



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

## COMMUNICATIONS WITH DOCUMENTATION July 28, 2010

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

<u>FILE NO.</u>	<u>COMMITTEE</u>	<u>PAGES</u>
2010-281 . . .	Read & Filed.....	1-2
2010-292 . . .	Read & Filed.....	3-22
2010-293 . . .	Read & Filed.....	23-27
2010-294 . . .	Public Safety, Ways & Means.....	28-55
2010-295 . . .	Public Health, Ways & Means.....	56-61
2010-296 . . .	Public Health, Ways & Means.....	62-87
2010-297 . . .	Public Health, Ways & Means.....	88-171
2010-298 . . .	Airport, Ways & Means.....	172
2010-299 . . .	Internal Affairs, Ways & Means.....	173-190
2010-300 . . .	Economic Development & Tourism, Ways & Means.....	191-216
2010-301 . . .	Education & Youth, Ways & Means.....	217-240
2010-302 . . .	Public Works, Ways & Means.....	241-245
2010-303 . . .	Read & Filed.....	246-252
2010-304 . . .	Read & Filed.....	253-258

**AVAILABLE ON WEBSITE ONLY**

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

for

**READ & FILED**

**MEMORIALIZING PETITION**

**F.N. 2010-281**

**SPONSOR(S): FREDERICK V. SADALLAH, WILLIAM GOODMAN AND EMIL PAPARELLA**

**RE: PETITION SUPPORTING ONEIDA COUNTY VETERAN ID CARD PROGRAM**

**WHERE AS,** The County of Oneida Board of Legislators is in support of the Veteran ID Card Program which will be administered by the Oneida County Clerk's office, and

**WHEREAS,** The County Clerk's office is the only official repository for the filing by the veteran of the DD214 (military discharge paperwork). The filing of the DD214 assures the veteran their record is preserved forever. Filing is also a prerequisite to obtain tax benefits and peddlers permits, and

**WHEREAS,** This incentive-based program encourages the veterans to file their discharge paperwork. This program also provides a way for local veterans groups to seek out new veterans in the area, and

**WHEREAS,** Upon filing the DD214 with the County Clerk's office, the veteran will be issued a Veteran ID Card, and

**WHEREAS,** Said Veteran ID Program will allow veterans who reside in Oneida County to receive a discount at various local merchants, and

**WHEREAS,** Not only will the Veteran ID Program benefit the veterans of Oneida County, it may also promote local business in Oneida County, and

**WHEREAS,** The Oneida County Board of Legislators believes that this Veteran ID Card Program is a way to show our support and appreciation for the service of the veterans of Oneida County, and

**WHEREAS,** Similar programs have been instituted by seven (7) other counties in the State of New York, NOW THERE BE IT

**RESOLVED,** That the undersigned members of the Oneida County Board of Legislators wish to go on record in support of the Oneida County Veteran ID Card Program.

LEGISLATORS SUPPORTING PETITION

LEGISLATORS OPPOSING PETITION

*Frederick V. Sadallah*  
*William Goodman*  
*Emil Paparella*  
*Edna P. Welsch*  
*Brian D. Walker*  
*Ray E. ...*  
*John P. ...*

*Frank ...*



Alfred A. Ruf  
Bing M. ...  
Eugene R. Paparella  
Thomas ...

~~James ...~~

Pat H. Brennan  
Catherine ...  
Joseph ...

Paul ...

Sharon ...  
Chad ...

Michael ...  
Morton ...

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

Dated: June 30, 2010



# County Correctional Facilities

## Cost Savings Potential of the Department of Correctional Services Cook-Chill Program

FN 20

10 - 292

2010-MS-3

**READ & FILED**



RECEIVED  
ONIEDA COUNTY LEGISLATURE  
2010 JUL 15 PM 2:49

Thomas P. DiNapoli



# Table of Contents

	<b>Page</b>
<b>AUTHORITY LETTER</b>	2
<b>INTRODUCTION</b>	3
Background	3
Objective	5
Scope and Methodology	5
Comments of Local Officials	6
<b>COOK-CHILL PROGRAM</b>	7
Potential Cost Savings	7
Cost Savings	7
Other Long-Range Operational Improvements	10
Recommendation	11
<b>APPENDIX A</b> Responses From County Officials	12
<b>APPENDIX B</b> Audit Methodology and Standards	13
<b>APPENDIX C</b> How to Obtain Additional Copies of the Report	14
<b>APPENDIX D</b> Local Regional Office Listing	15

# State of New York Office of the State Comptroller

---

---

## Division of Local Government and School Accountability

July 2010

Dear County Officials:

A top priority of the Office of the State Comptroller is to help local government officials manage government resources efficiently and effectively and, by so doing, provide accountability for tax dollars spent to support government operations. The Comptroller oversees the fiscal affairs of local governments statewide, as well as compliance with relevant statutes and observance of good business practices. This fiscal oversight is accomplished, in part, through our audits, which identify opportunities for improving operations and municipal governance. Audits also can identify strategies to reduce costs and to strengthen controls intended to safeguard local government assets.

Following is a report of our audit titled Cost Savings Potential of the Department of Correctional Services Cook-Chill Program. This audit was conducted pursuant to Article V, Section 1 of the State Constitution and the State Comptroller's authority as set forth in Article 3 of the General Municipal Law.

This audit's results and recommendations are resources for local government officials to use in effectively managing operations and in meeting the expectations of their constituents. If you have questions about this report, please feel free to contact the local regional office for your county, as listed at the end of this report.

