - ensuring that information about children in care, including the IFSP, is transmitted to the municipality of residence.
  - Utilize the centralized management information system, New York Early Intervention System (NYEIS), in the manner prescribed by the Department and the Bureau of Early Intervention.
  - Ensure that contracted service providers prepare for and utilize the NYEIS data system.

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### State of New York Department of Health

Name: Cori Lewis  
Title: Health Program Administrator  
Address: Bureau of Early Intervention  
ESP Corning Tower, Room 287  
Albany, NY 12237  
Telephone Number: 518-473-7016  
Facsimile Number: 518-486-1090  
E-Mail Address: beifiscal@health.state.ny.us

[Insert Contractor Name] Oneida County Health Dept.  
Name: Gayle D. Jones, PhD, MPH, CHES  
Title: Director of Health  
Address: Adirondack Bank Building, 5th fl., 185 Genesee St. Utica NY 13501  
Telephone Number: 315-798-5633  
Facsimile Number: 315-266-6138  
E-Mail Address: gjones@ocgov.net

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

Agency Code 12000  
APPENDIX X

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Amendment Number X-\_\_\_\_\_

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and \_\_\_\_\_ (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

\_\_\_\_\_ Modifies the contract period at no additional cost

\_\_\_\_\_ Modifies the contract period at additional cost

\_\_\_\_\_ Modifies the budget or payment terms

\_\_\_\_\_ Modifies the work plan or deliverables

\_\_\_\_\_ Replaces appendix(es) \_\_\_\_\_ with the attached appendix(es) \_\_\_\_\_

\_\_\_\_\_ Adds the attached appendix(es) \_\_\_\_\_

\_\_\_\_\_ Other: (describe) \_\_\_\_\_

This amendment is is not a contract renewal as allowed for in the existing contract.

All other provisions of said AGREEMENT shall remain in full force and effect.

Prior to this amendment, the contract value and period were:

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Value before amendment) (Initial start date)

This amendment provides the following modification (complete only items being modified):

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_

This will result in new contract terms of:

\$ \_\_\_\_\_ From \_\_\_\_/\_\_\_\_/\_\_\_\_ to \_\_\_\_/\_\_\_\_/\_\_\_\_  
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: \_\_\_\_\_ Contractor: \_\_\_\_\_

Amendment Number: X-\_\_\_\_\_

-----  
IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT as of the dates appearing under their signatures.

**CONTRACTOR SIGNATURE:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

STATE OF NEW YORK                    )  
  )   SS:  
County of \_\_\_\_\_                )

On the \_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(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.

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

"In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."

By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: \_\_\_\_\_

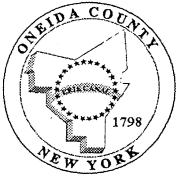
Title: \_\_\_\_\_

-----  
**ATTORNEY GENERAL'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

**STATE COMPTROLLER'S SIGNATURE**

By: \_\_\_\_\_ Date: \_\_\_\_\_



COUNTY OF ONEIDA  
**OFFICE OF THE COUNTY EXECUTIVE**

**ANTHONY J. PICENTE, JR.**  
County Executive  
ce@ocgov.net

ONEIDA COUNTY OFFICE BUILDING

800 PARK AVENUE

UTICA, NEW YORK 13501

(315) 798-5800

FAX (315) 798-2390

www.ocgov.net

FN 20 12 - 190



March 27, 2012

GOVERNMENT OPERATIONS

Mr. Gerald Fiorini  
Chairman Board of Legislators  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, NY 13501

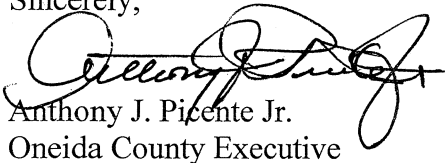
**WAYS & MEANS**

Dear Mr. Fiorini

I propose the adoption of a Local Law, pursuant to New York Real Property Tax Law Section 457, affording first-time homebuyers of newly constructed homes a partial exemption from real property taxes levied by the County of Oneida. The Local Law will spur new interest in expanding the housing stock within Oneida County, bring jobs to the County's construction sector and assist with the revitalization of the County.

