



ONEIDA COUNTY BOARD OF LEGISLATORS

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

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Mikale Billard
Clerk
(315) 798-5404

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COMMUNICATIONS FOR DISTRIBUTION June 14, 2023

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

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ONEIDA COUNTY DEPARTMENT OF LAW

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www.ocgov.net

ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

PETER M. RAYHILL
COUNTY ATTORNEY

May 11, 2023

FN 20 23-168

FedEx Overnight

Robert J. Rodriguez, Secretary of State
New York State, Department of State
One Commerce Plaza
99 Washington Avenue
Albany, New York 12231

READ & FILED

RE: County of Oneida Local Emergency Order 1 of 2023
Proclamation of a Local State of Emergency in the County of Oneida

Dear Mr. Secretary:

Pursuant to Executive Law § 24(3), enclosed please find the following:

1. County of Oneida Local Emergency Order 1 of 2023; and
2. Proclamation of a Local State of Emergency in the County of Oneida.

Thank you.

Very truly yours,

Morgan Polise

Morgan Polise, Paralegal

Enclosures

cc: State Office of Emergency Management (w/enc.) –FedEx Overnight
Mary Finegan, Oneida County Clerk (w/enc.) – Hand delivery
Mikale Billard, Clerk of the Board (w/enc.) – Hand delivery





**ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE**

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

**COUNTY OF ONEIDA
LOCAL EMERGENCY ORDER 1 OF 2023**

WHEREAS, by proclamation dated May 11, 2023, the County Executive of the County of Oneida declared a local state of emergency within the County in anticipation of the expiration of an order of the United States Centers for Disease Control and Prevention that prohibited the introduction into congregate settings of noncitizens arriving from or through Mexico and Canada (the “COVID-19 Migration Order”), thereby dramatically increasing the risk, already significant, that migrants will unlawfully enter the United States; and

WHEREAS, there is a national immigration crisis at the border between the United States and Mexico, creating a dramatic increase in the number of persons seeking asylum or who have illegally entered and remained in the United States (hereafter, “Migrants”), and the federal government has failed to anticipate or react to the exigent and emergent circumstances, resulting in thousands of Migrants crossing the United States border; and

WHEREAS, in the last year, the State of Texas has transported tens of thousands of Migrants from Texas to the City of New York, a “sanctuary city,” straining the City’s homeless, social, health, and emergency services and resulting in reported costs to the City in excess of \$4 billion; and

WHEREAS, on May 5, 2023, as a result of the strain placed on the City of New York by Migrants already in the City, the Mayor of the City of New York announced plans to bus Migrants arriving in the City to counties outside of the City of New York, without assessing the capabilities of counties outside of the City of New York to house and feed vulnerable Migrant populations and lacking all authority or jurisdiction to require the same; and

WHEREAS, the County of Oneida strives to be a welcoming community and recognizes the contributions of refugees, immigrants, and lawful migrants to the County’s development and emergence as the cultural and economic center of the State; however, unrestricted, unlawful migration poses a grave risk to the social, health, and emergency services resources of the County, particularly during this period of economic growth when the County’s inventory of housing and emergency housing is at historic lows; and

WHEREAS, the County of Oneida is responsible for securing the health and safety of its residents, and should the City of New York or other municipalities abruptly transport large numbers of Migrants to the County, the mass arrival of these Migrants will create a social, health, and emergency services crisis, causing an increase in homelessness, threatening the health and public safety of County residents and any relocated Migrants;

NOW THEREFORE, by the power vested in me by New York State Executive Law Section 24 and Oneida County Administrative Code Section 302(k), it here hereby ORDERED:

Section 1. Prohibition of contracts with municipalities to transport or house Migrants that jeopardize the health, safety, or welfare of the County.

- A. No person, business or entity doing business within the County of Oneida shall agree or contract with any municipality to transport to or within the County of Oneida any Migrant without the prior written permission of the County Executive or his designee, such permission to be given only after determining that such agreement or contract would not jeopardize the health, safety, or welfare of the County and its residents.
- B. No hotel, motel, shelter, campground, or owner of a multiple dwelling in the County of Oneida shall agree or contract with any municipality to sell, lease, rent, or otherwise provide hotel rooms, housing, campgrounds, motel rooms, or short-term rentals to any Migrant without the prior written permission of the County Executive or his designee, such permission to be given only after determining that such agreement or contract would not jeopardize the health, safety, or welfare of the County and its residents.
- C. As conditions to granting the permissions described in paragraphs A and B of this Section 1, the County Executive or his designee shall require each agreement or contract with a municipal counterparty to:
 - i. Provide a date certain for the return or relocation of the Migrant to the jurisdiction of the municipal counterparty;
 - ii. Require the municipal counterparty to provide all funding to sustain the needs of the Migrant during his or her stay in the County;
 - iii. Assume all costs of the County and any political subdivision within the County arising from the agreement or contract to transport or house the Migrant, including costs for the care, welfare, law enforcement interactions, or other interactions; and
 - iv. Provide to the County a bond securing the municipal counterparty's obligations as set forth in this Section 1(C) in an amount not less than Two Thousand Dollars and Zero Cents (\$2,000.00) per Migrant.

Section 2. Penalties and Remedies.

- A. Pursuant to New York State Executive Law Section 24(5), any person who, or entity which, knowingly violates the provisions of this Local Emergency Order shall be guilty of a class B misdemeanor. The Oneida County Sheriff is authorized to issue appearance tickets for any such knowing violation of this Local Emergency Order.
- B. In addition to the foregoing penalty, any person who, or entity which, knowingly violates any provision of this Local Emergency Order or any term or condition of the permissions authorized hereby shall be liable for a civil penalty of Two

Thousand Dollars and Zero Cents (\$2,000.00) per day, and per each Migrant transported to or within the County or housed within the County in violation of this Local Emergency Order. The civil penalties provided by this paragraph shall be recoverable in an action instituted in the name of the County and initiated by the County.

- C. Regardless of any other penalty, remedy or relief sought by the County for any violation of this Local Emergency Order, the County Attorney may commence actions or proceedings in the name of the County, in a court of competent jurisdiction, to abate any violations of this Local Emergency Order.
- D. The penalties or remedies of this Local Emergency Order are not exclusive of any other remedy or penalty, but are in addition to all such other remedies and penalties and may be pursued at any time whether prior to, simultaneously with, or following any other remedy or penalty.

Section 3. Comprehensive Emergency Management Plan. Pursuant to the Oneida County Comprehensive Emergency Management Plan, the County Executive and the Oneida County Director of Emergency Services shall activate and initiate all processes necessary to effectuate the provisions of this Local Emergency Order.

Section 4. Severability. If any clause, sentence, paragraph or part of this Local Emergency Order shall be adjudged by any court of competent jurisdiction to be invalid, such judgment shall not affect, impair or invalidate the remainder hereof, but shall be confined in its operation to the clause, sentence, paragraph, section or part of this Local Emergency Order so adjudged to be invalid.

Section 5. Effective Date and Expiration. This Local Emergency Order shall take effect immediately and shall remain in effect for a period of five (5) days. This Local Emergency Order may be renewed for additional periods of five (5) days each.

This Local Emergency Order shall be executed in quadruplicate and filed within seventy-two hours or as soon thereafter as practicable in the office of the Clerk of Board of Legislators, the office of the County Clerk, the New York Secretary of State, and the New York State Office of Emergency Management withing the Division of Homeland Security and Emergency Services.



ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

Date: 5-11-23



**ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE**

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

**PROCLAMATION OF A LOCAL STATE
OF EMERGENCY IN THE COUNTY OF ONEIDA**

WHEREAS, the United States has experienced a dramatic increase in migration from or through Mexico and Canada, including a dramatic increase in the number of persons seeking asylum or who have illegally entered and remained in the United States (hereafter, “Migrants”); and

WHEREAS, in an effort to combat the COVID-19 pandemic, the United States Centers for Disease Control and Prevention issued an order, effective August 2, 2021, prohibiting the introduction into congregate settings of noncitizens arriving from or through Mexico and Canada (the “COVID-19 Migration Order”); and

WHEREAS, the COVID-19 Migration Order decreased, but did not eliminate, migration into the United States from or through Mexico and Canada; and

WHEREAS, in the last year, the State of Texas has transported tens of thousands of Migrants from Texas to the City of New York, straining the City’s homeless and emergency services and resulting in reported costs to the City in excess of \$4 billion; and

WHEREAS, the COVID-19 Migration Order expires on May 11, 2023, which will likely increase the migration and the relocation of Migrants within the United States and its cities, particularly the City of New York; and

WHEREAS, on May 5, 2023, as a result of the strain placed on the City of New York by Migrants already in the City, the Mayor of the City of New York announced plans to bus Migrants arriving in the City to counties outside of the City of New York, without assessing the capabilities of counties outside of the City of New York to house and feed vulnerable Migrant populations and lacking all authority or jurisdiction to require the same; and

WHEREAS, New York City, as a “sanctuary city,” provides services to Migrants and receives reimbursement for such services from the State of New York, but the County of Oneida is unlikely to receive reimbursement for such services from the State of New York; and

WHEREAS, on May 9, 2023, the Governor of the State of New York declared a disaster emergency within the State of New York, finding and declaring that upon the expiration of the COVID-19 Migration Order, a humanitarian disaster is imminent; and

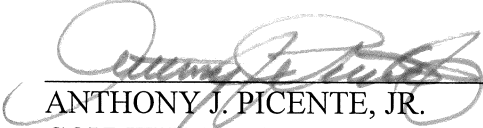
WHEREAS, the County of Oneida strives to be a welcoming community and recognizes the contributions of refugees, immigrants, and lawful migrants to the County’s development and emergence as the cultural and economic center of the State; however, unrestricted, unlawful migration poses a grave risk to the social, health, and emergency services resources of the County, particularly during this period of economic growth when the County’s inventory of housing and emergency housing is at historic lows; and

WHEREAS, should the City of New York or State of New York abruptly transport large numbers of Migrants to the County, the mass arrival of these Migrants will create a social, health, and emergency services crisis, causing an increase in homelessness, and will threaten the health and public safety of County residents and any relocated Migrants; and

WHEREAS, pursuant to New York State Executive Law Section 24 and Oneida County Administrative Code Section 302(k), the County Executive is empowered to proclaim and declare a local state of emergency upon a reasonable apprehension of a public emergency or an emergency affecting the life, health, and safety of inhabitants of the County;

NOW THEREFORE, I PROCLAIM AND DECLARE a local state of emergency within the County of Oneida, effective beginning May 11, 2023 and continuing until June 9, 2023, unless I rescind or extend such local state of emergency.

This proclamation shall be executed in quadruplicate and filed within seventy-two hours or as soon thereafter as practicable in the office of the Clerk of Board of Legislators, the office of the County Clerk, the New York Secretary of State, and the New York State Office of Emergency Management withing the Division of Homeland Security and Emergency Services.



ANTHONY J. PICENTE, JR.
COUNTY EXECUTIVE

DATE: 5-11-23



**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

May 3, 2023

FN 20 23-169

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

**ECONOMIC DEVELOPMENT
& TOURISM**

WAYS & MEANS

Re: Tentative Collective Bargaining Agreement Between the County of Oneida, the Board of Trustees of Mohawk Valley Community College and the Mohawk Valley Community College Adjunct and Part-Time Association (APA)

Dear County Executive Picente:

Attached, please find correspondence from Dr. Randall J. VanWagoner, President of Mohawk Valley Community College (MVCC) that details the highlights of the tentative collective bargaining agreement, as well as a copy the tentative agreement, between Oneida County, MVCC and APA. If ratified, this agreement will cover the period of September 1, 2022 through August 31, 2025. The tentative agreement has been ratified by APA and the MVCC Board of Trustees. It now requires ratification by the Oneida County Board of Legislators.

I was the County's representative on the management bargaining team for this agreement and negotiations were accomplished over the course of nine (9) sessions beginning on November 16, 2022 and concluding on March 24, 2023. I believe that this contract settlement is fair to employees and taxpayers, and will assist MVCC to carry out its mission. As such, I recommend approval of this agreement and ask that you forward the same to the Board of Legislators for consideration at their May meeting.

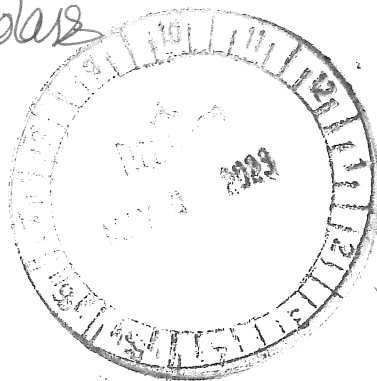
Last, I would like to thank both negotiating teams for their efforts in bringing this matter to conclusion. As always, I am available to answer any questions or concerns that either you or the Board of Legislators may have regarding this matter.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

cc: County Attorney



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

Anthony J. Picente, Jr.
County Executive

Date 5-3-23



1101 Sherman Drive
Utica, New York 13501-5394
www.mvcc.edu

Office of the President
Tel 315-792-5333
Fax 315-792-5678

April 12, 2023

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

Dear ^{Tony}Hon. Picente:

I am pleased to forward for your review a revised three-year contract that the members of the MVCC Adjunct and Part-time Association (APA) have ratified, and we anticipate will be ratified by the MVCC Board of Trustees on April 17, 2023. This collective bargaining agreement is within the parameters set forth by the MVCC Board of Trustees and was accomplished under the guidance of our counsel from the Oneida County Attorney's Office.

BACKGROUND

Negotiations began on November 16, 2022. The parties met 9 times in total. The tentative agreement was approved by the APA membership.

Significant Economic Agreements

Length of Agreement

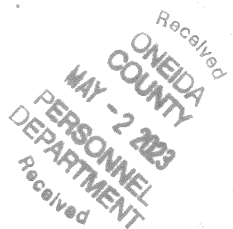
Tentative Agreement for three (3) years – September 1, 2022 through August 31, 2025

Compensation

Annual salary increase for Part-time professionals of 2.5% or \$1.00 in first two years and 2.5% in year 3; Cost is \$136,925

Annual salary increase for adjuncts of 2.5% each year. One blended weighted rate for adjuncts combining the 3 separate rates for class period, practicum period and Airframe and Powerplant; Cost is \$100,984.88

Annual increases for tutors of 18% in year 1 to be more competitive and 2.5% increase in years 2 and 3; Cost is \$38,820.92



April 12, 2023

Annual increase for Assistant Coaches of 2.5% per year. Assistant coaches no longer tied to 50% of the practicum rate for adjuncts; Cost is \$4,852

Other Economic Agreements

Added language to require mandatory compliance training to be completed during normal work times. Savings is \$76,566

There are additional economic agreements that are lesser in cost or saving than those highlighted above. The package, when calculated in totality over the three years, is a 2.54% annual increase. (Net three-year cost of \$231,299)

If there are any questions about this agreement or about the changes it contains, please do not hesitate to call me directly.

Sincerely,



Randall J. VanWagoner, Ph.D.
President

Enclosures

cc: MVCC Board of Trustees
Crystal Marceau, Executive Director of Human Resources
Tom Squires, Vice President for Administrative Services
Peter Rayhill, County Attorney

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ARTICLE 2 -ASSOCIATION AND EMPLOYEE RIGHTS

2.1 Association Membership. The Employer and the Association hereby agree that employees have the right to freely organize, join or support, or refrain from joining or supporting, the Association for the purpose of engaging in collective bargaining or negotiation and other lawful, concerted activities for mutual aid and protection. The Employer and the Association undertake and agree that they will not directly or indirectly deprive, coerce, or harass any employee in the enjoyment of any right conferred upon him/her by the provisions of Article 14 of the Civil Service Law; that they will not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership, or lack thereof, in the Association or his/her participation, or lack thereof, in any lawful activity of this Association or in collective negotiations with the Employer or his/her institution of any grievance or complaint under this agreement.