Respectfully submitted,

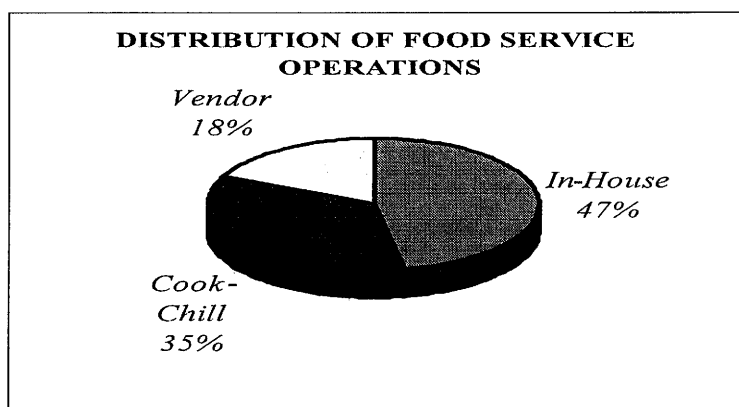
*Office of the State Comptroller  
Division of Local Government  
and School Accountability*

## Introduction

### Background

Local governments today face major financial limitations due to increasing costs and decreasing revenues. Governments must make every attempt possible to save money and ensure the efficient use of taxpayers' dollars. A major cost for counties in New York State (NYS) is housing an institutionalized population and providing a food service operation that meets the dietary requirements of inmates.

There are 64<sup>1</sup> County Correctional Facilities across NYS (outside New York City) that fed, on average in 2009, over 16,500 inmates each day. The facilities have different methods to provide the daily meals: (1) prepare the meals from scratch at the facility (In-House); (2) use an outside vendor to order the prepared food (e.g., Cook-Chill); or (3) contract with a vendor to administer the entire food service operation (Vendor). The following chart illustrates the varying methods of food service delivery by the counties.



One option is the Department of Correctional Services' (DOCS) Cook-Chill food program (Cook-Chill). The Cook-Chill program is run by the DOCS' Food Production Office of Nutritional Services Food Production Center. This operation was opened in 1992 and DOCS currently serves approximately 60,000 inmates at 67 State prisons. The Food Production Center has the capacity to prepare 80,000 meals; therefore, DOCS has offered the program to county correctional facilities. To date,

---

<sup>1</sup> Some counties have more than one facility within the county, which is why the number of facilities exceeds the number of counties in NYS.

DOCS contracts with 19 county jails: Allegany, Chautauqua, Chenango, Columbia, Cortland, Delaware, Genesee, Greene, Herkimer, Livingston, Madison, Oneida, Ontario, Orleans, Otsego, Schenectady, Warren, Washington, and Wayne.

Under the Cook-Chill process, large quantities of food are cooked to a just-done state, then chilled rapidly and stored under tightly controlled temperature conditions. The food is then shipped and requires only reheating in order to be served, with an average ordering-to-consumption window of about three weeks. The majority of the food is shipped in large, sealed plastic bags and is reheated at the prisons for serving. Other cold food items, including juice and salads, are packaged in individual serving containers. The typical Cook-Chill bulk items come in 20-portion bags. For example, one bag of chili would contain 20 portions.

DOCS has prepared an eight-week menu for county correctional facilities which is equivalent to the menu used at State facilities. The State DOCS facilities provide a 3,000-daily calorie diet to their inmates. Cook-Chill has the capability to increase or decrease caloric amounts based on the needs of the Facility.<sup>2</sup> This menu has been tested to ensure it meets all dietary requirements. In addition, DOCS has meals available for therapeutic or religious diets.

County correctional facilities participating in the Cook-Chill program are provided on-site and continuing assistance from officials from DOCS to assist them in conversion to the program. County facilities can choose to fully participate in the program and completely follow the State DOCS/Cook-Chill menu, or to partially participate and order only certain food products from DOCS.

Facilities place orders on a weekly basis. The DOCS Food Production Center prepares the orders the next week, and ships the orders for use the following week. Food products that can be ordered from DOCS include salads, cold cuts, soups, entrees, side dishes, sauces, gravies, and desserts. Facilities supplement the Cook-Chill food with produce, bread, milk, condiments, and additional food products supplied by other vendors.

The Cook-Chill meals need only minimal preparation; most products require only reheating. In addition, facilities can more

---

<sup>2</sup> Smaller portions are used for county facilities, as the inmates are primarily sedentary.

7

closely align the number of meals needed for the day based on the current inmate population, thus reducing waste in comparison with conventional bulk food purchasing and preparation. Because the meals are an end product, the portions are standard and the packaging is standard. Thus, for a given meal, if 100 meals are required, the facility can prepare (re-heat) enough food to cover the need, without significant overage. Further, if for some reason the facility does not use all of its meals in a given week, it notifies DOCS, and the subsequent order will be decreased, so that the facility's inventory is maintained at the appropriate level.

For our audit, we selected and examined four county correctional facilities, including Albany, Allegany, Oneida, and Westchester. The following table explains the quantitative characteristics of the facilities.