I ask for your support of this legislation.

Sincerely,

  
Anthony J. Picente Jr.  
Oneida County Executive

Cc: Board of Legislators

**INTRODUCTORY  
NO.**

**F.N.**

**ONEIDA COUNTY BOARD OF LEGISLATORS**

**RESOLUTION NO.**

**INTRODUCED BY:  
2ND BY:**

**RE: A LOCAL LAW PROVIDING FOR A PARTIAL EXEMPTION FROM  
REAL PROPERTY TAXES LEVIED BY THE COUNTY OF ONEIDA FOR  
FIRST-TIME HOMEBUYERS OF NEWLY CONSTRUCTED HOMES**

Legislative Intent: The intent of this Local Law is to afford first-time homebuyers of newly constructed homes a partial exemption from real property taxes levied by the County of Oneida, as permitted under New York Real Property Tax Law Section 457. The Local Law will spur new interest in expanding the housing stock within Oneida County, bring jobs to the County's construction sector and assist with the revitalization of the County.

BE IT ENACTED by the Board of County Legislators of the County of Oneida, State of New York, as follows:

Section 1. Definitions.

As used in this Local Law, the following words, phrases, terms and their derivations shall have the meanings set forth below:

First-Time Homebuyer-A person who has not owned a Primary Residential Property, and is not married to a person who has owned a Primary Residential Property, during the three-year period prior to his or her purchase of the Primary Residential Property, and does not own a vacation or investment home.

Primary Residential Property-Any one-family or two-family house, townhouse or condominium located in the County of Oneida which is owner-occupied by such homebuyer.

Newly Constructed-An improvement to real property which was constructed as a Primary Residential Property, which has never been occupied and was constructed after November 28, 2001 but on or before December 31, 2016. Newly constructed shall also mean that portion of a Primary Residential Property that is altered, improved or reconstructed.



Maximum Eligible Sales Price-The purchase price limits defined by the State of New York Mortgage Agency (SONYMA) low interest rate mortgage program in the non-target, one family new category for Oneida County in effect on the contract date for the purchase and sale of a Newly Constructed Primary Residential Property.

Taxes- Real property taxes and special ad valorem levies levied by or on behalf of the County of Oneida; Taxes shall not include Oneida County special assessments.

First-Time Homebuyer Exemption-The exemption from Taxes on Newly Constructed Primary Residential Property purchased by a First-Time Homebuyer, pursuant to the eligibility criteria and the table set forth within this Local Law.

Household Income-The total combined Income of all the owners and any of the owners' spouses residing on the premises, for the income tax year preceding the date of making application.

Income-The adjusted gross income for federal income tax purposes as reported on the applicant's Latest Available Return, subject to any subsequent amendments or revisions, reduced by distributions, to the extent included in federal adjusted gross income, received from an individual retirement account or an individual retirement annuity; provided that if no such return was filed within the one-year period preceding taxable status date, Income means the adjusted gross income that would have been so reported if such a return had been filed.

Latest Available Return-The federal or state income tax return for the tax year immediately preceding the date of making application for the exemption; provided however, that if the tax return for such a year has not been filed, then the income tax return for the tax year two years preceding the date of making application will be considered the Latest Available Return.