2.2 Use of Facilities. The Association, or its representatives, shall be permitted to transact official Association business on College property conditioned upon the understanding that such usage not conflict with normal college operations. The Association will make advance arrangements with the College pursuant to College policy and procedures.

2.3 Dues Deductions.

A. The Association shall notify the Employer, in writing, as to the amount of its dues and any change thereof. Upon receipt of appropriate individual member written authorization, the Employer shall deduct the regular membership dues of the Association from the wages of each such member and remit said deductions promptly to the Association ~~until otherwise notified in writing by the member unless and until the Association's right to dues deduction is terminated pursuant to Civil Service Law.~~

~~Agency Fee. The Association shall be entitled to the benefit of Agency Fee.~~

B. The Association shall hold the College harmless against any and all claims, suits or other liabilities that shall or may arise by reason of action taken by the College to comply with this Section.

2.4 Meetings of the Parties. The College and Association shall each appoint up to three (3) representatives to a committee empowered to meet and discuss general matters arising from the operations of this Agreement. Meetings of the committee may be initiated by either party through written request to the other. The committee shall have no authority to discuss any matter that has been formally submitted as a grievance or in negotiations.

2.5 Equal Employment Opportunities. All applicants possessing the required qualifications shall receive equal opportunity for employment and upon employment shall be treated equally regardless of race, color, age, religion, sex, marital status, disability, sexual orientation, national origin, military status, or political affiliation in all matters including but not limited to recruitment, employment, upgrading, promotions, demotions, transfers, lay-offs, terminations, training, rates of pay and/or other forms of compensation.

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Additionally, the provisions of this Agreement shall be applied equally to all qualified employees without discrimination as listed above. Nothing in this provision shall limit an employee's rights to pursue a remedy to a violation of this Article, which may include actions outside of the contractual Grievance Procedure.

2.6 Curriculum. The parties recognize that curriculum determinations are reserved exclusively to the Board and/or as directed by the State University of New York or the State Education Department. Unit member recommendations in the area of curriculum may be sought through the appropriate ~~Centers-Schools~~ and following procedures adopted by a college-wide committee of faculty.

No change to 2.7 through 2.13

Dated: 1/27/2023

FOR THE COLLEGE:

By: Crystal Marceau
Crystal Marceau

Dated: 27 Jan 2023

FOR THE ASSOCIATION:

By: Dennis Rahn
Dennis Rahn

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APA Counter Proposal 27 January 2023

(to College Economic Proposal 11/22/2022)

Article 4.3 D Independent Study shall mean instruction in a credit bearing course not offered by the College which has received academic department school approval. Enrollment shall be limited to one (1) student. Adjunct participation in Independent Study is voluntary

Article 4.3. K Customized Study shall mean instruction in a course offered at the College's discretion that is required for a student to complete his or her degree or program of study. Enrollment shall be limited to one (1) student. Adjunct participation in Customized Study is voluntary.

Article 8.10. A. Independent Study. A bargaining unit member who teaches an Independent Study course shall be paid at the New York State Resident Part-time Tuition rate multiplied by the number of credit hours granted to the student or students for the Independent Study.

Article 8.10 B. Customized Study. A bargaining unit member who teaches a Customized Study course shall be paid at the New York State Resident Part-time Tuition rate multiplied by the number of credit hours granted to the student or students for the Customized Study.

Dated: 1/27/2023

For the College:
By: Cynthia Marceau
Cynthia Marceau

Dated: 2/14/2023

For Association:
By: Dennis Rahn
Dennis Rahn

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COLLEGE PROPOSAL - 11/22/2022

4.5 ~~The parties shall form a committee to discuss the distribution of substitute work in the Airframe and Powerplant program. This committee shall consist of equal numbers of Association and College representatives. The committee shall submit an agreed-upon recommendation to the President of the College by August 31, 2019.~~

Dated: 1/27/2023

FOR THE COLLEGE:

By: *Crystal Marceau*
Crystal Marceau

Dated: 27 Jan 2023

FOR THE ASSOCIATION:

By: *Dennis Rahn*
Dennis Rahn

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APA ECONOMIC PROPOSAL - 11/16/2022

5.3 Part-Time Professional Assignment Notice. The professional obligation of a part-time professional staff employee shall begin on the first day of assignment and continue to the last day of the assignment. The College shall notify part-time professional employees of their hourly rate of pay, scheduled work times, title, expected duration of assignment, and supervisor. In the event an employee is asked to work beyond their normally scheduled work hours or workdays the employee may decline. Declining such hours / days shall not impact future assignments or be subject to evaluation or discipline.

FOR THE COLLEGE:

Dated: 1/27/2023

By: Crystal Marceau
Crystal Marceau

FOR THE ASSOCIATION:

Dated: 27 Jan 2023

By: Dennis Rahn
Dennis Rahn

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COLLEGE COUNTERPROPOSAL - 1/27/2023

ARTICLE 5.5 (NEW)

5.5 Episodic Remote Work. On an episodic, temporary, or as needed basis a part-time professional employee may request to work remotely. The immediate supervisor may approve or deny the employee's request. The decision to approve or deny the request may be based on the nature of the part-time employee's duties and does not set a precedent for future requests. If approved, the College is not obligated to provide equipment, software or reimburse the part-time professional for other expenses needed to perform such work.

Dated: 1/27/2023

FOR THE COLLEGE:

By: 
Crystal Marceau

Dated: 27 Jun 2023

FOR THE ASSOCIATION:

By: 
Dennis Rahn

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ARTICLE 6 -EVALUATION AND DISCIPLINE

No changes to 6.1 and 6.2

6.3 Investigations. When the College has determined it is necessary to remove an employee from their regular assignment pending an investigation into alleged misconduct, that action shall not be considered disciplinary and shall be an administrative leave with pay.

6.36.4 Discipline. The parties affirm that there shall be no requirement of "progressive discipline" but that all disciplinary action taken shall be at an appropriate level. An employee has the right of association representation -at every step of the disciplinary process. Should the employee choose to have an Association representative present, the interview shall be scheduled within a reasonable time when such representation is available.

A. ~~Notice of Reason~~ Following an investigation by the College regarding a concern or concerns involving an employee, ~~the initiation of a disciplinary charge against an employee shall be in writing with a copy to the employee. This document shall include penalty sought from the College and shall inform the employee of his/her right of Association representation~~ a notice of discipline shall be made in writing and served upon the employee with a copy to an Association representative. Such notice to the employee shall be delivered in person or by US mail to the employee's address of record. The specific acts for which the discipline is being imposed and the penalty shall be specified in the notice.

B. ~~The employee shall have an opportunity to present any relevant information concerning the charge to the Executive Director of Human Resources within 20 days of the Notice of Reason. This time limit may be extended by mutual agreement of the College and the Association. If the employee disagrees with the disciplinary action, the employee and/or the Association may submit a grievance at Step 1 of the grievance procedure as specified in Article 7. In the case of termination may escalate to Step 3 of the grievance procedure. Failure to submit a grievance within ten (10) working days of receipt of the notice of discipline will constitute acceptance of the imposed penalty by the employee and the Association and the matter will be settled in its entirety. This time limit may be extended by mutual agreement of the College and the Association.~~

(u) (u) the Association

(u) (u) (u) (u)

C. ~~Should the College continue to believe discipline is appropriate, a Disposition of Charge shall be issued no later than 60 days from the date of the Notice of Reason. This time limit may be extended by mutual agreement of the College and the Association.~~

C. No Precedent Established. The disposition of any particular case short of arbitration shall not constitute a precedent nor prejudice the position of either party with respect to matters processed hereunder.

D. Bargaining unit members shall not bring private attorneys to investigations, hearings, grievances, or arbitrations without prior approval of the College and the Association.

Dated: 1/27/2023

For College:
By: Crystal Morcean
Crystal Morcean
For Association:

Dated: [Signature]

By: [Signature]
Dennis Pohn

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COUNTY
MAY - 2 2023
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ARTICLE 7 - GRIEVANCES

The Parties mutually agree that all grievances will be processed free of coercion, discrimination, or reprisal. Informal settlements at any stage shall bind the immediate parties to the settlement but shall not constitute a precedent with regard to any grievances that may later be filed.

7.1 Definition of Grievance

A grievance is defined as an allegation by the Association or a member or members of the bargaining unit of misinterpretation, misapplication, or discriminatory application of a specific term, condition, or provision of this agreement by the College.

7.2 Grievance Procedure

The grievance procedure shall be as follows:

A. Step 1 - Informal:

1. Prior to the filing of any written grievance, the grievant (the Association or the grieving employee) will attempt to resolve the grievance informally with the immediate administrative supervisor.
2. If a grievance has unit-wide implication, the "immediate administrative supervisor" shall be the College's Executive Director of Human Resources.

B. Step 2 - Human Resources:

1. ~~If there is no satisfactory resolution at Step 1, the Association and only the Association, may file a written grievance at Step 2~~ Written filing of a grievance at Step One will be with the Executive Director of Human Resources or the Executive Director's designee and will be no later than thirty-two (20) calendar business days following the date on which the act or omission giving rise to the grievance occurred or the date on which the grievant first knew or reasonably should have known of such act or omission if that date is later.
2. The Step 2 Grievance shall contain the circumstances of the alleged violation, misinterpretation or misapplication or discriminatory application of the Agreement, the date of the alleged violation, and the remedy sought.
3. ~~The Executive Director of Human Resources or the Executive Director's designee may request the grievant to meet in an effort to resolve the grievance. The Executive Director of Human Resources or the Executive Director's designee shall reply~~
4. ~~to the grievant, in writing, within fifteen calendar~~ ten (10) business days following the Executive Director's receipt of the grievance.

C. Step 3 - Arbitration: Two:

In the event that the grievance is not resolved at Step 2 One, the Association, and only the Association, may submit the issue to arbitration. The Association must file a

ONEIDA COUNTY PERSONNEL DEPARTMENT
MAY - 2 2023
Received

demand for arbitration no later than ~~30 calendar~~ ten (10) business days from the unsatisfactory resolution of Step One². ~~Following Step One, the decision to further process the grievance to arbitration belongs exclusively to the Association.~~

The Voluntary Labor Arbitration Rules of the American Arbitration Association shall apply in the selection of an arbitrator and all proceedings relating to the arbitration of the Grievance.

~~The parties shall establish a permanent list of four (4) Arbitrators for consideration to preside over the Arbitration process. Such permanent list shall consist of Arbitrators mutually agreed upon by the parties. Prior to utilizing the services of the Public Employment Relations Board or the American Arbitration Association, the parties shall explore the possibility of agreement to use an Arbitrator from the permanent list. Should the parties be unable to mutually select an Arbitrator from the permanent list they shall proceed by utilizing the services of the Public Employment Relations Board or the American Arbitration Association.~~

~~Prior to the conclusion of each contract year, the parties' representatives shall review the current list and consider possible updates. Either party may remove one (1) or more Arbitrators from the list. However, replacements must be mutually agreed upon.~~

It is understood that the President of the College or the President of the Association may request a meeting to settle the issue of the grievance at any point in this process subsequent to the filing of a written grievance.

~~7.3~~ — Arbitration

The arbitrator shall have no power to add to or subtract from, modify, or expand the provisions of this Agreement in arriving at the determination; shall confine the decision solely to the interpretation of this Agreement; and shall not require either party to do or refrain from doing an act beyond his/her/its/their powers, as provided by law or otherwise.

The arbitrator shall consider only the precise issue submitted for arbitration, and shall have no authority to determine any other issue or question not so submitted, nor included in the decision observations or declarations of opinion not essential to the reaching of the determination.

A record of the proceedings shall be made if requested by the College or the Association at the cost of the requestor or requesters. All fees and expenses of the arbitrator shall be equally divided between the College and the Association; except that each shall bear the cost of preparing and presenting its own case.

The award of the arbitrator shall be in writing, shall be signed by the arbitrator, and shall be final and binding on the parties and be subject only to the provisions of Article 75 of the New York Civil Practice Law and Rules.

The College and the Association may mutually agree, in writing, to extend the time limits herein specified.

Dated: 1/27/2023

For College:
By: Crystal Moreau
CRYSTAL Moreau
For the Association

Dated: 27 Jan 2023

By: Dennis Rohn
Dennis Rohn

Received
ONEIDA
COUNTY
PERSONNEL
MAY - 2 2023
DEPARTMENT
Received

COLLEGE COUNTERPROPOSAL - 03/24/2023

ARTICLE 8.1 - COMPENSATION AND ECONOMIC CONSIDERATION

8.1 Basic Wage Adjustment.

A. Adjunct Faculty

Rates paid adjunct faculty shall be increased as indicated on the first day of instruction of the following academic years:

	<u>Class Period</u>	<u>Practicum Period</u>	<u>Airframe and Powerplant</u>
2017-2018 <u>2022-2023</u>	\$51.16 <u>\$56.11</u>	\$43.29	\$46.44
2018-2019 <u>2023-2024</u>	\$52.54 <u>\$57.66</u> <u>57.51</u>	\$44.46	\$47.69
2019-2020 <u>2024-2025</u>	\$53.96 <u>\$59.25</u> <u>58.95</u>	\$45.66	\$48.98

Adjuncts in the Airframe and Powerplant program shall be compensated at the rate above for each clock hour.

B. Part-time Professional:

Part-time Professional hourly wages shall be increased as indicated:

<u>Effective</u>	<u>Increase</u>
<u>2022-2023</u>	<u>Current hourly rate plus \$1.00 or 2.5%, whichever is greater</u>
<u>2023-2024</u>	<u>2022-2023 hourly rate plus \$1.00 or 2.5%, whichever is greater</u>
<u>2024-2025</u>	<u>2023-2024 hourly rate plus 2.5%</u>

C. Adjunct faculty who retired from full-time employment at the College prior to or during this Agreement shall be paid at the rate of ~~\$63.95~~ \$66.76 per contact hour until August 31, ~~2018~~ 2022. As of September 1, ~~2018~~ 2022, ~~the~~ at ~~rates~~ shall increase as indicated to \$65.00 per contact hour.

<u>Effective</u>	<u>Increase</u>
<u>2022-2023</u>	<u>\$68.10 per contact hour</u>
<u>2023-2024</u>	<u>\$69.46 per contact hour</u>
<u>2024-2025</u>	<u>\$70.85 per contact hour</u>

D. Part-Time Tutors:

1. Any existing wages for Part-Time Tutors below the minimum will be brought to the minimum provided below or given 2.5% increase whichever is higher.

<u>Effective</u>	<u>Associates</u>	<u>Bachelor's</u>	<u>Master's</u>
<u>2022-2023</u>	<u>\$16.50</u>	<u>\$19.24</u>	<u>\$22.10</u>
<u>2023-2024</u>	<u>\$16.95</u>	<u>\$19.77</u>	<u>\$22.71</u>
<u>2024-2025</u>	<u>\$17.42</u>	<u>\$20.31</u>	<u>\$23.33</u>

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ONEIDA
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MAY - 2 2023
Received

2. If there is a gap in a tutor's employment of no more than six (6) months, the tutor shall be considered a continuing employee and shall on return to employment receive any negotiated increases to their previous rate. If there is a gap in a tutor's employment greater than six (6) months the tutor shall, at the sole option of the College, be considered a new employee and will start at the appropriate rate for the tutor's degree.

3. The parties agree that if a tutor earns a new degree, the tutor is responsible for submitting a transcript confirming that new degree. Any failure or delay in submitting such a transcript shall not obligate the College to provide retroactive payment for work performed prior to submission.