County	2009 Average Inmate Population	Maximum Capacity	Employees	Food Service Employees	Inmate Food Service Workers
Albany	660	963	400	13	25-30
Allegany	135	164	113	7	4-6
Oneida	483	618	216	5	12
Westchester	1,409	1,810	908	1	40-45
<b>TOTAL</b>	<b>2,687</b>	<b>3,555</b>	<b>1,637</b>	<b>26</b>	<b>81-93</b>

**Objective**

The objective of our audit was to determine whether local governments serving institutionalized populations could benefit from the New York State Department of Correctional Services' Cook-Chill food program. Specifically;

- Could county correctional facilities reduce operating costs by using the DOCS' Cook-Chill program for the bulk of their food service operations?

**Scope and Methodology**

For the period January 1, 2008 through December 31, 2009, we reviewed all costs associated with the food service operation including food, staffing, supplies, and services. We calculated the cost per inmate and staff meal (if provided by the county). We also determined the operational impact of using Cook-Chill against the traditional process, other vendors, etc., (i.e., service delivery, ability to feed fluctuating populations, menu planning, etc.) at the following four counties: Albany, Allegany, Oneida and Westchester. We selected these counties based on the number of inmates and type of food service operation. Using inmate population data we selected a small county, two mid-

8

sized counties and one large county. We also interviewed county officials and facility supervisors and staff to gain an understanding of the internal controls over food service.

We conducted our audit in accordance with generally accepted government auditing standards (GAGAS). More information on such standards and the methodology used in performing this audit is included in Appendix B of this report.

**Comments of Local  
Officials**

The results of our audit and recommendations have been discussed with county officials and their comments have been considered in preparing this report.

9

## Cook-Chill Program

### Potential Cost Savings

We found that counties could achieve cost savings by using the DOCS' Cook-Chill program to feed inmates instead of preparing meals in-house. Specifically, we found that two of the four counties (Albany and Allegany) could have saved about \$913,500 in 2009 had they fully participated in the Cook-Chill Program. Further, there are other operational improvements that can be realized through Cook-Chill. Overall, we estimate that the other counties in New York State that use an in-house food service operation could save over \$11 million annually by switching to the Cook-Chill program.

### Cost Savings

County correctional facilities have varying methods of providing food service operations. These include: in-house food preparation, using a vendor, and/or purchasing prepared food products and primarily reheating in house. Regardless of the type of service delivery, counties should be controlling inventory, reducing waste and providing a quality meal at a cost effective amount.

We found three different methods of food service operations from our sample of counties. Two counties (Allegany and Oneida) use the Cook-Chill program to varying degrees; Albany County has an in-house operation and Westchester contracts with a private vendor. We analyzed each food service operation and calculated the cost per day to serve inmates their daily meals. We found significant differences among the counties. The following table explains the type of operation and Cook-Chill status of the four counties selected for audit.

County	Food Service Operation	Started Using Cook-Chill	Daily Caloric Diet Provided	Cost Per Inmate per Day	Inmate meals served in 2009
Albany	In-House	N/A	2,500	\$6.09	701,097
Allegany	Partially utilizes Cook-Chill	October 2008	2,500 – 2,800	\$3.81	142,764
Oneida	Fully utilizes Cook-Chill	1997	2,500	\$2.58	572,750
Westchester	Private Vendor	N/A	3,000	\$4.89	1,620,546

Specific details for each County follow:

- Albany County currently prepares all meals using an in-house food service operation and does not participate in Cook-Chill. Albany County purchases all raw food items and prepares each meal at the facility.
- Allegany County has participated in Cook-Chill part-time since October 2008. About half of the County's menu includes food items from Cook-Chill. The Facility has chosen to partially participate in the Cook-Chill program because the facility operates a gardening program and harvests about 12,000 pounds of produce each year, which is incorporated into the food service operation. In 2009, the Facility saved a total of approximately \$73,000 after switching to part-time use of Cook-Chill.
- Oneida County fully participates in the Cook-Chill program. They purchased all food and beverage products directly from DOCS based on a per-meal-served charge. Oneida County has been participating in the Cook-Chill program since 1997, and realized immediate cost savings in 1997 of about \$40,000 and has continued to experience efficiencies ever since.
- Westchester County has contracted with a private vendor since 1998 to operate the food service operation. The vendor purchases all raw food items and prepares all inmate meals at the facility. The cost per meal is an agreed upon contractual amount. The contract also includes the vendor operating the officers' cafeteria, which has a revenue component.

From our analysis of the two counties that use Cook-Chill, cost savings have been achieved and operational improvements realized from the Cook-Chill program. County officials should be able to feed typical inmates a 2,500-calorie diet for about \$1.00 per meal or \$3.00 per day. In addition, DOCS officials stated that they are unaware of any county facilities that have incurred additional costs by converting to Cook-Chill. County facilities have not had to make capital equipment purchases, such as stovetops, ovens or kettles. DOCS' officials have indicated that they work with county employees to demonstrate methods for using their facility's current equipment to participate in Cook-Chill.



Albany County was the only county in our sample that had an in-house food service operation. We found, on average, that Albany's daily cost to feed an inmate is more than double what it would cost using Cook-Chill. In 2009, Albany County provided 849,261 meals<sup>3</sup> at a cost of \$2.03 per meal or \$6.09 per day. If the County were to fully participate in the Cook-Chill program, they could realize about a \$1.03 savings per meal served. This equates to an annual savings of about \$875,000. County officials are aware of the Cook-Chill program, however, they took a tour of the Oneida operation, early in its development, and were displeased with the quality of the meals, and thus they decided not to participate.