## Section 2. First-Time Homebuyer Exemption

- A. Newly Constructed Primary Residential Property purchased by a First-Time Homebuyer shall be entitled to the First-Time Homebuyer Exemption and shall be exempt from Taxation in accordance with the eligibility criteria set forth within this Local Law.
- B. The First-Time Homebuyer Exemption for eligible properties shall be calculated in accordance with the following table:

Years of Exemption	Percentage of Assessed Valuation Exempt from Taxation
Year 1	50%
Year 2	40%
Year 3	30%
Year 4	20%
Year 5	10%
Year 6 or more	0%

### Section 3. Sales price eligibility limits

- A. Any Newly Constructed Primary Residential Property within the limits of the Maximum Eligible Sales Price shall be eligible for the First-Time Homebuyer Exemption allowed pursuant to this Local Law.
- B. Newly Constructed Primary Residential Property purchased by First-Time Homebuyers at a sales price greater than the Maximum Eligible Sales Price shall qualify for the First-Time Homebuyer Exemption for that portion of the sales price equal to the Maximum Eligible Sales Price; provided, however, that any Newly Constructed Primary Residential Property purchased at a sales price greater than fifteen percent (15%) above the Maximum Eligible Sales Price shall not be allowed any First-Time Homebuyer Exemption.

### Section 4. Household income eligibility requirements

A First-Time Homebuyer shall not qualify for the First-Time Homebuyer Exemption if the Household Income exceeds Income limits defined by SONYMA low interest rate mortgage program in the non-target, one and two person household category for Oneida County in effect on the contract date of the purchase and sale of such property.

### Section 5. Reconstruction expenses

A First-Time Homebuyer who either as part of a written contract for sale of the Primary Residential Property, or who enters into a written contract within ninety (90) days after closing of the sale of the Primary Residential Property for reconstruction, alteration or improvements, the value of which exceeds three thousand dollars (\$3,000.00) to the Primary Residential Property, shall be exempt from taxation to the extent provided by this Local Law. Such exemption shall apply solely to the increase in assessed value attributable to such reconstruction, alteration

or improvement, provided that the assessed value after reconstruction, alteration or improvement does not exceed fifteen percent (15%) more than the Maximum Eligible Sales Price.

Section 6. Time requirements.

No First-Time Homebuyer Exemption shall be allowed pursuant to this Local Law for any Newly Constructed Primary Residential Property purchased by a First-Time Homebuyer on or after December 31, 2016, unless such purchase is made pursuant to a binding written contract entered into prior to such date. First-Time Homebuyers who first receive this exemption prior to December 31, 2016 will continue to receive the exemption according to the established schedule.

Section 7. Applications for First-Time Homebuyer Exemption

The First-Time Homebuyer Exemption shall be granted only upon application by the owner on a form prescribed by the State Commissioner of Taxation and Finance to the assessor of the city, town or village having the power to assess the property for taxation, submitted on or before the appropriate taxable status date and approval of such application by such assessor.

Section 8. Discontinuance of First-Time Homebuyer Exemption

- A. No portion of an otherwise eligible single-family Newly Constructed Primary Residential Property shall be leased during the period of time when the First-Time Homebuyer Exemption shall apply to the residence. If any portion of the single family Newly Constructed Primary Residential Property is found to be the subject of a lease during the term of the First-Time Homebuyer Exemption, the exemption shall be discontinued.
- B. In the event that a Primary Residential Property ceases to be used primarily for residential purposes or title thereto is transferred to someone other than the heirs or distributees of the owner during the term of the First-Time Homebuyer Exemption, the exemption will be discontinued.

Section 9. Severability.

If any provision of this Local Law shall be adjudged by any court of competent jurisdiction to be invalid, then such adjudication shall not affect, impair or invalidate the remainder thereof, but shall be confined in its effect to the particular provision directly involved in the controversy in which such judgment shall have been rendered.

Section 10. Effective Date

This Local Law shall take effect on September 1, 2012.

Section 11. Filing

In addition to the Office of the New York State Secretary of State, copies of this Local Law shall be filed with the State Board of Real Property Tax Services and with the assessors of all cities, towns and villages within Oneida County.