D. Part-Time Assistant Coaches

1. ~~Part-Time Assistant Coaches shall be compensated at one-half (50%) of the practicum rate.~~

The College will assign each sport a number of coaching hours based on the length of that sport's season, the number of home and away games played in that sport and the number of practices to be held during the season. The Part-Time Assistant Coach will be compensated by multiplying the number of coaching hours by the rates as indicated: one-half (50%) of the practicum rate.

<u>Effective</u>	<u>Increase</u>
<u>2022-2023</u>	<u>\$24.00</u>
<u>2023-2024</u>	<u>\$24.60</u>
<u>2024-2025</u>	<u>\$25.22</u>

E. Nothing herein shall prevent the granting of selective increases by the College. Any selective increase given is separate and apart from any annual increase or retroactive increase.

F. The following shall not disqualify a bargaining unit member from receiving increases under this article:

1. Changes in title
2. Changes from adjunct to part-time professional
3. Changes from part-time professional to adjunct

FOR THE COLLEGE:

Dated: 3/24/2023

By: Crystal Marceau
Crystal Marceau

FOR THE ASSOCIATION:

Dated: 3-24-2023

By: Dennis Rahn
Dennis Rahn

APA COUNTERPROPOSAL - 1/03/2023

8.5 Other than college wide mandatory compliance training and Ssubject to the availability of employees outside of normal work times, bargaining unit members shall be compensated per Section 8.6 for attending all mandatory or expected events. If an employee attends or does not attend a meeting or event that is voluntary, such attendance or non-attendance shall not be used in discipline, evaluation, in the assignment of work, or in the assignment of classes. Part-time professional employees shall complete college wide mandatory compliance training during their normally scheduled work hours. Adjuncts shall complete college wide mandatory compliance training as part of their professional duties.

Dated: 1/27/2023

FOR THE COLLEGE:
By: Crystal Marceau
Crystal Marceau

Dated: 27 Jan 2023

FOR THE ASSOCIATION:
By: Dennis Rahn
Dennis Rahn

Received
ONEIDA
COUNTY
PERSONNEL
DEPARTMENT
1 MAY - 2 2023
Received

ARTICLE 9 - WEB-BASED COURSES

9.1

- A. ~~Definition. A web-based course is a course approved by the College for online instruction. A hybrid course eligible for compensation is a course approved by the College for online instruction of which at least twenty percent (20%) is delivered online. If a web-based course consists of an off-the-shelf, pre-authored, or uploadable media from a publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit member but it is not subject to compensation as described herein.~~ An online course is defined where all Structured Instructional Activities (SIA) and contact hours are online. An online course can be defined during the development phase as containing synchronous or asynchronous delivery or a mixture of both asynchronous and synchronous delivery. However, when an instructor elects for an online course to have synchronous delivery, the synchronous meetings will be listed with a day and meeting time in the Course Search for a semester and the course will not be convertible to asynchronous delivery without mutual agreement between the college and the bargaining unit member.
- B. **Hybrid Courses:** A hybrid course has online contact hours (synchronous or asynchronous delivery) that displaces at least 50% of the SIA Hours that would normally take place in a scheduled in-person, face-to-face class. This includes instruction, learning activities, and interactions. A hybrid class is designed to integrate face-to-face and online activities so that they reinforce, complement, and elaborate on one another, instead of treating the online component as an add-on or duplicate of what is taught in the classroom. All In-person and synchronous online class meeting days/times must be listed in the course search.
- C. **Synchronous Delivery:** Synchronous class meetings resemble traditional on-campus In-Person classes in that students must be (virtually) present at the same time. Though they are conducted virtually, synchronous classes meet in real-time. Students must commit to scheduled class times and sign onto their virtual learning platform on schedule. During these classes, students will engage with the instruction during online lessons and presentations and have virtual class discussions. All Synchronous class meeting days/times must be listed in the Course Search. Synchronous instruction will be considered a part of the SIA for a course and is a choice made before or during development and can only be changed upon mutual agreement between the college and the bargaining unit member.
- D. **Asynchronous Delivery:** Asynchronous class meetings do not require you to log into the Learning Management System (LMS) at a specified time. Students do not have to follow a strict schedule to engage in live classes or discussions. Assignment deadlines and exams days/times are maintained and included on the class syllabus posted in the LMS.
- E. If the SIA for an online or hybrid web-based course consists of more than 50% of an off-the-shelf, pre-authored, or an unloadable cassette/CD/DVD from a book publisher or any other multi-media vendor, it is defined as a prefabricated web-based course. Such a prefabricated course may be used as a web-based course by a bargaining unit member, but it is neither subject to ownership nor compensation as described herein.

9.2 **Basis of Participation.** Participation in web-based online courses shall be voluntary for all bargaining unit members.

9.3 **Technical Support and Training.** The College is committed to providing

the best training and technical support possible to instructors of ~~web-based~~ online courses both during the developmental period and when the course is offered. Bargaining unit members who intend to create online courses must be trained in the technology, special skills and methods necessary for online instruction including retraining to address changes in technology. Training will be offered by the College at a mutually agreeable time. The statement of principle contained herein and the commitment to training contained herein are not subject to the arbitration step of the grievance process.

To have well developed online course offerings, the College will identify courses for development at least one (1) full semester before the first delivery of that course. For example, development must be initiated by the end of a current fall semester to be delivered for the next fall semester.

The first time a member develops a course, they will receive a stipend equivalent to a 3 contact/(credit) hour assignment to participate in a training and development offering where the member will be trained on best practices and teaching methods in the College's online Learning Management System (LMS). By the end of that training, the College will review and approve the course before delivery. After a member is trained in online development, future courses that are developed require the same review and approval before delivery. In future developments, training is optional, and all courses developed through the training course or thereafter will be considered property of the college.

9.4 **Class Size.** Beginning with the ratification of this Agreement, all ~~web-based~~ online courses will have a cap of 25 students. Upon mutual written agreement with the bargaining unit member, the cap may be raised above 25, but not to exceed 40.

The first offering of any newly developed online course shall not exceed 17 or the natural course capacity for the first semester the course is delivered.

9.5 **Assignment.**

- A. Bargaining unit members may develop and may teach web-based courses
- B. Should the College offer a web-based course developed by a bargaining unit member, the bargaining unit member shall receive consideration based on the criteria in Section ~~3.2.B~~ 9.3.

~~9.6 Compensation:~~

- ~~A. Compensation for course development shall be \$625 per credit hour.~~
- ~~B. Compensation for the first semester a course is taught shall be \$250 per credit hour in addition to compensation as set forth in Article 6.~~

FOR THE COLLEGE:

Dated: 11/27/2023

By: Crystal Marceau
Crystal Marceau

FOR THE ASSOCIATION:

Dated: 29 July 2023

By: Dennis Rahn
Dennis Rahn



**ONEIDA COUNTY
DEPARTMENT OF PLANNING**

Boehlert Center at Union Station
321 Main St., Utica NY 13501
Phone: (315) 798-5710 Fax: (315) 798-5852

ANTHONY J. PICENTE, JR.
County Executive
James J. Genovese II
Commissioner

May 18, 2023
Anthony J. Picente, Jr.
County Executive
Oneida County Office Building
800 Park Avenue
Utica, New York 13501

FN 20 23-170
ECONOMIC DEVELOPMENT
& TOURISM
WAYS & MEANS

Re: NYS Office of Community Renewal – 2021 Consolidated Funding Application –
Economic Development Grant Project

Dear County Executive Picente:

In a continuing effort to assist businesses throughout Oneida County, we received funding for a Community Development Block Grant (CDBG) made available by the New York State Office of Community Renewal (OCR) through the 2021 New York State Consolidated Funding Application.

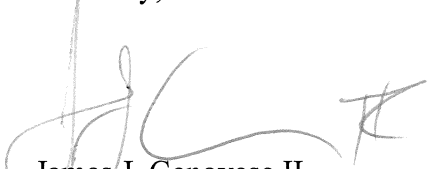
Based on the requirements from the OCR, Oneida County must hold another hearing for our CDBG project 846ED1000-21 for the Oneida County Economic Development Grant Program for the amount not to exceed \$120,000. This funding has assisted Square One Coating Systems, LLC to support and foster its development and expansion. This grant allowed the business to hire eight new employees, six of whom were low to moderate-income, and assisted with the purchase of equipment required to expand the business. Since Utica and Rome are entitlement communities under the U.S. Department of Housing and Urban Development CDBG Program, their residents were not eligible for this program.

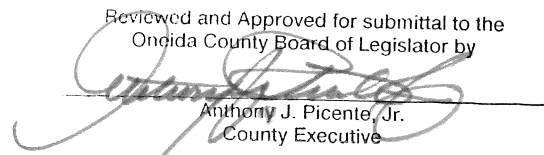
Since the CDBG program does not require a local match, no Oneida County dollars have been expended on this project. This grant has been administered by Mohawk Valley EDGE on behalf of Oneida County.

Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to conduct the mandated public hearing on the CDBG project on July 12, 2023, at 2:00 p.m., as required by the statutory requirements of the CDBG program.

Should you have any questions regarding this matter please contact me.

Sincerely,


James J. Genovese II
Commissioner
Oneida County Department of Planning

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

Anthony J. Picente, Jr.
County Executive
Date 5-19-23

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Oneida County Board of Legislators will conduct a public hearing on **July 12, 2023, at 2:00 p.m. in the Oneida County Board of Legislators Chambers, 10th floor, 800 Park Avenue, Utica, New York** to hear public comments regarding Oneida County's current Community Development Block Grant (CDBG) project: 846ED1000-21 Oneida County Economic Development Grant Program in the amount not to exceed \$120,000. The project involved assisting Square One Coating Systems, LLC in its development and expansion, allowing it to purchase equipment and hire new employees, including six low- to moderate-income employees.

The CDBG program is administered by the New York State Office of Community Renewal (OCR), and provides resources to eligible local governments for housing, economic development, public facilities, public infrastructure, and planning activities, with the principal purpose of benefitting low/moderate income persons. The hearing will provide further information about the progress of the ongoing CDBG project. Comments related to the effectiveness of the administration of the CDBG project and comments related to this economic development project for Square One Coating Systems, LLC will also be received at this time. The hearing is being conducted pursuant to Title 24, Section 570.486, Subpart I of the CFR, and in compliance with the requirements of the Housing and Community Development Act of 1974, as amended. All persons who wish to be heard and to express their views concerning the program may appear and speak at the hearing.

The Oneida County Board of Legislators Chambers is accessible to persons with disabilities. If special accommodations are needed for persons with disabilities, those

with hearing impairments, or those in need of translation from English, those individuals should contact Mikale Billard at 315-798-5404, in advance of the hearing date to allow for necessary arrangements. Written comments may also be submitted to Amy Heiderich, Oneida County Department of Planning, 321 Main Street, Utica, New York, until July 13, 2023.

DATED: May 18, 2023

Anthony J. Picente Jr.
Oneida County Executive



Amanda L. Cortese-Kolasz
Commissioner of Personnel

**ONEIDA COUNTY
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986
Phone: (315) 798-5726 ♦ Fax: (315) 798-6490

FN 20 23-171

May 1, 2023

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

GOVERNMENT OPERATIONS
WAYS & MEANS

Re: Revised Harassment and Discrimination Prevention Policy

Dear County Executive Picente:

As you know, New York State requires that employers adopt a sexual harassment prevention policy in compliance with the State's model policy. Oneida County's Harassment and Discrimination Prevention Policy covers all forms of unlawful harassment and discrimination, rather than limiting the same to sexual harassment, but incorporates all necessary provisions to comply with the State's model sexual harassment prevention policy.

To remain in line with recent amendments to the law, New York State has published a revised model sexual harassment prevention policy. This necessitates amendments to the Oneida County Harassment and Discrimination Prevention Policy. I have prepared an amended County policy that incorporates all necessary revisions, and the same is enclosed herewith.

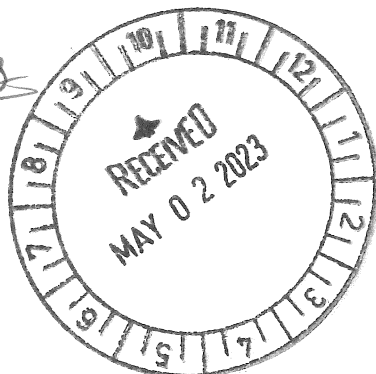
I respectfully request that you forward this request to the Board of Legislators for consideration at their next meeting. As always, I am available to address any questions or concerns either you or the Board may have.

Respectfully submitted,

Amanda L. Cortese-Kolasz
Commissioner of Personnel

Enclosure

cc: County Attorney



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

Anthony J. Picente, Jr.
County Executive

Date 5-1-23

ONEIDA COUNTY HARASSMENT AND DISCRIMINATION PREVENTION POLICY

A. Objective

1. Oneida County strives to create and maintain a work environment in which people are treated with dignity, decency and respect. The environment of Oneida County should be characterized by mutual trust and the absence of intimidation, oppression and exploitation. Oneida County will not tolerate unlawful discrimination or harassment of any kind. The purpose of this policy is to teach Employees and Covered Individuals to recognize discrimination, including discrimination due to an individual's intersecting identities, and provide the tools to take action when it occurs. Through enforcement of this Policy and by education of Employees, Oneida County will seek to prevent, correct and discipline behavior that violates this Policy.
2. Oneida County is committed to maintaining a workplace free from sexual harassment. Sexual harassment is a form of workplace discrimination that subjects an Employee to inferior conditions of employment due to their gender, gender identity, gender expression (perceived or actual), and/or sexual orientation. Sexual harassment is often viewed simply as a form of gender-based discrimination, but Oneida County recognizes that discrimination can be related to or affected by other identities beyond gender. All Employees are required to work in a manner that prevents sexual harassment in the workplace. This Policy is one component of Oneida County's commitment to a discrimination-free work environment.
3. Harassment and discrimination are against the law. Oneida County is committed to maintaining a workplace free from all forms of harassment and discrimination. Under the New York State Human Rights Law, it is illegal to discriminate based on sex, sexual orientation, gender identity or expression, age, race, creed, color, national origin, military status, disability, pre-disposing genetic characteristics, familial status, marital status, criminal history, or status as a victim of domestic violence. All Employees and Covered Individuals have a legal right to a workplace free from harassment and discrimination, and Employees and Covered Individuals can enforce this right by filing a complaint internally with Oneida County, with a government agency, or in court under federal, state or local antidiscrimination laws.
4. All Employees, regardless of their positions, are covered by and are expected to comply with this Policy and to take appropriate measures to ensure that prohibited conduct does not occur. Appropriate disciplinary action will be taken against any Employee who violates this Policy. Based on the seriousness of the offense, disciplinary action may include verbal or written reprimand, suspension, or termination of employment.
5. Managers and supervisors who knowingly allow or tolerate discrimination, harassment or retaliation, including the failure to immediately report such misconduct to the Commissioner of Personnel, are in violation of this Policy and subject to discipline.

B. Policy

1. This Policy applies to all Employees, applicants for employment, interns, whether paid or unpaid, contractors, individuals employed by contractors, subcontractors, vendors, consultants, anyone providing services in our workplace, and persons conducting business with Oneida County. In the remainder of this Policy, the term "Employee" refers to an individual employed by Oneida County and the term "Covered Individual" refers to all other individuals in this collective group.