Allegany County does not use the Cook-Chill program to its full extent. About half of the County's menu includes food items from Cook-Chill. As mentioned earlier, the County only partially participates due to the gardening that takes place at the facility. In 2009, Allegany County provided 142,764 inmate meals at a cost of \$1.27 per meal. If the County were to fully participate in the Cook-Chill program, they could realize further annual cost savings of about \$38,500.

<b>Cook-Chill Savings Found During Audit</b>				
<b>Food Preparation</b>	<b>County</b>	<b>Potential Cost Savings of Full Participation</b>	<b>Average Inmate Count</b>	<b>Potential Savings Per Inmate</b>
In-House	Albany	\$875,000	660	\$1,325
Partial Cook-Chill	Allegany	\$38,500	135	\$285

<b>Savings Projected Across Remaining Counties</b>				
<b>Food Preparation</b>	<b>Remaining Counties</b>	<b>Number of Inmates Reported on 11/6/2009</b>	<b>Potential Savings per Inmate</b>	<b>Potential Cost Savings</b>
In-House	26	7,964	\$1,325	\$10,552,300
Partial Cook-Chill	12	2,020	\$285	\$575,700

For perspective, across the state, 26 county correctional facilities prepare their inmate meals using an in-house food service operation that prepares all meals for the facility's inmates. In addition, 12 county correctional facilities partially participate in

<sup>3</sup> The 849,261 meals used in this calculation include meals for inmates and Sheriff's Deputies that work within the Albany County Correctional Facility.

12

the Cook-Chill program. If these facilities were able to realize the same cost savings per inmate as the Albany County and Allegany County Correctional Facilities, we estimate that they could save an additional \$11.1 million by converting to the full Cook-Chill program.

**Other Long-Range  
Operational Improvements**

In addition to the potential cost-savings associated with food, facilities could realize savings through other efficiencies over time. For example, equipment needs and costs for a food service operation using Cook-Chill are greatly reduced, since the Cook-Chill program does not require fryers or stovetops, but primarily ovens and kettles to prepare the Cook-Chill food and other, supplementary foods. Additionally, Cook-Chill food requires less storage space than a traditional food service operation since most of the food is the final product and therefore there is no need to store individual ingredients. This is true for both dry and cold storage, which allows the facility's surplus storage to be reallocated for other purposes.

The Cook-Chill program could also reduce staffing needs and food preparation time. Oneida County fully utilizes Cook-Chill and serves about 485 inmates each day with five total paid staff. Oneida County attributes the smaller staff needs to the Cook-Chill program. If other counties experienced the same staffing efficiencies, they could potentially operate a Cook-Chill food service operation using less staff:

- Albany County currently uses 15 staff to prepare, cook, and serve approximately 660 inmates each day. Over time, Albany County could potentially operate a Cook-Chill food service operation using about seven paid food service staff.
- Allegany County currently uses seven staff<sup>4</sup> to prepare, cook, and serve approximately 135 inmates each day by partially utilizing Cook-Chill. However, over time, Allegany County could potentially operate a full-time Cook-Chill food operation using about two paid food service staff.

Finally, the Cook-Chill program makes it easier for the county to prepare only what is required for the facility's fluctuating inmate population. It also helps the county prepare accurate portions because the bags come in standard portion sizes, therefore

---

<sup>4</sup> Includes two full-time and five part-time staff

decreasing potential waste. Cook-Chill also provides a standard menu, therefore eliminating the facility's need to prepare a menu or ensure that the appropriate caloric intake is maintained. The county will achieve additional cost savings from these operational improvements by using Cook-Chill.

**Recommendation**

1. County officials should consider using the DOCS Cook-Chill program to minimize the cost of providing food to a fluctuating inmate population.

## APPENDIX A

### RESPONSES FROM COUNTY OFFICIALS

We provided a draft copy of this global report to each of the four counties we audited and requested responses. We received response letters from Albany County and Oneida County. We provided Allegany County and Westchester County with an opportunity to respond, but they chose not to respond to our report within the designated timeframe.

The following comments were excerpted from the responses we received. Overall, the two counties were in agreement with the global report findings and recommendations.

Albany County – “It is our intention to phase in the program by undertaking a gradual and systematic approach that will keep the Albany County Correctional Facility safe and secure while ensuring the best utilization of Albany County taxpayer dollars....I have requested and received approval from the Albany County Legislature to enter into an agreement to procure food products from the New York State Department of Correctional Services Office of Nutritional Services.”

Oneida County – “...The State Comptroller’s initiative to share programs such as this with other municipalities is a great idea. There are some good programs to be replicated and some attention needs to be placed on them in addition to audits that uncover negative findings.”

## APPENDIX B

### AUDIT METHODOLOGY AND STANDARDS

During this audit we examined county correctional facilities records and reports for food service operations for the period January 1, 2008 through December 31, 2009. Our overall goal was to determine if county correctional facilities could reduce operating costs by using the DOCS Cook-Chill food program. To accomplish this, we interviewed county officials and facility supervisors and staff, reviewed records and reports for food service operations, and performed calculations to determine if a reduction in operation costs could be realized.

To gain an understanding of the internal controls over food service, we interviewed county officials, facility supervisors, staff, and reviewed policies and/or procedures for the food service operation.

To determine the current cost of the food service operation and to determine the cost per meal, we reviewed financial reports and using inmate meal counts and/or inmate population counts, we calculated the total number of meals served and the cost per meal, the cost per day.