APPROVED: Government Operations ( )  
                  Ways & Means Committee ( )

DATED:

Adopted by the following roll call vote:

AYES\_\_\_NAYS\_\_\_ABSENT\_\_\_

ANTHONY R. CARVELLI  
COMMISSIONER

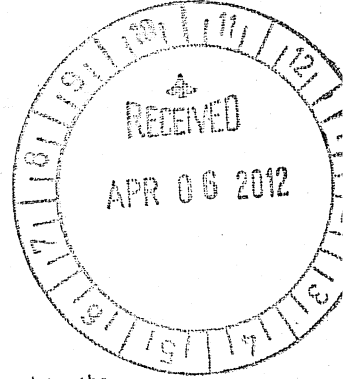
ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net



FN 20 12-191

GOVERNMENT OPERATIONS

April 4, 2012

**WAYS & MEANS**

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente, Jr.  
County Executive

Date 4/4/12

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Picente:

Recently, the Oneida County Finance Department received a request from the Town of Forestport for a parcel of land located on State Route 28 in the Town of Forestport. The parcel, identified by tax map number 36.000-1-26, has been requested for remediation.

We recommend full Board consideration of their request for approval and respectfully request that you forward same at your earliest opportunity.

Sincerely yours,

Anthony Carvelli  
Commissioner of Finance

AC/bad

cc: Gerald Fiorini, Chairman, Oneida County Board of Legislators  
Gregory J. Amoroso, County Attorney  
William Hassenauer, Supervisor, Town of Forestport  
File

## Carvelli, Anthony

---

**From:** Shelley E [Shelley@townofforestport.org]  
**Sent:** Wednesday, April 04, 2012 12:28 PM  
**To:** Carvelli, Anthony  
**Subject:** Rt. 28 parcel

April 4, 2012

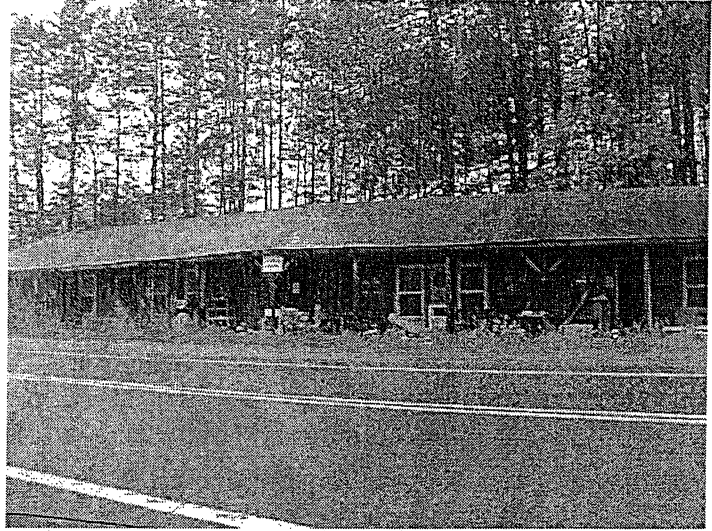
Dear Mr. Anthony Carvelli,

I am writing to you in regards to property on Route 12 in the Town of Forestport. The address of this property is 10965 NYS Rte 28, Forestport, NY. The tax map number is 36.000-1-26. I was notified it was up for tax sale and that the sale of said property was incomplete. I request that the said property be turned over to the Town of Forestport so that the Town may remediate same. Thank you for your time on this matter.

William Hasenauer  
Forestport Town Supervisor

Oneida County Tax Sale Auction  
2011  
Property

**Municipality:** Forestport  
**Tax Map #:** 36.000-1-26  
**Location:** State Rte 28  
**Property Class:**  
**School District:** Adirondack Central  
**Owner:** Koon, Jeffrey



**Structure**

**Building Style:**  
**Number of Rooms:**  
**Number of Baths:**  
**Number of Bedrooms:**  
**Number of Kitchens:**  
**Number of Fireplaces:**  
**Overall Condition:**  
**Overall Grade:**  
**Porch Type:**  
**Porch Area:**  
**Year Built:**  
**Basement Type:**  
**Basement Garage Capacity:**  
**Attached Garage Capacity:** 0  
**Number of Stories:**  
**Story Height:**