2. Harassment

- a. Oneida County prohibits harassment of any kind and will take appropriate and immediate action in response to complaints or knowledge of violations of this Policy. For purposes of this Policy, harassment is any unwelcome or unwanted verbal or physical conduct designed to threaten, intimidate or coerce an Employee or Covered Individual.
- b. In New York, harassment does not need to be severe or pervasive to be illegal. Employees and Covered Individuals should not feel discouraged from reporting harassment because they do not believe it is bad enough, or conversely because they do not want to see a colleague fired over less severe behavior. Just as harassment can happen in different degrees, potential discipline for engaging in harassment will depend on the degree of harassment and might include education and counseling. It may lead to suspension or termination when appropriate.
- b. The following examples of harassment are intended to be guidelines and are not exclusive when determining whether there has been a violation of this Policy:
 - i. Verbal harassment includes comments that are offensive or unwelcome regarding a person's national origin, race, color, religion, gender, sexual orientation, age, body, disability or appearance, including epithets, slurs and negative stereotyping.
 - ii. Nonverbal harassment includes distribution, display or discussion of any written or graphic material that ridicules, denigrates, insults, belittles or shows hostility, aversion or disrespect toward an individual or group because of national origin, race, color, religion, age, gender, sexual orientation, pregnancy, appearance, disability, sexual identity, marital status or other protected status.
- c. Harassment of any kind, including sexual harassment, will not be tolerated. Any Employee at any level, including managers and supervisors, or Covered Individual who engages in sexual harassment, discrimination or retaliation will be subject to action, including remedial and/or disciplinary action, up to and including termination for an Employee. Harassers may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior.

i. What Is “Sexual Harassment?”

1. Sexual harassment is a form of gender-based discrimination that is unlawful under federal, state and, where applicable, local law. Sexual harassment includes harassment on the basis of sex, sexual orientation, self-identified or perceived sex, gender expression, gender identity and the status of being transgender. Sexual harassment is not limited to sexual contact, touching, or expressions of a sexually suggestive nature. Sexual harassment includes all forms of gender discrimination including gender role stereotyping and treating Employees or Covered Individuals differently because of their gender.
2. Understanding gender diversity is essential to recognizing sexual harassment because discrimination based on sex stereotypes, gender expression and perceived identity are all forms of sexual harassment. The gender spectrum is nuanced, but the three most common ways people identify are cisgender, transgender, and non-binary. A cisgender person is someone whose gender aligns with the sex they were assigned at birth. Generally, this gender will align with the binary of male or female. A transgender person is someone whose gender is different than the sex they were assigned at birth. A non-binary person does not identify exclusively as a man or a woman. They might identify as both, somewhere in between, or completely outside the gender binary. Some may identify as transgender, but not all do. Respecting an individual’s gender identity is a necessary first step in establishing a safe workplace.
3. Sexual harassment is unlawful when it subjects an individual to inferior terms, conditions, or privileges of employment. Harassment does not need to be severe or pervasive to be illegal. It can be any harassing behavior that rises above petty slights or trivial inconveniences. Every instance of harassment is unique to those experiencing it, and there is no single boundary between petty slights and harassing behavior. However, the Human Rights Law specifies that whether harassing conduct is considered petty or trivial is to be viewed from the standpoint of a reasonable victim of discrimination with the same protected characteristics. Generally, any behavior in which an Employee or Covered Individual is treated worse because of their gender (perceived or actual), sexual orientation, or gender expression is considered a violation of this Policy. The intent of the behavior, for example, making a joke, does not neutralize a harassment claim. Not intending to harass is not a defense. The impact of the behavior on a person is what counts. Sexual harassment includes any unwelcome conduct which is either directed at an individual because of that individual’s gender identity or expression (perceived or actual), or is of a sexual nature when:

A. The purpose or effect of this behavior unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment. The impacted person does not need to be the intended target of the sexual harassment;

B. Employment depends implicitly or explicitly on accepting such unwelcome behavior; or

C. Decisions regarding an individual's employment are based on an individual's acceptance to or rejection of such behavior. Such decisions can include what shifts and how many hours an Employee might work, project assignments, as well as salary and promotion decisions.

4. There are two main types of sexual harassment:

A. Behaviors that contribute to a hostile work environment include, but are not limited to, words, signs, jokes, pranks, intimidation, or physical violence which are of a sexual nature, or which are directed at an individual because of that individual's sex, gender identity, or gender expression. Sexual harassment also consists of any unwanted verbal or physical advances, sexually explicit derogatory, or discriminatory statements which an Employee or Covered Individual finds offensive or objectionable, causes an Employee or Covered Individual discomfort or humiliation, or interferes with the Employee or Covered Individual's job performance.

B. Sexual harassment also occurs when a person in authority tries to trade job benefits for sexual favors. This can include hiring, promotion, continued employment or any other terms, conditions, or privileges of employment. This is also called quid pro quo harassment.

5. Any Employee or Covered Individual who feels harassed is encouraged to report the behavior so that any violation of this Policy can be corrected promptly. Any harassing conduct, even a single incident, can be addressed under this Policy.

ii. Examples of Sexual Harassment

1. The following describes some of the types of acts that may be unlawful sexual harassment and that are strictly prohibited. **This list is just a sample of behaviors and should not be considered exhaustive.** Any Employee or Covered Individual who believes they have experienced sexual harassment, even if it does not appear on this list, should feel encouraged to report it:

A. Physical acts of a sexual nature, such as:

- Touching, pinching, patting, kissing, hugging, grabbing, brushing against another Employee or Covered Individual's body, or poking another Employee or Covered Individual's body; or
- Rape, sexual battery, molestation, or attempts to commit these assaults, which may be considered criminal conduct outside the scope of this policy (please contact local law enforcement if you wish to pursue criminal charges).

B. Unwanted sexual comments, advances, or propositions, such as:

- Requests for sexual favors accompanied by implied or overt threats concerning the target's job performance evaluation, a promotion, or other job benefits;
 - This can include sexual advances/pressure placed on a service industry employee by customers or clients, especially those industries where hospitality and tips are essential to the customer/employee relationship;
- Subtle or obvious pressure for unwelcome sexual activities; or
- Repeated requests for dates or romantic gestures, including gift-giving.

C. Sexually oriented gestures, noises, remarks or jokes, or questions and comments about a person's sexuality, sexual experience, or romantic history which create a hostile work environment. This is not limited to interactions in person. Remarks made over virtual platforms and in messaging apps when Employees or Covered Individuals are working remotely can create a similarly hostile work environment.

D. Sex stereotyping, which occurs when someone's conduct or personality traits are judged based on other people's ideas or perceptions about how individuals of a particular sex should act or look:

- Remarks regarding an Employee or Covered Individual's gender expression, such as wearing a garment typically associated with a different gender identity; or

- Asking Employees or Covered Individuals to take on traditionally gendered roles, such as asking a woman to serve meeting refreshments when it is not part of, or appropriate to, her job duties.

E. Sexual or discriminatory displays or publications anywhere in the workplace, such as:

- Displaying pictures, posters, calendars, graffiti, objects, promotional material, reading materials, or other materials that are sexually demeaning or pornographic. This includes such sexual displays on workplace computers or cell phones and sharing such displays while in the workplace;
- This also extends to any virtual, remote or offsite workspace and can include having such materials visible in the background of one's home during a virtual meeting.

F. Hostile actions taken against an individual because of that individual's sex, sexual orientation, gender identity, or gender expression, such as:

- Interfering with, destroying, or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
- Sabotaging an individual's work;
- Bullying, yelling, or name-calling;
- Intentional misuse of an individual's preferred pronouns; or
- Creating different expectations for individuals based on their perceived identities:
 - Dress codes that place more emphasis on women's attire;
 - Leaving parents/caregivers out of meetings.

iii. Who can be a Target of Sexual Harassment?

1. Sexual harassment can occur between any individuals, regardless of their sex or gender. Harassment does not have to be between members of the opposite sex or gender. New York Law protects Employees and

Covered Individuals. **Harassers can be anyone in the workplace.** Harassers can be a superior, a subordinate, a coworker or anyone in the workplace including an Employee, Covered Individual, client, customer, patient, constituent or visitor.

2. Sexual harassment does not happen in a vacuum and discrimination experienced by an Employee or Covered Individual can be impacted by biases and identities beyond an individual's gender. For example:
 - A. Placing different demands or expectations on black women Employees or Covered Individuals than white women Employees or Covered Individuals can be both racial and gender discrimination;
 - B. An individual's immigration status may lead to perceptions of vulnerability and increased concerns around illegal retaliation for reporting sexual harassment; or
 - C. Past experiences as a survivor of domestic or sexual violence may lead an individual to feel re-traumatized by someone's behaviors in the workplace.
3. Individuals bring personal history with them to the workplace that might impact how they interact with certain behavior. It is especially important for all Employee and Covered Individuals to be aware of how words or actions might impact someone with a different experience than their own in the interest of creating a safe and equitable workplace.

iv. Where can Sexual Harassment Occur?

1. Unlawful sexual harassment is not limited to the physical workplace itself. It can occur while Employees are traveling for business or at employer or industry sponsored events or parties.
2. Calls, texts, emails, and social media usage by Employee or Covered Individuals can constitute unlawful workplace harassment, even if they occur away from the workplace premises, on personal devices or during non-work hours.
3. Sexual harassment can occur when Employees or Covered Individuals are working remotely or offsite as well. Any behaviors outlined above that leave an Employee or Covered Individual feeling uncomfortable, humiliated, or unable to meet their job requirements constitute harassment even if the Employee or Covered Individual is at home when the harassment occurs. Harassment can happen on virtual meeting platforms, in messaging apps, and after working hours between personal cell phones.

3. Discrimination

- a. It is a violation of this Policy to discriminate in the provision of employment opportunities, benefits or privileges; to create discriminatory work conditions; or to use discriminatory evaluative standards in employment if the basis of that discriminatory treatment is, in whole or in part, the person's actual or perceived race, color, national origin, age, religion, disability status, gender, sexual orientation, gender identity, genetic information or marital status.
- b. Discrimination of this kind may also be strictly prohibited by a variety of federal, state and local laws, including Title VII of the Civil Rights Act 1964, the Age Discrimination Act of 1975 and the Americans with Disabilities Act of 1990. This Policy is intended to comply with the prohibitions stated in these anti-discrimination laws. Discrimination of any kind, including sexual harassment, is a violation of our policies, is unlawful, and may subject Oneida County to liability for the harm experienced by targets of discrimination. Discriminators may also be individually subject to liability and employers or supervisors who fail to report or act on harassment may be liable for aiding and abetting such behavior.
- c. Any Employee at any level, including managers and supervisors, who engage in discrimination in violation of this Policy will be subject to disciplinary measures up to and including termination. Discriminators may also be individually subject to liability and employers or supervisors who fail to report or act on discrimination may be liable for aiding and abetting such behavior.

4. Hostile Work Environment. A hostile work environment results from harassing conduct that has the purpose or effect of unreasonably interfering with an Employee or Covered Individual's work performance, or creates an intimidating, hostile, offensive or objectionable working environment.

5. Retaliation Prohibition: No Employee or Covered Individual shall be subject to adverse employment action or other adverse action because the Employee or Covered Individual reports an incident of harassment or discrimination, provides information, or otherwise assists in any investigation of a harassment or discrimination complaint. Oneida County will not tolerate such retaliation against anyone who, in good faith reasonably believes that they have witnessed or experienced such behavior, reports or provides information about suspected harassment or discrimination. However, filing groundless or malicious complaints is an abuse of this Policy and will be treated as a violation. Any Employee of Oneida County who retaliates against anyone involved in a harassment or discrimination investigation will be subjected to disciplinary action, up to and including termination. All Employees and Covered Individuals who believe they have been subject to such retaliation should inform a department head, supervisor, manager, or the Commissioner of Personnel. All Employees and Covered Individuals who believe they have been a target of such retaliation may also seek compensation in other available forums, as explained below in section I, "Legal Protections and External Remedies."

6. Oneida County will conduct a prompt and thorough investigation that is fair to all parties and ensures due process for all parties, whenever the Commissioner of Personnel, a department head, manager or supervisor receives a complaint about harassment or discrimination, or otherwise knows of possible harassment or discrimination occurring. Oneida County will keep the investigation confidential to the extent possible, and information is disclosed strictly on a need-to-know basis. The identity of the complainant is usually revealed to the parties involved during the investigation, and the Commissioner of Personnel and/or his/her designee will take adequate steps to ensure that the complainant is protected from retaliation during and after the investigation. All information pertaining to a complaint or investigation under this Policy will be maintained in secure files within the Personnel Department. Effective corrective action will be taken whenever harassment or discrimination is found to have occurred. Such corrective action may include discipline, up to and including termination. In addition to any required discipline, Oneida County also take steps to ensure a safe work environment for the Employee or Covered Individual who experienced the discrimination or harassment. All Employees, including department heads, managers and supervisors, and Covered Individuals are required to cooperate with any internal investigation of harassment or discrimination.

7. All Employees and Covered Individuals are encouraged to report any harassment, discrimination or behaviors that violate this Policy. Oneida County will provide all Employee and Covered Individuals a Complaint Form for Employee and Covered Individuals to report harassment and discrimination. A copy of said Complaint Form is attached hereto as **Exhibit A**. Use of this form is not required. For anyone who would rather make a complaint verbally, or by email, these complaints will be treated with equal priority. An Employee or Covered Individual who prefers not to report harassment to their manager or employer may instead report harassment to the New York State Division of Human Rights and/or the United States Equal Employment Opportunity Commission. Complaints may be made to both the employer and a government agency.

8. Department heads, managers and supervisors are **required** to report any complaint that they receive, or any harassment or discrimination that they observe or become aware of to the Commissioner of Personnel.

9. This Policy applies to all Employees and Covered Individuals, and all must follow and uphold this Policy. This Policy must be provided to all Employees upon hiring, should be posted prominently in all work locations to the extent practicable (for example, in a main office, not an offsite work location), and will also be available on the Oneida County Intranet.

C. Retaliation

1. Unlawful retaliation can be any action by an employer or supervisor that punishes an individual upon learning of a harassment claim, that seeks to discourage an Employee or Covered Individual from coming forward to make or support a harassment or discrimination claim, or that punishes those who have come forward. Adverse action need not be job-related or occur in the workplace to constitute unlawful retaliation (e.g., threats of physical violence outside of work hours or disparaging someone on social media).

2. Examples of retaliation may include, but are not limited to:

- a. Demotion, termination, denying accommodations, reduced hours, or the assignment of less desirable shifts;
- b. Publicly releasing personnel files;
- c. Refusing to provide a reference or providing an unwarranted negative reference;
- d. Labeling an Employee or Covered Individual as “difficult” and excluding them from projects to avoid “drama;”
- e. Undermining an individual’s immigration status; or
- f. Reducing work responsibilities, passing over for a promotion, or moving an individual’s desk to a less desirable office location.

3. Such retaliation is unlawful under federal, state and, where applicable, local law. The New York State Human Rights Law (“HRL”) protects any individual who has engaged in “protected activity.” Protected activity occurs when a person has:

- a. Made a complaint of harassment or discrimination, either internally or with any anti-discrimination agency;
- b. Testified or assisted in a proceeding involving harassment or discrimination under the HRL or other anti-discrimination law;
- c. Opposed harassment or discrimination by making a verbal or informal complaint to management, or by simply informing a department head, supervisor or manager of suspected harassment or discrimination;
- d. Reported that another Employee or Covered Individual has been harassed or discriminated against; or
- e. Encouraged a fellow Employee or Covered Individual to report harassment or discrimination.

4. Even if the alleged harassment or discrimination does not turn out to rise to the level of a violation of law, the individual is protected from retaliation if the person had a good faith belief that the practices were unlawful. However, this retaliation provision is not intended to protect persons making intentionally false charges of harassment.