To calculate the cost of an in-house food service operation fully utilizing Cook-Chill and the operational impact of using Cook-Chill against an in-house food service operation (i.e., service delivery, ability to feed fluctuating populations, menu planning, etc.) we reviewed information gathered from DOCS and from other facilities fully utilizing Cook-Chill and determined a cost per meal. We also calculated the number of staff that would be needed operate Cook-Chill full-time using a ratio of the number of staff required at a facility fully utilizing Cook-Chill.

We conducted comparisons to assess the reasonableness of DOCS' statement that counties can expect about a \$3 per day per inmate cost for food. We reviewed the Oneida County costs and another county's cost per inmate and, based on those cost comparisons, determined that \$3 is an accurate amount.

We conducted this performance audit in accordance with generally accepted government auditing standards (GAGAS). Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objective. We believe that the evidence obtained provides a reasonable basis for our findings and conclusions based on our audit objective.

16

## APPENDIX C

### HOW TO OBTAIN ADDITIONAL COPIES OF THE REPORT

To obtain copies of this report, write or visit our web page:

Office of the State Comptroller  
Public Information Office  
110 State Street, 15th Floor  
Albany, New York 12236  
(518) 474-4015  
<http://www.osc.state.ny.us/localgov/>

**APPENDIX D**  
**OFFICE OF THE STATE COMPTROLLER**  
**DIVISION OF LOCAL GOVERNMENT**  
**AND SCHOOL ACCOUNTABILITY**

Steven J. Hancox, Deputy Comptroller  
John C. Traylor, Assistant Comptroller

**LOCAL REGIONAL OFFICE LISTING**

**BUFFALO REGIONAL OFFICE**

Robert Meller, Chief Examiner  
Office of the State Comptroller  
295 Main Street, Room 1050  
Buffalo, New York 14203-2510  
(716) 847-3647 Fax (716) 847-3643  
Email: [Muni-Buffalo@osc.state.ny.us](mailto:Muni-Buffalo@osc.state.ny.us)

Serving: Allegany, Cattaraugus, Chautauqua, Erie,  
Genesee, Niagara, Orleans, Wyoming counties

**ROCHESTER REGIONAL OFFICE**

Edward V. Grant, Jr., Chief Examiner  
Office of the State Comptroller  
The Powers Building  
16 West Main Street – Suite 522  
Rochester, New York 14614-1608  
(585) 454-2460 Fax (585) 454-3545  
Email: [Muni-Rochester@osc.state.ny.us](mailto:Muni-Rochester@osc.state.ny.us)

Serving: Cayuga, Chemung, Livingston, Monroe,  
Ontario, Schuyler, Seneca, Steuben, Wayne, Yates  
counties

**SYRACUSE REGIONAL OFFICE**

Rebecca Wilcox, Chief Examiner  
Office of the State Comptroller  
State Office Building, Room 409  
333 E. Washington Street  
Syracuse, New York 13202-1428  
(315) 428-4192 Fax (315) 426-2119  
Email: [Muni-Syracuse@osc.state.ny.us](mailto:Muni-Syracuse@osc.state.ny.us)

Serving: Herkimer, Jefferson, Lewis, Madison,  
Oneida, Onondaga, Oswego, St. Lawrence counties

**BINGHAMTON REGIONAL OFFICE**

Patrick Carbone, Chief Examiner  
Office of the State Comptroller  
State Office Building, Room 1702  
44 Hawley Street  
Binghamton, New York 13901-4417  
(607) 721-8306 Fax (607) 721-8313  
Email: [Muni-Binghamton@osc.state.ny.us](mailto:Muni-Binghamton@osc.state.ny.us)

Serving: Broome, Chenango, Cortland, Delaware,  
Otsego, Schoharie, Sullivan, Tioga, Tompkins  
counties

**GLENS FALLS REGIONAL OFFICE**

Karl Smoczynski, Chief Examiner  
Office of the State Comptroller  
One Broad Street Plaza  
Glens Falls, New York 12801-4396  
(518) 793-0057 Fax (518) 793-5797  
Email: [Muni-GlensFalls@osc.state.ny.us](mailto:Muni-GlensFalls@osc.state.ny.us)

Serving: Clinton, Essex, Franklin, Fulton, Hamilton,  
Montgomery, Rensselaer, Saratoga, Warren, Washington  
counties

**ALBANY REGIONAL OFFICE**

Kenneth Madej, Chief Examiner  
Office of the State Comptroller  
22 Computer Drive West  
Albany, New York 12205-1695  
(518) 438-0093 Fax (518) 438-0367  
Email: [Muni-Albany@osc.state.ny.us](mailto:Muni-Albany@osc.state.ny.us)

Serving: Albany, Columbia, Dutchess, Greene,  
Schenectady, Ulster counties

**HAUPPAUGE REGIONAL OFFICE**

Ira McCracken, Chief Examiner  
Office of the State Comptroller  
NYS Office Building, Room 3A10  
Veterans Memorial Highway  
Hauppauge, New York 11788-5533  
(631) 952-6534 Fax (631) 952-6530  
Email: [Muni-Hauppauge@osc.state.ny.us](mailto:Muni-Hauppauge@osc.state.ny.us)

Serving: Nassau, Suffolk counties

**NEWBURGH REGIONAL OFFICE**

Christopher Ellis, Chief Examiner  
Office of the State Comptroller  
33 Airport Center Drive, Suite 103  
New Windsor, New York 12553-4725  
(845) 567-0858 Fax (845) 567-0080  
Email: [Muni-Newburgh@osc.state.ny.us](mailto:Muni-Newburgh@osc.state.ny.us)