**Land**

<b>Type:</b>	Primary		
<b>Acreage:</b>	0.59		
<b>Total Frontage:</b>	222	<b>Total Depth:</b>	206

**Assessment**

<b>Land:</b>	15900
<b>Total:</b>	45900

**Area**

**Living Area:** 00000  
**First Story Area:**  
**Second Story Area:**  
**Additional Story Area:**  
**Three-Quarter Area:**  
**Finished Over Garage:**  
**Finished Attic:**  
**Finished Basement:**  
**Finished Rec Room:**  
**Half Story Area:**  
**Gross Floor Area:**

**Utilities**

**Sewer Type:** None  
**Water Supply:** None  
**Utilities:** Electric  
**Heat Type:**  
**Fuel Type:**  
**Central Air:**

**Tax Map Location**



ANTHONY R. CARVELLI  
COMMISSIONER

ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

FN 20 12 - 192

March 22, 2012

GOVERNMENT OPERATIONS

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

**WAYS & MEANS**

Dear Mr. Picente:

Enclosed, please find three (3) original agreements signed by Mayor Gary Comstock, of the Village of Bridgewater, requesting a one (1) year extension on the attached contract for village tax collection. Our office agrees with this request.

After your consideration, please forward this to the Legal Department for their review & further processing.

Sincerely yours,

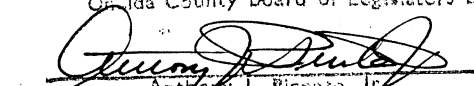
  
Anthony Carvelli  
Commissioner of Finance

AC/bad

cc: Village of Bridgewater

rec'd  
4/9/12  
Bl of Leg

Reviewed and approved for submission to the  
Oneida County Board of Legislators by

  
Anthony J. Picente, Jr.  
County Executive

Date 4/4/12



Oneida Co. Department: FINANCE

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name of Proposing Organization:

ONEIDA COUNTY FINANCE & VILLAGE OF BRIDGEWATER

Title of Activity or Service:

Village tax Collection for 2012/13 tax year

Proposed Dates of Operation:

6/1/12 - 5/31/13

Client Population/Number to be Served:

Summary Statements

- 1) Narrative Description of Proposed Services  
County assists Village of Bridgewater in Collection of the 2012/13 Village Taxes.
- 2) Program/Service Objectives and Outcomes: County receives \$.73 per bill, also Village pays to the County actual costs incurred for the printing & mailing of tax bills (including envelopes, supplies, and postage).
- 3) Program Design and Staffing

Total Funding Requested: ~~⊖~~

Revenue  
Account # A2960

Oneida County Dept. Funding Recommendation: ~~⊖~~

Proposed Funding Sources (Federal \$/ State \$/County \$): ~~⊖~~

Cost Per Client Served: ~~⊖~~

Past Performance Data: County receives Revenue from this agreement, @ \$.73 per bill, as well as actual costs incurred for bill printing & mailing.

O.C. Department Staff Comments:

## EXTENSION AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between the **COUNTY OF ONEIDA**, 800 Park Avenue, Utica, New York a municipal corporation, hereinafter referred to as the “**County**” and **THE VILLAGE OF BRIDGEWATER**, Bridgewater, New York, hereinafter referred to as the “**Village**”

### WITNESSETH

**WHEREAS** the County and the Village entered into an Agreement dated June 11, 2008, whereby the County assisted the Village in the collection of its village taxes and

**WHEREAS** the Village wishes to continue to receive the assistance of the County in the collection of its village taxes for a period of one year

**NOW THEREFORE** in consideration of the mutual covenants and promises made herein and in the prior Agreement between the parties dated June 11, 2008, the County and the Village agree as follows:

1. The County shall, for the village year commencing June 1, 2012, prepare the Village tax bills and mail same to Oneida County property owners of parcels situated within the Village’s boundaries. The mailing of said tax bills shall occur prior to the first day of collection period proposed (June 1, 2012). The County shall provide the Village with a printed roll book at the beginning of the collection period. The Village shall be responsible to cause notice of the receipt of the warrant and that said Village taxes have been levied and are due. The cost(s) for advertising shall be borne by the Village. The Village shall provide to the County its tax rate for the tax year 2012/13 in writing on or before May 1, 2012.