D. Reporting Harassment and Discrimination

1. **Preventing harassment and discrimination is everyone's responsibility. Leadership matters. Supervisors and managers have a special responsibility to make sure Employees and Covered Individuals feel safe at work and that workplaces are free from harassment and discrimination.** Oneida County cannot prevent or remedy harassment or discrimination unless it knows about it. Any Employee or Covered Individual who has been subjected to behavior that may constitute harassment or discrimination is encouraged to report such behavior to a department head, supervisor, manager or the Commissioner of Personnel. Anyone who witnesses or becomes aware of potential instances of harassment or discrimination should report such behavior to a department head, supervisor, manager or the Commissioner of Personnel.
2. Reports of harassment or discrimination may be made verbally or in writing. A written Complaint Form is attached to this Policy, and all Employees and Covered Individuals are encouraged to use this Complaint Form, but use of the Complaint Form is not required. Employees and Covered Individuals who are reporting harassment or discrimination on behalf of other Employees or Covered Individuals may use the Complaint Form and note that it is on another Employee or Covered Individual's behalf. A verbal or otherwise written complaint (such as an email) on behalf of oneself or another Employee or Covered Individual is also acceptable.
3. Employees and Covered Individuals who believe they have been a target of harassment or discrimination may also seek assistance in other available forums, as explained below in section I, "Legal Protections and External Remedies."

E. Supervisory Responsibilities

1. All department heads, supervisors and managers have a responsibility to prevent harassment and discrimination. All department heads, supervisors and managers who receive a complaint or information about suspected harassment or discrimination, observe what may be harassing or discriminatory behavior or for any reason suspect that harassment or discrimination is occurring, **are required** to report such suspected harassment or discrimination to the Commissioner of Personnel. Managers and supervisors should not be passive and wait for an Employee or Covered Individual to make a claim of harassment. If they observe such behavior, they must act.
2. In addition to being subject to discipline if they engaged in harassing or discriminatory conduct themselves, department heads, supervisors and managers will be subject to discipline, up to and including termination, for failing to report suspected harassment or discrimination, or otherwise knowingly allowing harassment or discrimination to continue.
3. Department heads, supervisors and managers will also be subject to discipline, up to and including termination, for engaging in any retaliation.
4. While supervisors and managers have a responsibility to report harassment and discrimination, supervisors and managers must be mindful of the impact that harassment and a subsequent investigation has on victims. Being identified as a possible victim of harassment and questioned about harassment and discrimination can be intimidating, uncomfortable and re-traumatizing for

individuals. Supervisors and managers must accommodate the needs of individuals who have experienced harassment to ensure the workplace is safe, supportive, and free from retaliation for them during and after any investigation.

F. Bystander Intervention

1. Any Employee or Covered Individual witnessing harassment or discrimination as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment or discrimination is required to report it. There are five standard methods of bystander intervention that can be used when anyone witnesses harassment or discrimination and wants to help.

- a. A bystander can interrupt the harassment or discrimination by engaging with the individual being harassed and distracting them from the harassing behavior;
- b. A bystander who feels unsafe interrupting on their own can ask a third party to help intervene in the harassment;
- c. A bystander can record or take notes on the harassment incident to benefit a future investigation;
- d. A bystander might check in with the person who has been harassed after the incident, see how they are feeling and let them know the behavior was not ok; and
- e. If a bystander feels safe, they can confront the harassers and name the behavior as inappropriate. When confronting harassment, physically assaulting an individual is never an appropriate response.

2. Though not exhaustive, and dependent on the circumstances, the guidelines above can serve as a brief guide of how to react when witnessing harassment in the workplace. Any Employee or Covered Individual witnessing harassment as a bystander is encouraged to report it. A supervisor or manager that is a bystander to harassment is required to report it.

G. Complaint and Investigation of Sexual Harassment

1. All complaints or information about suspected harassment or discrimination will be investigated, whether that information was reported in verbal or written form, by the Commissioner of Personnel, or his/her designee.

2. In the event that the complaint of suspected harassment or discrimination is against the Commissioner of Personnel, such complaints shall be made to the County Attorney and will be investigated by the County Attorney, or his/her designee.

3. An investigation of any complaint, information or knowledge of suspected harassment or discrimination will be prompt and thorough, commenced immediately and completed as soon as possible.

4. The investigation will be kept confidential to the extent possible.
5. All persons involved, including complainants, witnesses and alleged harassers will be afforded due process, as outlined below, to protect their rights to a fair and impartial investigation.
6. Any Employee or Covered Individual may be required to cooperate as needed in an investigation of suspected harassment or discrimination. Oneida County will not tolerate retaliation against Employees or Covered Individuals who file complaints, support another's complaint or participate in an investigation regarding a violation of this Policy, and appropriate disciplinary action will be taken where necessary.
7. Oneida County recognizes that participating in a harassment investigation can be uncomfortable and has the potential to retraumatize an Employee or Covered Individual. Those receiving claims and leading investigations will handle complaints and questions with sensitivity toward those participating.
8. While the process may vary from case to case, investigations will be done in accordance with the following steps:
 - a. Upon receipt of complaint, the Commissioner of Personnel or his/her designee will conduct an immediate review of the allegations, assess the appropriate scope of the investigation, and take any interim actions (e.g., instructing the respondent to refrain from communications with the individual(s) who reported the harassment or discrimination), as appropriate. If the complaint is oral, the individual will be encouraged to complete the Complaint Form in writing. If he or she refuses or prefers not to fill out the Complaint Form, the Commissioner of Personnel or his/her designee shall prepare a Complaint Form based on the oral reporting.
 - b. If documents, emails or phone records are relevant to the allegations, take steps to obtain and preserve them. The investigator will consider and implement appropriate document request, review, and preservation measures, including for electronic communications;
 - c. Request and review all relevant documents, including all electronic communications.
 - d. Interview all parties involved, including any relevant witnesses.
 - e. Create a written documentation of the investigation (such as a letter, memo or email), which contains the following:
 - i. A list of all documents reviewed, along with a detailed summary of relevant documents;
 - ii. A list of names of those interviewed, along with a detailed summary of their statements;

- iii. A timeline of events;
 - iv. A summary of prior relevant incidents, reported or unreported; and
 - v. The basis for the decision and final resolution of the complaint, together with any corrective actions action(s).
- f. Keep the written documentation and associated documents in a secure and confidential location.
 - g. Promptly notify the individual(s) who reported the harassment/discrimination and the individual(s) about whom the complaint was made that the investigation has been completed and of the final determination. Oneida County will implement any corrective action(s) identified in the written document.
 - h. Inform the individual(s) who reported of their right to file a complaint or charge externally as outlined in section I, "Legal Protections and External Remedies."

H. Responsive Action

1. The Commissioner of Personnel and the appropriate department head(s) will review the results of the investigation, including other management staff as appropriate, and decide what action, if any, will be taken.
2. Once a final decision is made, the appropriate department head(s) will meet with the complainant and the respondent separately and notify them of the findings of the investigation. If disciplinary action is to be taken, the respondent will be informed of the nature of the discipline and how it will be executed.
3. If the investigation is inconclusive or if it is determined that there has been no violation of this Policy, but potentially problematic conduct may have occurred, the Commissioner of Personnel or his/her designee may recommend appropriate preventive action.

I. Legal Protections and External Remedies

1. Harassment and discrimination are not only prohibited by Oneida County, but are also prohibited by federal, state and, where applicable, local law. Aside from the internal process at Oneida County, Employees and Covered Individuals may also choose to pursue legal remedies with the following governmental agencies. While a private attorney is not required to file a complaint with a governmental agency, an individual may seek the legal advice of an attorney of his/her choosing. In addition to those outlined below, Employees and Covered Individuals in certain industries may have additional legal protections.

a. HRL

i. The HRL, codified as N.Y. Executive Law, art. 15, § 290 et seq., applies to all employers in New York State and protects Employees and Covered Individuals, regardless of immigration status. A complaint alleging violation of the Human Rights Law may be filed either with the New York State Division of Human Rights (DHR) or in New York State Supreme Court.

ii. Complaints with DHR may be filed any time **within three (3) years** of the harassment or discrimination. If an individual does not file at DHR, they can bring a lawsuit directly in state court under the HRL, **within three (3) years** of the alleged harassment or discrimination. An individual may not file with DHR if they have already filed a HRL complaint in state court.

iii. Complaining internally to Oneida County does not extend the time to file with DHR or in court. The three (3) years is counted from date of the most recent incident of harassment or discrimination.

iv. An individual does not need an attorney to file a complaint with DHR, and there is no cost to file with DHR.

v. DHR will investigate the complaint and determine whether there is probable cause to believe that harassment or discrimination has occurred. Cases where probable cause is found are forwarded to a public hearing before an administrative law judge. If harassment or discrimination is found after a hearing, DHR has the power to award relief, which varies but may include requiring the employer to take action to stop the harassment or discrimination, or redress the damage caused, including paying monetary damages, attorney's fees and civil fines.

vi. DHR's main office contact information is: NYS Division of Human Rights, One Fordham Plaza, Fourth Floor, Bronx, New York 10458, (718) 741-8400 or visit www.dhr.ny.gov.

vii. Contact DHR at (888) 392-3644 or visit dhr.ny.gov/complaint for more information about filing a complaint. The website has a digital complaint process that can be completed on your computer or mobile device from start to finish. The website has a complaint form that can be downloaded, filled out, and mailed to DHR as well as a form that can be submitted online. The website also contains contact information for DHR's regional offices across New York State.

viii. Call the DHR sexual harassment hotline at 1(800) HARASS3 for more information about filing a sexual harassment complaint. This hotline can also provide you with a referral to a volunteer attorney experienced in sexual harassment matters who can provide you with limited free assistance and counsel over the phone..

b. Civil Rights Act of 1964

i. The United States Equal Employment Opportunity Commission (“EEOC”) enforces federal anti-discrimination laws, including Title VII of the 1964 federal Civil Rights Act (codified as 42 U.S.C. § 2000e et seq.). An individual can file a complaint with the EEOC anytime within 300 days from the harassment or discrimination. There is no cost to file a complaint with the EEOC. The EEOC will investigate the complaint and determine whether there is reasonable cause to believe that harassment or discrimination has occurred. If the EEOC determines that the law may have been violated, the EEOC will try to reach a voluntary settlement with the employer. If the EEOC cannot reach a settlement, the EEOC (or the Department of Justice in certain cases) will decide whether to file a lawsuit. The EEOC will issue a Notice of Right to Sue permitting workers to file a lawsuit in federal court if the EEOC closes the charge, is unable to determine if federal employment discrimination laws may have been violated, or believes that unlawful discrimination occurred but does not file a lawsuit.

ii. Individuals may obtain relief in mediation, settlement or conciliation. The EEOC does not hold hearings or award relief, but may take other action including pursuing cases in federal court on behalf of complaining parties. Federal courts may award remedies if harassment or discrimination is found to have occurred. In general, private employers must have at least 15 employees to come within the jurisdiction of the EEOC.

iii. An Employee or Covered Individual alleging discrimination at work can file a “Charge of Discrimination.” The EEOC has district, area, and field offices where complaints can be filed. Contact the EEOC by calling 1-800-669-4000 (TTY: 1-800-669-6820), visiting their website at www.eeoc.gov or via email at info@eeoc.gov

iv. If an individual filed an administrative complaint with DHR, DHR will file the complaint with the EEOC to preserve the right to proceed in federal court.

c. Local Protections

i. Many localities enforce laws protecting individuals from harassment and discrimination. An individual should contact the county, city or town in which they live to find out if such a law exists.

d. Contact the Local Police Department

i. If the harassment involves physical touching, coerced physical confinement or coerced sex acts, the conduct may constitute a crime. Contact the local police department.

Exhibit A

**ONEIDA COUNTY HARASSMENT
AND DISCRIMINATION COMPLAINT FORM**

New York State Labor Law requires all employers to adopt a sexual harassment prevention policy that includes a complaint form for employees to report alleged incidents of sexual harassment.

If you believe that you have been subjected to harassment or discrimination, you are encouraged, but not required, to complete this Complaint Form and submit it to the Commissioner of Personnel, 800 Park Avenue, Utica, New York 13501. If your complaint is against the Commissioner of Personnel, submit this Complaint Form to the County Attorney.

You will not be retaliated against for filing a complaint.

If you are more comfortable reporting verbally or in another manner, Oneida County should complete this Complaint Form, provide you with a copy and follow its Harassment and Discrimination Prevention Policy by investigating the claims as outlined on this Complaint Form.

For additional resources, visit: ny.gov/programs/combating-sexual-harassment-workplace

COMPLAINANT INFORMATION

Name: _____ Job Title: _____
Work Address: _____ Work Phone: _____
_____ Email: _____

Select Preferred Communication Method: (please select one)

Work Address Work Phone Email In Person

SUPERVISORY INFORMATION

Immediate Supervisor's Name: _____
Immediate Supervisor's Title: _____
Work Address: _____ Work Phone: _____
_____ Email: _____

COMPLAINT INFORMATION

1. Your complaint of harassment or discrimination is made against:

Name: _____ Title: _____

Work Address: _____ Work Phone: _____

_____ Email: _____

Relationship to you: (please select one)

Supervisor Subordinate Co-Worker Other _____

2. Please describe what happened and how it is affecting you and your work. Please use additional sheets of paper if necessary and attach any relevant documents or evidence.

3. Date(s) harassment/discrimination occurred: _____

Is the harassment/discrimination continuing? (please select one) Yes No

4. Please list the name and contact information of any witnesses or individuals that may have information related to your complaint:

The following question is optional, but may help the investigation.

5. Have you previously complained or provided information (verbal or written) about related incidents? If yes, when and to whom did you complain or provide information?

If you have retained legal counsel and would like us to work with them, please provide his/her contact information. _____

Signature: _____

Date: _____

Instructions for Employers

If you receive a complaint about alleged harassment or discrimination, you must follow the Harassment and Discrimination Prevention Policy by investigating the allegations. An investigation involves:

- Speaking with the employee;
- Speaking with the alleged harasser/discriminator;
- Interviewing witnesses
- Collecting and reviewing any related documents

While the process may vary from case to case, all allegations should be investigated promptly and resolved as quickly as possible. The investigation should be kept confidential to the extent possible.

Harassment and discrimination occurs on a spectrum and employers are encouraged to view all potential allegations with an open mind. Disciplinary action should meet the severity of the alleged actions.

Document the findings of the investigation and basis for your decision, along with any corrective action(s) taken, and notify the complainant and the individual(s) against whom the complaint was made of the outcome of the investigation. This may be done via email.



ONEIDA COUNTY
OFFICE OF THE COUNTY EXECUTIVE

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

May 17, 2023

FN 20 23-172

Board of Legislators
Oneida County
800 Park Avenue
Utica, New York, 13501

PUBLIC WORKS

WAYS & MEANS

Re: Appointment of Commissioner of Public Works

Honorable Members:

In accordance with Section 701 of the Oneida County Charter and Section 701 of the Oneida County Administrative Code, I submit to you my appointment of Matthew S. Baisley as Commissioner of Public works at Grade 49H, off step with a salary of \$148,000, effective June 5, 2023. I have enclosed a copy of Mr. Baisley's resume for your information.

I request that this appointment be placed on the Agenda for consideration at your June meeting.

Thank you for the Board's kind attention to this matter.