Serving: Orange, Putnam, Rockland, Westchester  
counties

18

FILL IN BELOW (1) OR (2) - whichever applies:

CERTIFICATION OF CLERK  
TO BE FILED WITH PROOF OF PUBLICATION

(1) I CERTIFY that the Observer Dispatch is the official  
(Name of Newspaper)  
newspaper of County of Oneida  
(Name of Municipality, District, Agency or Activity)  
Dated: 7/23/2010 Signed: [Signature]  
(Clerk-Secretary)



(2) I CERTIFY that the \_\_\_\_\_ has  
(Name of Municipality, District, Agency or Activity)  
no official newspaper but that the \_\_\_\_\_  
(Name of Newspaper)  
is a newspaper having general circulation in such municipality, district, or area served by such  
agency or activity.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Clerk-Secretary)



FILL IN BELOW (1) OR (2) - whichever applies:

CERTIFICATION OF CLERK

TO BE FILED WITH PROOF OF PUBLICATION

(1) I CERTIFY that the Rome Sentinel is the official  
(Name of Newspaper)

newspaper of Oneida County  
(Name of Municipality, District, Agency or Activity)

Dated: 7/23/2010 Signed: [Signature]  
(Clerk-Secretary)



(2) I CERTIFY that the \_\_\_\_\_ has  
(Name of Municipality, District, Agency or Activity)

no official newspaper but that the \_\_\_\_\_  
(Name of Newspaper)

is a newspaper having general circulation in such municipality, district, or area served by such  
agency or activity.

Dated: \_\_\_\_\_ Signed: \_\_\_\_\_  
(Clerk-Secretary)



**ONEIDA COUNTY DEPARTMENT OF LAW**

**COPY**

Oneida County Office Building  
800 Park Avenue • Utica, New York 13501-2975  
(315) 798-5910 • fax (315) 798-5603

**ANTHONY J. PICENTE JR.**  
COUNTY EXECUTIVE

**LINDA M.H. DILLON**  
COUNTY ATTORNEY

July 21, 2010

OD – VIA E-MAIL: [legals@uticaod.com](mailto:legals@uticaod.com)  
ROME SENTINEL - VIA E-MAIL: [classad@rny](mailto:classad@rny)

*To go to Board*

OBSERVER-DISPATCH  
ATTENTION: LEGAL NOTICES  
221 ORISKANY PLAZA  
UTICA NY 13501-1280

ROM  
ATT  
333  
ROM SENTINEL

**Re: Legal Notice**

Dear Sir/Madam:

Enclosed herewith is a Notice to be published in your paper on **FRIDAY, JULY 23, 2010.**

Upon completion of publication, send one (1) affidavit of publication, together with your statement and one (1) voucher to the above address.

Thank you.

Very truly yours,

LINDA M. H. DILLON  
County Attorney

LMHD/ndr  
Enclosure

cc: Clerk, Board of Legislators

STATE OF NEW YORK  
OFFICE OF THE STATE COMPTROLLER

NOTICE

NOTICE IS HEREBY GIVEN THAT THE FISCAL AFFAIRS OF THE COUNTY OF ONEIDA FOR THE PERIOD BEGINNING ON JANUARY 1, 2008 AND ENDING ON DECEMBER 31, 2009 HAVE BEEN EXAMINED BY THE OFFICE OF THE STATE COMPTROLLER AND THAT THE REPORT OF EXAMINATION PREPARED BY THE OFFICE OF THE STATE COMPTROLLER HAS BEEN FILED IN MY OFFICE WHERE IT IS AVAILABLE AS A PUBLIC RECORD FOR INSPECTION BY ALL INTERESTED PERSONS. PURSUANT TO SECTION THIRTY FIVE OF THE GENERAL MUNICIPAL LAW, THE GOVERNING BOARD OF THE COUNTY OF ONEIDA MAY, IN ITS DISCRETION, PREPARE A WRITTEN RESPONSE TO THE REPORT OF EXAMINATION PREPARED BY THE OFFICE OF THE STATE COMPTROLLER AND FILE ANY SUCH RESPONSE IN MY OFFICE AS A PUBLIC RECORD FOR INSPECTION BY ALL INTERESTED PERSONS NOT LATER THAN OCTOBER 26, 2010.

S/MIKALE BILLARD  
MIKALE BILLARD  
CLERK, BOARD OF COUNTY LEGISLATORS

# ONEIDA-HERKIMER SOLID WASTE AUTHORITY

## BOARD MEMBERS

Donald Gross, Chairman  
Neil C. Angell, Vice Chairman  
Harry A. Herfline, Treasurer  
Vincent A. Casale  
Alicia Dicks

James M. D'Onofrio  
Barbara Freeman  
Kenneth A. Long  
Robert J. Roberts, III  
James M. Williams

William A. Rabbla, Executive Director  
Peter M. Rayhill, Authority Counsel  
Jodi M. Tuttle, Authority Secretary

## MEMORANDUM

FN 20 10 - 293

**TO:** Oneida & Herkimer County Legislators  
**FROM:** William A. Rabbla, Executive Director *WAR*  
**DATE:** July 19, 2010  
**RE:** NYS Draft Solid Waste Management Plan "Beyond Waste"

**READ & FILED**

The New York State Department of Environmental Conservation has developed a new Draft State Solid Waste Management Plan entitled, "Beyond Waste". The State is accepting public comments on the Plan through August 16, 2010.