2. The County shall collect the Village taxes levied on all Real Property in Oneida County, which are subject to the Village’s taxes and are within the Village’s boundaries. Such collection by the County shall be done and be subject to fees and penalties as follows:

- (a) The original tax levied shall be paid without penalty during the initial period of the warrant (proposed June 1 thru July 1, 2012)

(b) Payments made after July 1<sup>st</sup> shall be subject to the following village penalty schedule: 5% penalty, 1% per month thereafter, until September 30<sup>th</sup>, on the original tax levied, which penalty shall be the property of the village.

(c) Any taxes collected by the County after September 30, 2012 shall be considered returned to the County Treasurer for collection pursuant to the laws of the State of New York.

3. The County upon collecting said taxes and any penalties thereon up to and including the last day, as set forth above, shall credit such collections to a Trust account designated by the County for such purpose. Said Trust account shall be reconciled by the County.

4. All tax payments shall be made payable to the Oneida County Commissioner of Finance as collector for the Village. All money collected under this agreement will be held in Trust by Oneida County for the Village of Bridgewater.

5. The County shall remit monthly payments to the Village, of the total amount of taxes penalties and miscellaneous monies collected on behalf of the Village pursuant to this agreement. On or about October 15, 2012, the County shall provide to the Village a tax roll and report which shall contain the following information:

- (a) Parcel identification by tax map number and name
- (b) Amount of tax paid and any penalty thereon, and
- (c) Date payment was received or
- (d) Tax unpaid
- (e) A full reconciliation of all monies received and disbursed

6. In consideration of the above, the Village agrees to pay the County a fee of seventy three cents (\$.73) per bill. In addition, the Village shall pay to the County the actual costs incurred by the County for the printing and mailing of the tax bills (including the cost of envelopes, supplies, and postage). Said payment will be deducted from remittances (described in paragraph 5 above) as necessary. The charges retained will be annotated and accompany the payment.

7. This entire agreement, except for the collection fee in paragraph 6 above, shall be in force for the Village fiscal 2012/13. Said fee in paragraph 6 may be negotiable yearly, as conditions warrant. No other section or provision of this contract shall be changed or modified except by mutual written and properly executed agreement of the parties hereto.

8. The County warrants and represents that the Commissioner of Finance is covered by a bond for performance of his duties and obligations in the amount of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00) and that said bond is in full force and effect.

**IN WITNESS WHEREOF**, the parties herein have hereunto set their hands and seals the day and year first above written.

**COUNTY OF ONEIDA**

By: \_\_\_\_\_  
Anthony J. Picente, Jr.  
Oneida County Executive  
**VILLAGE OF BRIDGEWATER**

By: Gary Comstock  
Gary Comstock, Mayor  
Village of Bridgewater

APPROVED AS TO FORM  
ONEIDA COUNTY ATTORNEY

Mark W. Perry

ANTHONY R. CARVELLI  
COMMISSIONER

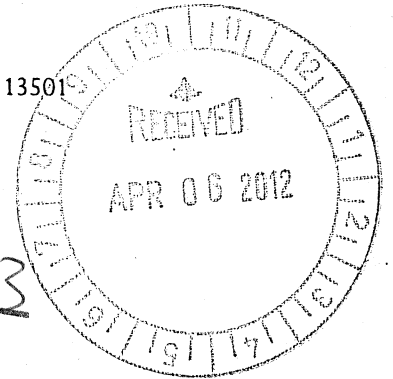
ONEIDA COUNTY

ANTHONY J. PICENTE JR.  
COUNTY EXECUTIVE



DEPARTMENT OF FINANCE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501  
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net



FN 20 12-153

GOVERNMENT OPERATIONS

WAYS & MEANS

March 22, 2012

Mr. Anthony J. Picente, Jr.  
Oneida County Executive  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Picente:

Enclosed, please find three (3) original Extension Agreements signed by Jacqueline Edwards, Board President of NY Mills Union Free School, requesting a one (1) year extension on the attached contract for school tax collection. Our office agrees with this request.