Very truly yours,

Anthony J. Picente, Jr.
Oneida County Executive



MATTHEW BAISLEY

[REDACTED] | [REDACTED] | mbaisley20@gmail.com

EXPERIENCE

HAMILTON COLLEGE – *Facilities Management, Clinton, NY*

Manager of MEP (Mechanical, Electrical, and Plumbing Systems)

April 2021-Present

Responsible for providing supervision and leadership to the HVAC, Plumbing and Electrical staff in the operation, maintenance, repair, and construction of College facilities and systems. Initiates and manages programs for compliance, safety, appropriate staffing and planned maintenance, and coordinates the daily operations of the trade shops while prioritizing workload and projects. In addition, I am responsible for the management of service contracts and coordination with outside business partners.

ONEIDA COUNTY *Department of Public Works, Oriskany, NY*

March 2017-April 2021

Deputy Commissioner-Division of Buildings and Grounds

January 2018-April 2021

Responsible for maintenance and capital improvements of over 1,000,000 square feet of various use buildings, including office buildings, courthouses, maintenance garages, radio towers, correctional facility, train station, and a sports complex.

Assistant Civil Engineer

March 2017-January 2018

Responsible for coordinating and supervising maintenance and repairs of all mechanical and HVAC equipment maintained by the Department of Public Works.

MARRIOTT INTERNATIONAL – *Washington Marriott Georgetown, Washington D.C.*

Marriott Engineering Manager Training Program

September 2015-September 2016

Managed day-to-day operation, schedules and work for ten hourly building mechanics. Reconciled and managed the department's checkbook and budget. Supervised Property's asset management, preventive maintenance and work order program, Marriott's *Transcendent* by Mintek. Assisted mechanics with electrical, mechanical and plumbing work whenever necessary.

EDUCATION AND LICENSURE

SUNY Maritime College- Bachelor of Engineering in Mechanical Engineering

September 2015

NYS Engineering Intern Certification

December 2021

EPA Refrigeration Certification

March 2015

Universal

NYS DOL Asbestos Certification

Supervisor/Contractor Class

February 2018

Building Inspector

September 2021

ADDITIONAL

- Currently serving as VP of Board of Directors for the Clinton Early Learning Center.
- Served as mentor in the Friendship Circle program in Marlboro, NJ for children with special needs – worked to motivate, inspire and enrich the lives of the children, while encouraging respect and empathy for those facing challenges.
- Experienced in AutoCad, Microsoft Office, various HVAC control applications and reading blueprints.



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

NICHOLAS P. DIGENNARO, P.E., CFM
 Interim Commissioner

April 28, 2023

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

FN 20 23-173

PUBLIC WORKS

Dear County Executive,

WAYS & MEANS

A review of the DPW Buildings and Grounds Maintenance, Repair & Service Contracts has projected a shortfall by the end of the year. The number of repairs has been increasing along with the cost for the repairs. Fortunately, it is believed there will be a surplus in the utilities and other expenses accounts due to the warmer weather during this past winter and the elimination of Covid cleaning.

I therefore request your Board's approval for the following **2023** Funds Transfer:

TO:

A-1620-1620.493-000 – Maint, Repair & Service Contracts.....\$40,000.00

FROM:

A-1620-1620.414-000 – Utilities.....\$40,000.00

TO:

A1620-1620.493-000-Maint, Repair & Service Contracts.....\$30,000.00

FROM:

A1620-1620-495-000-Other Expenses.....\$30,000.00

Thank you for your kind attention to this request

Very truly yours,

Patrick M. Cassidy
 Patrick M. Cassidy

Dep. Commissioner Buildings & Grounds



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

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

CC: Comptroller
 County Attorney

Budget Office

Date 4-28-23



ONEIDA COUNTY
DEPARTMENT OF PUBLIC WORKS
 George E. Carle Complex
 5999 Judd Road, Oriskany, NY 13424
 Phone: (315) 793-6200 Fax: (315) 768-6299

ANTHONY J. PICENTE, JR.
 County Executive

NICHOLAS P. DIGENNARO, P.E., CFM
 Interim Commissioner

May 19, 2023

FN 20 23-124

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

PUBLIC WORKS

WAYS & MEANS

Dear County Executive Picente,

Chapter 686 of the Laws of 1996 of the State of New York was enacted to invest the State of New York with the fiscal responsibility of managing the interior cleaning of Court Facilities and the performance of minor repairs therein.

The agreement between the New York State Unified Court System and the County of Oneida, which allows the State of New York to reimburse Oneida County eligible expenditures as defined by Chapter 686 of the Laws of 1996, was executed in 2018. The attached budget proposal is for the 2022-2023 fiscal year, which begins April 1, 2022 and ends March 31, 2023, with a reimbursement of approximately \$723,913.00.

If acceptable, please sign the enclosed proposal.

Sincerely,

Nicholas DiGennaro

Nicholas P. DiGennaro, P.E., CFM
 Interim Commissioner – Department of Public Works
 Deputy Commissioner – Division of Engineering

cc: Patrick Cassidy, Deputy Commissioner

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

[Signature]

 Anthony J. Picente, Jr.
 County Executive
 Date 5-19-23

Competing Proposal _____
 Only Respondent _____
 Sole Source RFP _____
 Other X

ONEIDA COUNTY BOARD OF LEGISLATORS

Name & Address of Vendor: New York State Unified Court System
 25 Beaver Street
 New York, NY 10004

Title of Activity or Service: Court Facilities Cleaning & Maintenance
 Reimbursement

Proposed Dates of Operation: April 1, 2018 to March 31, 2023
 Renewal for 4/1/2022-3/31/2023

Client Population/Number to be Served: Oneida County Court Facilities

Summary Statements

1) Narrative Description of Proposed Services:

The State of New York is responsible for managing the interior cleaning of court facilities and the performance of minor repairs therein. In 2018, the County and the New York State Unified Court System entered into an agreement, for one year but renewable for a maximum of five years, allowing the State to reimburse the County for eligible expenditures. The attached renewal and budget proposal is for the 2022-2023 fiscal year, which begins April 1, 2022 and ends March 31, 2023, with a reimbursement of approximately \$723,913.00. This constitutes the fifth and final renewal of the agreement.

The renewal also contains language increasing the budget for the entire five-year period to reflect higher cleaning costs in 2020, 2021, and 2022 based on an increase in state contracted services and because of COVID cleaning protocols. This will *increase* the total reimbursement from the State of New York to Oneida County by \$340,431, from \$2,957,356 to \$3,297,787.

2) Program/Service Objectives and Outcomes: N/A

3) Program Design and Staffing: N/A

4) Funding

	Account #:	A3022
	Total Funding Requested:	\$723,913.00
	Oneida County Dept. Funding Recommendation:	\$723,913.00

Proposed Funding Sources

	Federal:	0.00
	New York State:	\$723,913.00
	County:	0.00
	Other:	0.00

Past Performance Data: N/A

O.C. Department Staff Comments: None



Undersheriff Joseph Lisi
Chief Deputy Jonathan Owens

Chief Deputy Lisa Zurek
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 26, 2023

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

FN 20 23175
PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office is requesting approval of a contract extension with Trinity Services Group, Inc. for food services at the Oneida County Correctional Facility. Trinity meets all the nutritional guidelines pursuant to State and Federal standards for incarcerated adults, including the Minimum Standards for Local Correctional Facilities promulgated and enforced by the New York State Commission of Correction.

This vendor currently provides food services at the Correctional Facility and has effectively fulfilled prior contract requirements. The original agreement was for a three-year term, with the option to extend for two additional one-year periods. This is the first permissible extension, running from May 1, 2023 to April 30, 2024.

Per the original contract, the cost of services during this extension shall be in accordance with a new price schedule. Accordingly, based upon the current average jail population (318 inmates) and price schedule, Trinity will charge the County an average per meal rate of \$1.534. Using an average of 318 inmates (x 3 meals per day) and 80 staff member meals a day, the approximate cost per year is \$578,946.94 (i.e., total of 1,034 meals per day x 365 days x 1.534). Because these numbers are based on the average number of inmates, the number of meals per day can fluctuate causing the cost to increase or decrease over the term.

If you find the enclosed contract extension acceptable, please forward same to the Board of Legislators for approval. If you have any questions or seek additional information, please contact me. Thank you for your attention and consideration.

Sincerely,

Robert M. Maciol
Robert M. Maciol
Sheriff



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

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

Date 5-2-23



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 Co. Department: Sheriff's Office

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Trinity Services Group, Inc.
477 Commerce Boulevard
Oldsmar, Florida 34677-3018

Title of Activity or Service: Food Services at Oneida County Correctional Facility.

Proposed Dates of Operation: May 1, 2023- April 30, 2024 (first of two permissible extensions)

Client Population/Number to be Served: Inmate population and correction officers.

Summary Statements

- 1) **Narrative Description of Proposed Services:** Food services at the Correctional Facility.
- 2) **Program/Service Objectives and Outcomes:** To feed inmates and staff in a quality and cost effective manner consistent with State and Federal requirements.
- 3) **Program Design and Staffing:** Trinity Services will employ their own staff and prepare meals at a cost of \$1.534 per meal (cost will fluctuate based on number of inmates/meals served) at the Correctional Facility. The Correctional Facility will provide inmate labor to assist Trinity in the preparation of meals.

Total Funding Requested: \$578,946.94 (estimated per year) **Account # A3150.19510**

Oneida County Dept. Funding Recommendation: \$578,946.94 (estimated per year)

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

Cost Per Client Served: \$1.534 per meal (cost will fluctuate based upon the number of inmates)

Past Performance Data: Trinity currently provides food services at the Correctional Facility. Trinity has been a good provider of Food Services to inmates and staff. This is the first of two permissible one-year extensions of the original Agreement.

O.C. Department Staff Comments: The cost will be calculated and billed on a weekly basis and determined by the number of meals served and the current inmate population. Based on the average daily inmate population over the last year we can estimate the yearly cost as follows, but this number is subject to change and will fluctuate based on the inmate population statistics.

The cost per meal is based on an average of 318 inmates:
318 inmates X 3 meals per day + 80 staff meals per day = 1,034 meals per day.
1,034 total meals per day X 365 days = 377,410 meals per year
377,410 meals per year X \$1.534 per meal = \$578,946.94 per year

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 28, 2023

FN 20 23-176

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office has received insurance checks in the amount of \$31,459.52 for various claims. I would like to request a 2023 Supplemental Appropriation of Funds in the amount for the Sheriff Auto Fleet Repairs.

I respectfully request your Board approval for the following **2023** supplemental appropriation:

TO:
A3110.451-100 Automotive Repairs \$31,459.52

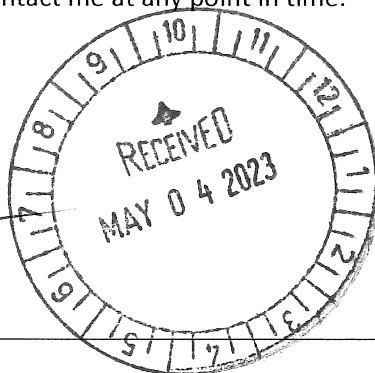
This supplemental appropriation will be fully supported by anticipated revenue in:

A3110.2680-000 Insurance Recoveries - Sheriff \$31,459.52

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,
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 5-3-23

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

Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

April 3, 2023

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

FN 20 23-179

PUBLIC SAFETY
WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like to request a 2023 Supplemental Appropriation of Funds of \$16,000. These funds will be used for the purchase of three enhanced walk-through multi-zone metal detectors. These metal detectors will be installed at the DMV's at both Utica and Rome and the Rome DSS Office.

This supplemental appropriation is supported by unbudgeted revenue from housing juveniles in the Oneida County Jail; Account A3150.3389-115.

I respectfully request that this matter be acted on at the next Board of Legislators meeting.

<u>Expense Account for the Supplemental Appropriation</u>	<u>Amount</u>
A3120.290-000 Other Equipment	\$16,000

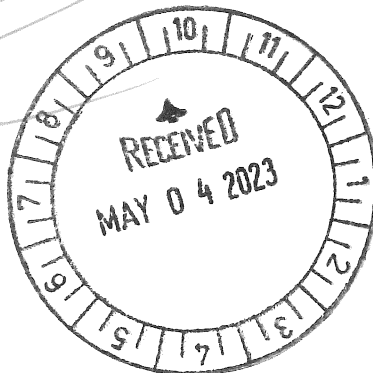
The Supplemental Appropriation will be fully supported by:

<u>Revenue Account</u>	<u>Amount</u>
A3150.3389-115 Public Safety Reimb. Juveniles	\$16,000

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,
Oneida County Sheriff



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

Anthony J. Picente, Jr.
County Executive

Date 5-3-23

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

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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
OFFICE OF THE COUNTY EXECUTIVE

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

May 9, 2023

FN 20 23-178

Gerald Fiorini, Chairman
Board of Legislators
800 Park Avenue
Utica, NY 13501

PUBLIC SAFETY

Dear Chairman:

WAYS & MEANS

The Sheriff's Office has been awarded a grant from the New York State Division of Homeland Security and Emergency Services in the amount of \$67,831.00. This grant will cover the time period of January 1, 2022 through August 31, 2025. The grant will be used to fund the purchasing of mobile data terminals, automatic vehicle location software, wireless data fees and related items. There is no County Cost to this grant.

I therefore, request the establishment of a capital project and request your Board's approval of the following:

A.) Establishment of **Capital Project H - SHR - 120 – 2022 SLETPP Grant**

B.) Funding for the capital Project **H - SHR - 120** is as follows:

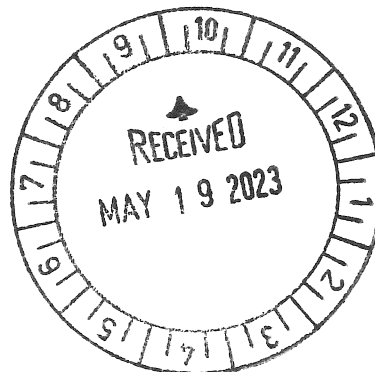
H – SHR – 120 – 4397 Federal Aid\$ 67,831.00

Thank you for your kind attention to this request.

Very truly yours,

Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Budget
Sheriff



Office of the Sheriff



County of Oneida

Undersheriff Joseph Lisi
Chief Deputy Lisa Zurek

Chief Deputy Jonathan Owens
Chief Deputy Derrick O'Meara

Sheriff Robert M. Maciol

May 2, 2023

FN 20 23 - 179

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

PUBLIC SAFETY

WAYS & MEANS

Dear County Executive Picente:

The Sheriff's Office would like request a supplemental appropriation for the use of forfeiture funds. These funds are received when assets are acquired as part of a law enforcement seizure. These funds are placed in restrictive accounts, with sufficient funds available in the accounts. Within the limitations set for the use of these funds, I am requesting that money be transferred to the Sheriff's expense accounts for AXON Investigate Software for the CID Division. I respectfully request that this matter be acted on at the next Board of Legislator's meeting.

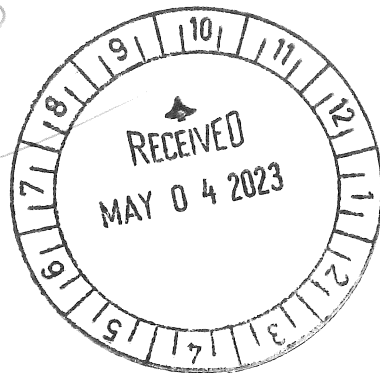
I am requesting the following 2023 supplemental appropriation:

To Account:	A3120.492-000	Computer Software & License	\$6,000
From Account:	A3120.2625-115	Forfeitures Federal	\$6,000

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 Legislator by

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

Date 5-4-23

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
OFFICE OF THE COUNTY EXECUTIVE

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

May 18, 2023

Gerald Fiorini, Chairman
Oneida County
800 Park Avenue
Utica, NY 13501

FN 20 23-180

PUBLIC SAFETY

Dear Board Chairman,

WAYS & MEANS

On May 10, 2023, your Board approved Resolution #137 which approved the funding of various positions in the Probation Department. In the letter explaining the need for the funding of the positions and describing the funding source, the Director of Probation had also requested \$12,000.00 be added to the departments Rent / Lease Account to fund additional GPS Bracelets. Unfortunately, this was not included Resolution #137.