The Authority has completed an internal review of the Plan and we have a number of comments and concerns related to the Draft Plan. I have attached my written comments to the Department which outlines our concerns, for your review.

Our main concerns are related to new fees/surcharges proposed, as well as regulations forcing Planning Units to invest in processing systems and technologies not fitted for the community. As you know, Oneida and Herkimer Counties have been out front on the issues set forth in the Draft Plan. We have spent over \$100 million of our own money to build a comprehensive self-sufficient system. A significant concern for us, which I have expressed to the State, is that fees and surcharges will be levied to build infrastructures in a fashion that will punish those communities that were progressive in their approach to these matters and reward those communities who did nothing. In short, we are concerned that our citizens will pay twice – once to build our own infrastructure and a second time to build infrastructures elsewhere.

I have presented my comments at the July 8, 2010 Public Hearing in Syracuse. The Authority has also worked with the New York State Association For Solid Waste Management (NYSASWM) to relay concerns to the Department.

Please feel free to call me with any questions or comments.

WAR/jmt

Enclosure

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 21 AM 10:52

23

# ONEIDA-HERKIMER SOLID WASTE AUTHORITY

---

## BOARD MEMBERS

Donald Gross, Chairman  
Nell C. Angeli, Vice Chairman  
Harry A. Herlihy, Treasurer  
Vincent A. Casale  
Alicia Dicks

James M. D'Onofrio  
Barbara Freeman  
Kenneth A. Long  
Robert J. Roberts, III  
James M. Williams

William A. Rabbla, Executive Director  
Peter M. Rayhill, Authority Counsel  
Jodi M. Tuttle, Authority Secretary

July 19, 2010

Edwin Dassatti, P.E.  
Director  
Division of Solid and Hazardous Materials  
NYSDEC  
625 Broadway  
Albany, NY 12233-7250

RE: Draft NYS Solid Waste Management Plan "Beyond Waste"

Dear Director Dassatti:

The Oneida-Herkimer Solid Waste Authority has completed an internal review of "Beyond Waste". As you are aware, the Authority has developed and implemented a fully integrated, self-sufficient solid waste management system. While "Beyond Waste" contains useful information, our 20-year experience as a planning unit leads us to conclude that is not a realistic, practical planning tool.

The renewed emphasis on recycling, composting, reduction and reuse is certainly laudable and we fully support this emphasis. The Oneida-Herkimer Solid Waste Authority shares the same goal to aggressively divert waste from our landfill.

However, in our opinion "Beyond Waste" has two major shortfalls. First, it does not contain a detailed analysis of the fiscal implications of the proposed Plan on the State or its planning units. Obviously, given the current economic situation that the State and local governments face, such an analysis is vitally important. The Plan should put forth anticipated revenue sources, spending priorities, expenses per program and draft budgets. It is simply not possible to make informed decisions about the future of waste management in the State without this financial information.

Second, the State would be well served by conducting a comprehensive evaluation of new waste processing technologies such as pyrolysis, gasification, anerobic digestion, etc. This analysis should include a detailed look at the feasibility of widespread large-scale organics (food waste) composting. The "Beyond Waste" Plan makes the case for planning units to embrace these technologies with blind faith. We can't afford to do that until these technologies have proven track records and can both compete from a tip fee perspective with other options and from a market demand perspective. Similar programs in other states have demonstrated that large scale organics composting programs far exceed market demand, with final product ultimately ending up as landfill material.

24

Furthermore, we offer the following comments related to specific elements of the Draft Plan:

- Recycling and Reduction goals (15% every 2 years for 10 years) are unrealistic. The Plan should include realistic, achievable reduction goals based on prior experience. The State's recycling and reduction goals are lofty but will be very expensive to achieve as new facilities, programs and public education campaigns will need to be developed. It is far from certain that markets exist or will exist to handle these huge increases in recyclables. Consequently, if these goals are tied to facility permitting, the State may see a disposal capacity shortfall.
- The Draft Plan relies too heavily upon unrealistic increases in organics recovery. Although we've been successful with yard waste diversion and composting, there are legitimate hurdles associated with food waste composting such as separation, collection, facility siting, processing costs and marketing of the finished product. A full environmental, economic as well as technological analysis related to organics diversion and processing needs to be included in the Plan.
- The Draft Plan includes developing a list of mandated recyclables and phased in disposal prohibitions without the necessary guaranteed funding for developing markets and infrastructure. This leads to an additional unfunded burden on LSWM planning units. The local planning units will ultimately have to manage these potentially unmarketable, unprocessable materials. Securing necessary funding related to recycling should be the state's first priority, (we are currently three years behind for our recycling grant reimbursement) and the Plan should leave the current economic feasibility test related to recyclables in place.
- The Draft Plan includes establishing special fees or surcharges on solid waste tipping fees without a formula for distributing the funds. **We are opposed to any new fees.** These fees will further burden our economically stressed state. Our system has already incorporated the necessary funds into solid waste disposal fees to pay for our self sufficient, integrated solid waste management system.
- We support pay-as-you-throw (PAYT) systems and have successfully implemented such systems in many of our communities. However, each community has its own special set of circumstances. Implementing PAYT should be a local decision and not mandated.
- The Draft Plan relies heavily upon product stewardship initiatives to reach its reduction goals. We support product stewardship. However, without a federal product stewardship initiative we could be forced into a situation of patch work programs between States that may make NYS a more expensive place to live and operate a business when compared to other States.