After your consideration, please forward this to the Board of Legislators for their approval, if required.

Sincerely yours,

Anthony Carvelli  
Commissioner of Finance

cc: Lisa Stamboly, School Business Executive  
Gregory A. Amoroso, County Attorney

rec'd  
4/4/12  
BBO  
eg

Reviewed and Approved for submittal to the  
Oneida County Board of Legislators by

Anthony J. Picente Jr.  
County Executive

Date 4/4/12

Oneida Co. Department: FINANCE

Competing Proposal \_\_\_\_\_  
Only Respondent \_\_\_\_\_  
Sole Source RFP \_\_\_\_\_

ONEIDA COUNTY BOARD  
OF LEGISLATORS

Name of Proposing Organization:

ONEIDA COUNTY FINANCE & NEW YORK MILLS SCHOOL DISTRICT

Title of Activity or Service:

New York Mills School Tax Collection for 2012/13 Tax Year

Proposed Dates of Operation:

9/1/12 to 8/31/13

Client Population/Number to be Served:

Summary Statements

- 1) Narrative Description of Proposed Services County assists School District of New York Mills in Collection of the 2012/13 School Taxes.
- 2) Program/Service Objectives and Outcomes: District shall pay to the County actual costs incurred for the printing and mailing of tax bills (including the cost of envelopes, supplies & postage).
- 3) Program Design and Staffing

Total Funding Requested:

Revenue  
Account # A2960

Oneida County Dept. Funding Recommendation:

Proposed Funding Sources (Federal \$/ State \$/County \$):

Cost Per Client Served:

Past Performance Data: County receives revenue that covers actual costs incurred for the printing & mailing of the tax bills (including the cost of envelopes, supplies, and postage.)

O.C. Department Staff Comments:

## EXTENSION AGREEMENT

THIS AGREEMENT made the 20 day of March, 2012, by and between the COUNTY OF ONEIDA, a municipal corporation organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as "COUNTY" and the NEW YORK MILLS SCHOOL DISTRICT, a district formed under the laws of the State of New York, with offices located at 1 Marauder Boulevard, New York Mills, New York, 13417, hereinafter referred to as "DISTRICT".

### WITNESSETH

WHEREAS, the County and the District entered into an Agreement dated October 15, 1997, whereby the County assisted the District in the collection of its school taxes and

WHEREAS, the District wishes to continue to receive the assistance of the County in the collection of its school taxes for a period of one year

NOW THEREFORE, in consideration of the mutual promises made herein and in the prior Agreement between the parties dated October 15, 1997, the County and the District agrees as follows:

1. The County shall continue to provide assistance and services to the District in the collection of its 2012-2013 school taxes in the same manner and to the same extent as set forth in the prior Agreement of the parties hereto dated October 15, 1997.
2. The District shall continue to compensate the County for such services and assistance in collecting the District's 2012-2013 school taxes in the same manner and to the same extent as set forth in the prior Agreement of the parties hereto dated October 15, 1997.
3. A copy of the prior Agreement of the parties hereto is attached herewith and made a part hereof of the Extension Agreement between the County and the District.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

COUNTY OF ONEIDA

NEW YORK MILLS SCHOOL DISTRICT

BY: \_\_\_\_\_  
Anthony J. Picente, Jr.  
County Executive

BY: Jacqueline Edwards  
President, NY Mills School Board

Approved As To Form  
ONEIDA COUNTY ATTORNEY  
By: [Signature]

AGREEMENT

Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 1997

by and between the COUNTY OF ONEIDA, 800 Park Avenue, Utica, New York a municipal corporation, hereinafter referred to as the "County" and

THE NEW YORK MILLS SCHOOL DISTRICT, 1 Marauder Blvd, New York Mills, NY 13417

hereinafter referred to as the

"District"

WHEREAS the District wishes to facilitate and centralize the collection of its taxes and

WHEREAS the County has the necessary equipment, personnel and experience to assist the District in the collection of taxes in a timely and efficient manner.