I therefore request your Board's approval for the following **2023** Fund Transfer:

TO:

A-3140-3141.413-100 – Rent / Lease Equipment.....\$12,000.00

FROM:

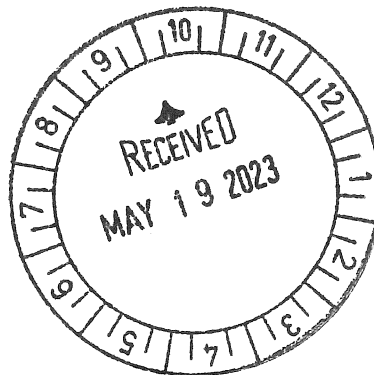
A-3140-3140.850-000 – Health Insurance..... \$12,000.00

Thank you for kind attention to this request.

Very truly yours,


Anthony J. Picente, Jr.
County Executive

CC: Comptroller
County Attorney
Director of Probation



Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

May 22, 2023

FN 20 23-181

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

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators between the Oneida County Department of Family and Community Services and City of Rome for the Multisystem Inspection Program.

The Department and Contractor shall promote health and safety during the course of Child Protective investigations and/or Child or Adult Welfare Services, utilizing a multisystem approach to address housing issues which negatively impact the health and safety of adults, children, or families who the Department is responsible to protect. Contractor shall utilize outreach officers to engage families and provide education and pertinent material to participants of the Program.

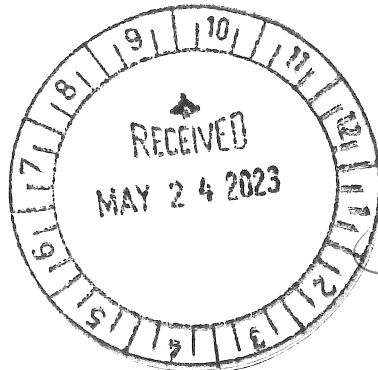
Contractor will provide habitability inspections within the City of Rome of hotel/motel facilities every six months, as required by NYCRR §352.3(g), and at uncertified shelter facilities, as required by NYCRR §900.14, both facilities used by the Department for temporary housing of people who are homeless.

The Agreement has a term of January 1, 2022, through December 31, 2023, at a total program cost of \$122,325 per calendar year with a maximum agreement cost of \$244,650, with a local share of 40.99% of the program cost or \$100,282.03.

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

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner



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

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

Date 5-24-23

CFB/mk
attachment

48401

Oneida Co. Department Family and Community Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: City of Rome (CODES)
198 North Washington Street
Rome, NY 13440

Title of Activity or Services: Multisystems Inspection Program.

Proposed Dates of Operations: January 1, 2022 through December 31, 2023

Client Population/Number to be Served: All applicants for and recipients of the Department of Social Services.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services:

The Department and Contractor shall promote health and safety during the course of Child Protective investigations and/or Child or Adult Welfare Services utilizing a multi systems approach to address housing issues negatively impacting the health and safety of adults, children, or families the Department is responsible to protect. Contractor will provide habitability inspections of hotel/motel facilities and uncertified shelter facilities used by the Department for temporary housing.

2). Program/Service Objectives and Outcomes:

Contractor shall:

- utilize Codes Inspectors to act as outreach officers to participate with DSS staff in a multisystems approach to engage families in situations of imminent risk of safety based on housing conditions, and to provide education and pertinent material to participants of the Multisystems Inspection Program.
- perform six-month hotel/motel inspections utilizing Codes Inspectors to provide required habitability inspections of hotel/motel facilities utilized by the Department for temporary housing accommodations for individuals who are homeless as required by NYCRR §352.3(g).
- perform required habitability inspections on uncertified shelters within the City of Rome

utilized by the Department for Temporary housing needs for those individuals who are deemed homeless as required by NYCRR §900.14.

3). Program Design and Staffing Level -

Total Funding Requested: \$122,325 per calendar year maximum \$244,650 for the duration of the agreement

- **Mandated or Non-Mandated** – The Department is mandated to provide inspection of the habitability standards for temporary housing accommodations located at Hotel/Motel facilities and Uncertified Shelter facilities as required by New York Codes, Rules and Regulations ((NYCRR) 352.3 (g)), ((NYCRR) 900.14)).

Oneida County Dept. Funding Recommendation: Account #: A6012.49541

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

Federal	47.73 % - \$ 116,771.45
State	11.28 % - \$ 27,596.52
County	40.99 % - \$ 100,282.03

Cost Per Client Served:

Past performance Served: The cost for this service is \$122,325 per year.

O.C. Department Staff Comments:

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

County Office Building 800 Park Avenue Utica, NY 13501
Phone: (315) 798-5738 Fax: (315) 798-5218

April 24, 2023

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

FN 20 23-122

HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Purchase of Services Agreement for review and approval by the Board of Legislators.

Enclosed is a Purchase of Services Agreement with the Steuben County Department of Social Services for Non-Secure Detention Services that provides the Department with one (1) reserved bed for Oneida County youth and the ability to utilize unreserved beds as needed. The Contractor's non-secure detention facility is via a contract with Berkshire Farm Center and Services for Youth.

This facility provides a temporary placement for Oneida County youth. Placements at non-secure detention are court ordered for youth either awaiting further court action or youth who are already adjudicated PINS (Person in Need of Supervision) or JD (Juvenile Delinquents).

The term of this agreement is July 6, 2022 through December 31, 2023. The cost for this agreement is \$355,665.00 and is 49 % reimbursable through New York State Office of Children and Family Services, with a local cost of 51% in the amount of \$181,389.15. Should the Department utilize more than one bed on any given day, it will be charged an additional \$855.00 per day for the unreserved bed.

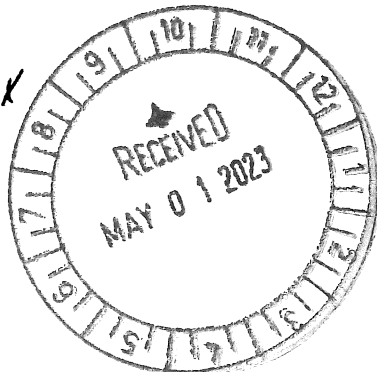
I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
Commissioner

CFB/mk
attachment



Reviewed and Approved for submittal to the
Oneida County Board of Legislator by
Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date: 5-1-23

65

56700

Oneida Co. Department Social Services

Competing Proposal _____

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators
Contract Summary

Name of Proposing Organization: Steuben County Department of Social Services
3 East Pulteney Square
Bath, New York 14810

Title of Activity or Services: Non-Secure Detention

Proposed Dates of Operations: July 6, 2022 through December 31, 2023

Client Population/Number to be Served: Youth placed by Family Court Remand PINS warrant, JD warrant or placed by Peace Officer.

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor's Non-Secure Detention facility is via a contract with Berkshire Farm Center and Services for Youth, and is certified by the New York State Office of Children and Family Services. The Contractor will reserve and provide the Department with 1 bed for youth in need of Non-Secure Detention Services to be utilized by Oneida County youth. The Department also has the ability to utilize un-reserved beds if needed, upon availability.

2). Program/Service Objectives and Outcomes -

This contract provides for the temporary placement of youth who are remanded by Family Court based on PINS or a JD petition, or those placed by a Peace Officer until a permanent placement is determined. Eligible youth must be males or females between the ages of 7 and 17 and must be referred for Detention Services pursuant to Article 3 of the Family Court Act.

3). Program Design and Staffing Level - A Non-Secure facility that provides 24-hour supervision and care.

Total Funding Requested: \$ 655.00 per bed/per day for reserved bed
\$ 855.00 per bed/per day for un-reserved bed

***NOTE-Should the need arise for more than one bed on any given day the cost could exceed the listed expense.**

Oneida County Dept. Funding Recommendation: Account #: A6123.495

Mandated or Non-mandated: Mandated to provide Non-Secure Detention Services.

66

Proposed Funding Source (Federal \$ /State \$ / County \$): \$355,665

- **State** 49 % \$ 174,275.85
- **County** 51 % \$ 181,389.15

Cost Per Client Served:

Past performance Served:

O.C. Department Staff Comments:

Anthony J. Picente, Jr.
County Executive



Colleen Fahy-Box
Commissioner

ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
COUNTY OFFICE BUILDING ~ 800 PARK AVENUE ~ UTICA, NY 13501
PHONE: 315-798-5260 ~ FAX: 315-793-6044

April 20, 2023

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

FN 20 23-183

HEALTH & HUMAN SERVICES

WAYS & MEANS

Re: YWCA of the Mohawk Valley

Dear Mr. Picente:

I am submitting for your review and approval a Purchase of Service Agreement between the Oneida County Department of Family and Community Services and YWCA of the Mohawk Valley for the provision of a Domestic Violence/Child Protective Advocate.

The Domestic Violence/Child Protective Advocate will work with families in Oneida County in which domestic violence poses a risk to the physical/emotional well-being of children. Collaboration between Child Protective and Domestic Violence staff on the initial report of domestic violence will better ensure that victims of domestic violence have access to services that provide options to safely care for and protect themselves and their children such as supportive counseling, safety planning, and shelter placement.

The term of this agreement is January 1, 2023 through December 31, 2023. The cost of this agreement will not exceed \$50,031.00 for the duration of the agreement and there is no associated local cost to support this initiative.

I respectfully request the approval of this agreement between Oneida County Department of Social Services and YWCA of the Mohawk Valley. Thank you for your consideration.

Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/vlc
attachment



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

Anthony J. Picente, Jr.

Anthony J. Picente, Jr.
County Executive

Date 4-27-23

17906

Oneida Co. Department Social Services

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD OF
LEGISLATORS SUMMARY**

Name of Proposing Organization: YWCA of the Mohawk Valley
1000 Cornelia Street
Utica, New York 13501

Title of Activity or Services: Domestic Violence/Child Protective Services Advocate

Proposed Dates of Operation: January 1, 2023 through December 31, 2023

Client Population/Number to be Served: Domestic Violence/Child Protective Services Cases

SUMMARY STATEMENTS

- 1) **Narrative Description of Proposed Services** - The YWCA Child Domestic Violence/Abuse Project will ensure that victims of domestic violence have access to services that provide options for safety and will enable individuals and families to care for and protect themselves and their children. This collaborative project is committed to protecting children in households where domestic violence poses a risk to the physical/emotional well-being of the children. Children living in a home where there is domestic violence are at risk of being abused, being neglected, and/or suffering lifelong trauma.
- 2) **Program/Service Objectives and Outcomes** - The Child Domestic Violence/Abuse Project will work with families in Oneida County in which domestic violence poses a risk to the well-being of the children. Collaboration between Child Protective and Domestic Violence staff on the initial report of domestic violence in a family will better insure the quicker provision of critically beneficial services such as supportive counseling, safety planning, and shelter placement.
- 3) **Program Design and Staffing Level** - 1 Domestic Violence/Child Protective Service Advocate

Total Funding Requested: \$50,031.00

Oneida County Dept. Funding Recommendation: Account #: A6070.49551

Mandated Service: Yes

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

Federal	100.0 %	= \$	50,031.00
State	0.0 %	= \$	0.00
Local	0.0 %	= \$	0.00

Cost Per Client Served:

Past performance Served: The department has contracted with this provider for this service since 2001. This contract is funded 100% by New York State.

O.C. Department Staff Comments:

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES

Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

April 19, 2023

FN 2023-184

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 Renewal and Amendment of a Purchase of Services Agreement for review and approval by the Board of Legislators.

The enclosed Renewal and Amendment with Integrated Community Alternatives Network, Inc. is for the operation of Intensive Case Management, an integrated service delivery system based on wrap-around care principles.

The service will be provided as a care management system for youth and families presenting to the child welfare system. This program's expertise is working with youth and their families experiencing the impact of significant mental health or behavioral issues that put the youth at risk of placement. The children placed in this program are assessed and begin to receive the appropriate level of community-based services. The goals are to divert out-of-home placements, shorten the length of stay of placements, and significantly improve child and family functioning.

This Renewal and Amendment is the final term for this service, which commences on April 1, 2023 and continues through March 31, 2025. The maximum cost for services provided under this Renewal Agreement shall not exceed \$ 6,862,320.00, with a local cost of 27.18 % or \$ 1,865,178.58.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy Box
Commissioner



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

Anthony J. Picente, Jr.
Anthony J. Picente, Jr.
County Executive
Date 4-27-23

CFB/vlc
attachment

OFFICE FOR THE AGING

DEPARTMENT OF SOCIAL SERVICES

VETERANS SERVICES

YOUTH BUREAU

23801

Oneida Co. Department Social Services

Competing Proposal X

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Integrated Community Alternatives Network, Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Intensive Kids Oneida

Proposed Dates of Operations: April 1, 2023 – March 31, 2025

Client Population/Number to be Served: Youth and families presenting to the child welfare system who exhibit significant mental health or behavioral issues impacting their ability to reside in the community.

135 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Contractor will provide an Integrated Service delivery system based upon wrap-around care principals. The system would operate as a capitated, care management system for clientele referred through the Department.

2). Program/Service Objectives and Outcomes -

- Outcome # 1: All children (which include siblings of the identified child who reside in the household) will be continually assessed, and as appropriate, referred to community-based services; caretakers will demonstrate an increased knowledge and understanding of mental illness, the impact of trauma on behavior and functioning, and develop the appropriate skills to successfully maintain children with mental health needs or behavioral needs to reside successfully in their homes and community.
- Performance: All children (which include siblings of the identified child who reside in the household) and caretakers will jointly develop a Family Assessment Service Plan (FASP) that specifically addresses the needs of the family through linkages with community-based services.
- Measurement: 80% of the 135 children enrolled in the program will remain in their family/caretakers' home

- Measurement: 80% of the 135 children enrolled in the program will be successfully integrated in the home and in community activities that reinforce individuals and family stability,
- Outcome # 2: All children enrolled in the program will experience a decreased number of out-of-home placements and care days in mental health facilities or Department of Social Services residential/treatment agencies as compared to previous years.
- Performance: All children entering out of home placement will return home within a 60-day timeframe. Measurement: 80% of children enrolled in the program, recently returned from out- of-home care, will receive their education from their home school on a full-time basis. Youth placed in alternative educational settings will be returned to their home school within a 90 day timeframe.

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: Maximum amount \$ 3,397,140.00 in year one
Maximum amount \$ 3,465,180.00 in year two

Total: \$ 6,862,320.00

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 2,634,444.65
State	34.43 %	\$ 2,362,696.78
County	27.18 %	\$ 1,865,178.58

Cost Per Client Served: \$ 2,097.00 per month per child for year one of the agreement
\$ 2,139.00 per month per child for year two of the agreement

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$115.00 for the term of April 1, 2023, through March 31, 2024, \$120.00 for the term of April 1, 2024 through March 31, 2025.

Past performance Served: The Department has contracted with this provider for this service since 1998. This contract went out for RFP in 2019 and ICAN was the sole responder.

O.C. Department Staff Comments: The contractor bears the institutional costs of children that become institutionalized while under care rather than Oneida County. In these cases the contractor provides additional resources to the children and families in an effort to benefit the children and families and to shorten institutional stays.