NOW THEREFORE in consideration of mutual covenants and promises of the parties hereto, the County and the District agree as follows:

1. The County shall, for the District year commencing July 1, 1997, prepare the District tax bills and mail same to Oneida County, Town of New Hartford property owners of parcels situated within the District boundaries. The mailing of said tax bills shall occur prior to the first day of the collection period (September 2, 1997). The County will provide the District with a printed roll book at the beginning of the collection period.



The District shall be responsible to cause notice of the receipt of the warrant and that said District taxes have been levied and are due. The cost(s) for advertising shall be borne by the District. The District shall provide to the County its tax rate for the tax year 1997/98 in writing on or before August 14, 1997. The County shall allow partial payments in accordance with NYS Law and Oneida County Board of Legislatures Resolution 96-237.

2. The County shall collect the District taxes levied on all Real Property in Oneida County, Town of New Hartford which are subject to the District's taxes and are within the District's boundaries. Such collection by the County shall be done and be subject to fees and penalties as follows:

- (a) The original tax levied shall be paid without penalty during the initial thirty days of the warrant (proposed September 2 thru October 1, 1997)
- (b) Payments made after October 1 shall be subject to the District penalty schedule: 3% on the original tax levied or remaining balance which penalty shall be the property of the County.
- (c) Any taxes collected by the County after November 5, 1997 shall be considered returned to the County Treasurer for collection pursuant to the laws of the State of New York.
- (d) Timely U.S. postmarks will determine collection dates (per NYS State Real Property Tax Law).

3. The County upon collecting said taxes thereon up to and including the last day, as set forth above, shall, credit such collections to a Trust account designated by

the County for such purpose. Said Trust account shall be reconciled by the County.

4. All tax payments shall be made payable to the Oneida County Commissioner of Finance as collector for the District. All money collected under this agreement will be held in Trust by Oneida County for the NYM School District.

5. The County shall remit payments to the District in accordance with the following schedule:

September 16, 1997  
September 23, 1997  
September 30, 1997  
October 7, 1997  
October 28, 1997  
November 7, 1997 (Final Payment)

The total amount of taxes and miscellaneous monies collected on behalf of the District pursuant to this agreement. If collections between October 7 and October 21 exceed \$60,000 an additional remittance to the District shall occur. On or about November 15, 1997, the County shall provide to the District a tax roll and report which shall contain the following information:

- (a) Parcel identification by tax map number and name
- (b) Amount of tax paid
- (c) Date payment received or
- (d) tax unpaid
- (e) A full reconciliation of all monies received and disbursed

6. In consideration of the above, the District agrees that the County shall retain any penalty monies as described above. In addition the District shall pay to the County the actual costs incurred by the County for the printing and mailing of the tax bills (including the cost of envelopes, supplies and postage). Said payment will be deducted from the final remittance (described in item five(5) above) as necessary. The charges retained will be annotated and accompany the payment.

7. The County warrants and represents that the Commissioner of Finance is covered by a bond for performance of his duties and obligations in the amount of THREE HUNDRED TWENTY FIVE THOUSAND DOLLARS (\$325,000.00) and that said bond is in full force and effect.

8. The District hereby commits to designate the County as its collector for future school years 1998-99, 1999-00, 2000-01 and 2001-02.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

COUNTY OF ONEIDA

By: Ralph J. Fannace, Jr.  
Ralph J. Fannace, Jr.  
County Executive

NEW YORK MILLS, SCHOOL DISTRICT

BY: Mary F. Keel  
President, NYM Board of Ed

APPROVED AS TO FORM  
ONEIDA COUNTY ATTORNEY

Sumale