Anthony J. Picente Jr.
County Executive

Colleen Fahy-Box
Commissioner



ONEIDA COUNTY DEPARTMENT OF FAMILY AND COMMUNITY SERVICES
Contract Administration, 4th Floor
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5073 Fax (315) 793-6044

April 20, 2023

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

FN 2023-185
HEALTH & HUMAN SERVICES

Dear Mr. Picente:

WAYS & MEANS

I am submitting the following Lease Agreement between The North Utica Senior Citizens Recreation Center, Inc., and Oneida County, through its Office for the Aging and Continuing Care, for your review and approval.

This Lease Agreement will allow the Office for the Aging and Continuing Care to offer services and outreach to senior citizens at an additional location, which is handicap accessible, in Oneida County. The total amount of this Agreement is \$111,600.00. This amount consists of 45% federal funds (\$50,220.00), 50% state funds (\$55,800.00) and 5% Oneida County dollars (\$5,580.00). This Lease Agreement will commence January 1, 2023 and will terminate December 31, 2027.

I am respectfully requesting that this matter be submitted to the Board of Legislators for their consideration. Thank you for your attention to this matter.

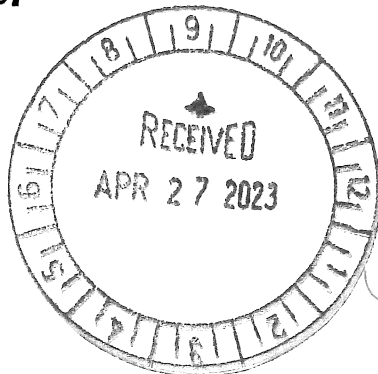
Sincerely,

Colleen Fahy-Box

Colleen Fahy-Box
Commissioner

CFB/mk

Enclosures



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

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

Date 4-27-23

Oneida Co. Department: DFCS Office for the Aging **Competing Proposal** _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: The North Utica Senior Citizens Recreation Center,
 Inc.
 50 Riverside Drive
 Utica, New York 13502

Title of Activity or Service: Lease Agreement for NY Connects Outreach and
 Education

Proposed Dates of Operation: January 1, 2023 through December 31, 2027

**Client Population/Number to
be Served:** Seniors aged 60 or above

Summary Statements:

- 1) **Narrative Description of Proposed Services:** To lease space in The North Utica Senior Citizens Recreation Center for use as an outreach site for senior citizens in Oneida County.
- 2) **Program/Service Objectives and Outcomes:** To support and educate Oneida County residents on HIICAP services.
- 3) **Program Design and Staffing:** N/A

Total Funding Requested: \$111,600.00 **Account #:** A6772.495.136

Oneida County Dept. Funding Recommendation: \$111,600.00

Proposed Funding Sources (Federal \$/ State \$/County \$):
 Federal: 45% (\$50,220.00) State: 50% (\$55,800.00) County: 5% (\$5,580.00)

Cost Per Client Served: N/A

Past Performance Data: N/A

O.C. Department Staff Comments: None



ONEIDA COUNTY DEPARTMENT OF SOCIAL SERVICES
County Office Building, 800 Park Avenue, Utica, NY 13501
Phone (315) 798-5733 Fax (315) 798-5218

April 27, 2023

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

FN 20 23-186
HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am submitting the following Renewal and Amendment of a Purchase of Services Agreement for review and approval by the Board of Legislators.

The enclosed Renewal and Amendment between Oneida County, through its Department of Family and Community Services, and Integrated Community Alternatives Network, Inc. (ICAN) for operation of the Step-Down Program.

The Step- Down Program is a transitional program that allows enrolled youth to receive continued services at a reduced level in preparation for case closing. Step-Down also can be utilized for youth exhibiting mental health or behavioral issues who do not require the intensity of service of the ICAN Intensive program. The Contractor will provide children with a case management system that is scaled back and a less intensive wrap-around model and lower cost than the ICAN Intensive program.

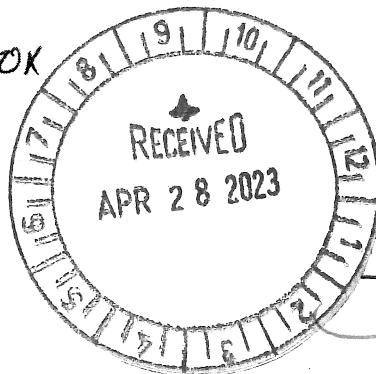
This Renewal and Amendment is the final term for this service, which commences on April 1, 2023, and continues through March 31, 2025. The maximum cost for services provided under this Renewal and Amendment shall not exceed \$ 1,229,760.00, with a local cost of 27.18 % or \$ 334,248.77.

I am respectfully requesting that this matter be forwarded to the Board of Legislators.

Thank you for your consideration.

Sincerely,

Colleen Fahy-Box
Colleen Fahy-Box
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 4-27-23

CFB/vlc
Attachment

23803

Oneida Co. Department Social Services

Competing Proposal X

Only Respondent _____

Sole Source RFP _____

Oneida County Board of Legislators

Contract Summary

Name of Proposing Organization: Integrated Community Alternatives Network, Inc.
310 Main Street
Utica, New York 13501

Title of Activity or Services: Step Down Program

Proposed Dates of Operations: April 1, 2023 – March 31, 2025

Client Population/Number to be Served: 40 Children (Maximum at any given time)

SUMMARY STATEMENTS

1). Narrative Description of Proposed Services

The Step-Down Program is a transitional program that allows enrolled youth to receive continued services at a reduced level in preparation for case closing. Step-Down also can be utilized for youth exhibiting mental health or behavioral issues who do not require the intensity of service of ICAN Intensive program. The Contractor will provide children with a scaled back less intensive wrap-around model. Children will have a service coordinator and service providers on a less intensive basis and lower cost than the ICAN Intensive program.

2). Program/Service Objectives and Outcomes -

Outcome/Measurements for Step- Down Program:

- Outcome # 1: All children (which include siblings of the identified child who reside in the household) with mental health or significant behavioral difficulties will have access to specialized community services in order to lessen the likelihood of an out-of-home placement.
- Performance: Community-based services will address the child's specific needs and prevent the necessity of an out-of-home placement or prevent a child from requiring a higher level of service.

Measurement: 80 % of the children referred for prevention of placement will remain in the home of their caretaker for a period of 12 months from the time the service is implemented

3). Program Design and Staffing Level -

See number one (1)

Total Funding Requested: Maximum amount \$ 608,640.00 in Year One
Maximum amount \$ 621,120.00 in Year Two

Total: \$ 1,229,760.00

Oneida County Dept. Funding Recommendation: Account # A6119.495

Mandated or Non-mandated: Preventive services are mandated

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

Federal	38.39 %	\$ 472,104.86
State	34.43 %	\$ 423,406.37
County	27.18 %	\$ 334,248.77

Cost Per Client Served:

\$1,268.00 per month per child for year one of the agreement
\$1,294.00 per month per child for year two of the agreement

A separate rate is available for the provision of services to a sibling of the identified child in the program who requires a level of service beyond regular case planning and/or involvement in family support or treatment services, i.e. for the provision of extreme services such as multiple placements which would be referred by the Department. Service will be billed per sibling at a monthly rate of \$115.00 for the term of April 1, 2023 through March 31, 2024, \$120.00 for the term of April 1, 2024 through March 31, 2025.

Past performance Served: This contract has been in place since 2005. It is an effective tool to lower the level of care of the child and ease the transition from institution to home.

O.C. Department Staff Comments:

The Step-Down Program will:

- Continue to reduce the cost of out of home placements in Oneida County.
- Transition youth from the regular higher cost ICAN Intensive program to the reduced cost Step-Down program as the youth progresses.
- ICAN will identify children who can move directly from high-cost residential care to the Step-Down option of Services.



ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR
ONEIDA COUNTY EXECUTIVE

DANIEL W. GILMORE, PH.D., MPH
DIRECTOR OF HEALTH



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

FN 20 23-182
HEALTH & HUMAN SERVICES
WAYS & MEANS

May 11, 2023

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

Dear Mr. Picente:

Attached for your review is an Agreement between Oneida County through its Health Department and Dr. Namassivaya, who will provide medical consultations for the Health Department's Diagnostics and Treatment Clinic programs, Tuberculosis, STD clinic, nurse practitioner meetings, hearing and vision scans, communicable diseases, immunization clinic, home visits, emergency response planning, quality assurance committee, and media relations as the Medical Director.

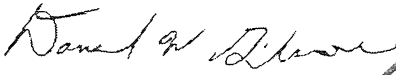
This Agreement shall be in effect starting July 1, 2023, and remain in effect for two years, through June 30, 2025. Reimbursement will be \$75,000.00 per year, totaling to \$150,000.00.

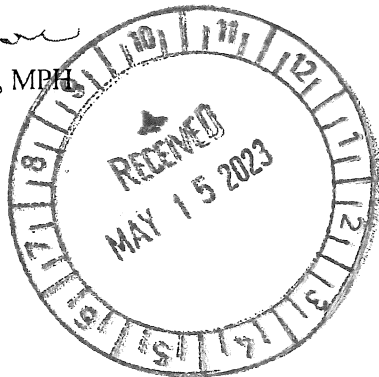
This is a contract mandated by Public Health Law

Please feel free to contact me at 315-798-5220 or by e-mail at dgilmore@ocgov.net should you require additional information.

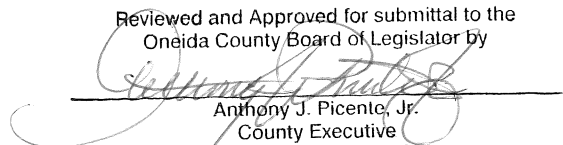
If this agreement meets with your approval, please forward to the Board of Legislators for further approval.

Respectfully,


Daniel W. Gilmore, Ph.D., MPH
Public Health Director



Attachments

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

Anthony J. Picente, Jr.
County Executive
Date 5-11-23

ADMINISTRATION
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-6400 • FAX: (315) 266-6138

SPECIAL CHILDREN SERVICES
ADIRONDACK BANK BLDG., 5TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5249 • FAX: (315) 731-3491

ENVIRONMENTAL HEALTH
ADIRONDACK BANK BLDG., 4TH FL.,
185 GENESEE ST. UTICA, NY 13501
TEL: (315) 798-5064 • FAX: (315) 798-6486

CLINICAL SERVICES
406 ELIZABETH ST. UTICA, NY 13501
TEL: (315) 798-5748 • FAX: (315) 798-1057

Oneida Co. Department: Public Health

Competing Proposal _____
Only Respondent _____
Sole Source RFP _____
Other X

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Devayani Namassivaya. MD
5380 Eureka Road
Rome, NY 13440

Title of Activity or Service: Engagement of Dr. Namassivaya to be the Oneida County
Medical Director

Proposed Dates of Operation: July 1, 2023 – June 30, 2025

Client Population/Number to be Served: All Oneida County

Summary Statements

1) Narrative Description of Proposed Services

Medical consultations for the following areas and programs: Tuberculosis, STD clinic, nurse practitioner meetings, hearing and vision scans, communicable diseases, immunization clinic, home visits, emergency response planning, quality assurance committee, and media relations.

2) Program/Service Objectives and Outcomes: A qualified, licensed medical consultant will provide educated informed decision making using best medical practices.

3) Program Design and Staffing: NA

Total Funding Requested: \$150,000.00

Expense Accounts: A4010.195, A4011.195, A4012.195, A4021.195, A4092.195

Revenue Account A3481, A3401

Oneida County Dept. Funding Recommendation: \$150,000.00

Proposed Funding Sources: 64% County 36% State

Cost Per Client Served: varies

Past Performance Data: NA

O.C. Department Staff Comments:

Mandatory Services: Yes



ONEIDA COUNTY
DEPARTMENT OF MENTAL HEALTH
 120 Airline Street, Suite 200
 Oriskany, NY 13424
 Phone: (315) 768-3660 Fax: (315) 768-3670

ANTHONY J. PICENTE, JR.
 County Executive

ASHLEE L. THOMPSON
 Commissioner

May 8, 2023

FN 20 23-188

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

HEALTH & HUMAN SERVICES

WAYS & MEANS

Dear Mr. Picente:

I am forwarding four (4) copies of an **Amendment** to the 2022 Purchase of Service Agreement between the Oneida County Department of Mental Health and **Helio Health, Inc.**, for your review and signature.

The purpose of this Amendment is to adjust the Provider Agency's budget to reflect the increase in funding awarded to the Provider Agency by the New York State Office of Addiction and Support Services (OASAS) to implement a Jail-Based Medication for Opioid Use Disorder Services Program. OASAS awarded the Provider Agency an additional One Hundred Seventy Thousand Dollars and no cents (\$170,000.00) per year, effective October 1, 2022, to implement the program (a total of \$510,000 for the three year term of the contract). This program will provide easy access to opioid use disorder treatment for incarcerated individuals within the Oneida County Correctional Facility who meet the criteria for treatment and agree to participation. This Amendment makes no changes to the contract term, which remains in effect from **January 1, 2022** until **December 31, 2024**. The total funding amount for this period will be a maximum of \$10,160,151.00. The amount reflects 100% OASAS and OMH State Aid Funding.

If this agreement meets with your approval, please forward to the Board of Legislators for further approval. Thank you very much for your time and consideration of this request. I would be pleased to respond to any questions or concerns you might have with regard to this Agreement.

Respectfully,

Ashlee Thompson

Ashlee L. Thompson, MHA, MEd., Master CASAC
 Commissioner of Mental Health

ALT/jh
 Encs.



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

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

Date 5-8-23

Oneida Co. Department: MENTAL HEALTH

Competing Proposal	_____
Only Respondent	_____
Sole Source RFP	_____
Other	<u> X </u>

**ONEIDA COUNTY BOARD
OF LEGISLATORS**

Name & Address of Vendor: Helio Health, Inc.
555 East Genesee Street
Syracuse, NY 13202

Title of Activity or Service: Jail-Based Medication for Opioid Use Disorder Services Program

Proposed Dates of Operation: January 1, 2022 through December 31, 2024
(AMENDMENT)

Client Population/Number to be Served: Incarcerated individuals within the Oneida County Correctional Facility who meet the criteria for opioid use disorder treatment and agree to participation.

Summary Statements

1) Narrative Description of this Amendment to the Original Agreement:

- a. The purpose of this Amendment is to adjust the Provider Agency’s budget to reflect the increase in funding awarded to the Provider Agency by the New York State Office of Addiction and Support Services (OASAS) to implement a Jail-Based Medication for Opioid Use Disorder Services Program. OASAS awarded the Provider Agency an additional One Hundred Seventy Thousand Dollars and no cents (\$170,000.00) per year, effective October 1, 2022, to implement the program. The Provider Agency shall use funding to hire qualified and adequate staff, including an Admissions Coordinator for the program and an additional CASAC or qualified professional to provide individual and group counseling to inmates while part of the program. The Provider Agency shall also ensure that jail, medical, and mental health staff receive adequate training to prepare staff for operation of program.

2) Program/Service Objectives and Outcomes:

The primary objective of all services is to provide opioid use disorder treatment and support services to incarcerated individuals within the Oneida County Correctional Facility who meet the criteria for treatment and agree to participation.

3) Program Design and Staffing:

The OASAS programs meet the appropriate staffing models developed and monitored by the New York State Office of Alcoholism and Substance Abuse Services (OASAS) in concert with the New York State Division of Budget (DOB) and guidelines and regulations.

Total Funding Requested: \$10,160,151.00

Account # A4310.49515

Oneida County Dept. Funding Recommendation: \$10,160,151.00

Proposed Funding Sources (Federal \$/ State \$/County \$): 100% OASAS & OMH Funding

Cost Per Client Served: (N/A)

Past Performance Data: (N/A)

O.C. Department Staff Comments: (N/A)

Mandated Service: Mandated Service