- The Draft Plan proposes further funding for MRF upgrades. We support this proposal. Funding should be prioritized and retroactive for progressive planning units which have already invested in MRF facilities.
- Oneida-Herkimer believes disposal self sufficiency should be one of the State's primary goals. New York State should manage its own waste. Oneida-Herkimer has a self sufficient, fully integrated solid waste management program developed over the last 20 years.
- We support the reuse policy that emphasizes civil engineering practices for difficult to recycle materials such as waste glass and tires. Our experience with this application has been positive.
- In reviewing the Plan and the 2008 Planning Unit Profile for Oneida-Herkimer we've identified a number of errors. Some of the data related to tonnages from our region is incorrect. The Plan should be based upon accurate data.
- The Plan should more clearly differentiate between newer landfills and older landfills with regard to landfill gas collection efficiency. The Plan does not give enough credit to landfill gas collection efficiency, energy production benefits and significant green house gas (methane) reduction levels associated with landfill gas collection at modern landfills, an application which has been endorsed by the Federal Government and is being encouraged through grants and tax incentives.
- The State must acknowledge the fact that there will always be a vital role to be played by landfills and waste-to-energy facilities. Even if recyclable levels increase dramatically, the remainder must still be disposed of in an environmentally sound manner at our landfills and waste-to-energy facilities. These facilities should be treated as necessary pieces of infrastructure no different than a recycling center or compost facility.
- The Plan wrongly equates all planning units. In reality there are widespread differences between downstate and upstate, rural vs. urban, waste exporters vs. self-sufficient systems, public based and private based, and mature established, comprehensive solid waste management programs and barely discernible programs (some with no LSWMPs). The Plan simply does not take these differences into account. **Oneida-Herkimer has invested over 100 million dollars in our self sufficient comprehensive system as well as spending hundreds of thousands to create and defend a legislative regime which has provided legal and financial security for system implementation at other planning units. The State should focus its efforts on the planning units that clearly are behind the curve instead of forcing all planning units to meet unfunded mandates which would, in effect, punish those planning units that complied with the State's current requirements while rewarding those who did not.**

Edwin Dassatti, P.E.

July 19, 2010

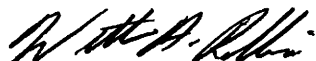
Page 4

- The Plan recommends expansion of the Waste Transporter program to include transporters of MSW and C&D debris. We feel this was an unnecessary additional financial burden on municipalities and will limit competition, driving collection costs higher and potentially driving smaller enterprises out of business leaving the rural communities without service.
- The Plan does not address the coordination with other NYSDEC Divisions. Coordination is important when one considers operational and facility siting constraints as well as the financial demands placed upon planning units by other divisions such as the Division of Water.

Thank you for considering our comments. It is important in these difficult economic times that local planning units are not further burdened with unfunded mandates.

Please feel free to contact me with any questions.

Sincerely,



William A. Rabbia  
Executive Director

WAR/aag

cc: Authority Board of Directors  
Anthony Picente, Oneida County Executive  
James Wallace, Herkimer County Administrator  
Oneida County Legislators  
Herkimer County Legislature  
Senator Joseph Griffo  
Senator James Seward  
Assemblyman Marc Butler  
Assemblywoman Roanne Destito  
Assemblyman William Magee  
Assemblyman David Townsend





# OFFICE OF THE SHERIFF

## COUNTY OF ONEIDA

DANIEL G. MIDDAUGH  
SHERIFF

M. PETER PARAVATI  
UNDERSHERIFF

May 20, 2010

FN 20 10-294

OHIEDA COUNTY LEGISLATURE  
RECEIVED  
2010 JUL 15 AM 10:50

**PUBLIC SAFETY**

**WAYS & MEANS**

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

Dear Mr. Picente

The Sheriff's Office is requesting that Oneida County enter into contract with the New York State Office of Homeland Security grant for the 2009 State Law Enforcement Terrorism Prevention Program. This Office has been awarded \$145,750. The grant will expire on August 31, 2012.

The monies obtained for the grant will be used for several purposes. First, the grant will allow the to continuance of the Automatic Vehicle Locator (AVL) Project . This project pays for a cellular based system that helps to coordinate manpower and vehicle resources in critical incidents. It is important for Officer Safety. The system is in place but there are operating costs involved. This project is coordinated with Village and Town police agencies, as well as the City of Rome. Additional response equipment will also be purchased.

Secondly, the grant also allows for the continuation of the maintenance of the Records Management System implemented in the Law Enforcement Unit. This system allows for one source of investigative information and the ability to search and retrieve data from one location to another. This is useful in solving crimes and enforcing the law.

Finally, 25% of the funds must be used for training of Deputies in Homeland Security or reimbursement to backfill positions for overtime costs incurred as a result of such training.

I am requesting for approval and signature of this contract. A separate request for the establishment of a Capitol project has been made.

If I can be of further assistance , please feel free to contact me.

Sincerely,

Daniel G. Middaugh,  
Sheriff

Reviewed and approved for submission to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 7/15/10

cc: Tom Keeler, Budget Director

**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

28

Oneida Co. Department: Sheriff

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

ONEIDA COUNTY BOARD  
OF LEGISLATORS

**Name of Proposing Organization:** Contract with New York State Homeland Security

**Title of Activity or Service:** Homeland Security funds: Law Enforcement Terrorism Prevention

**Proposed Dates of Operation:** 8/01/2009 – 7/31/2012

**Client Population/Number to be Served:** Residents of Oneida County

**Summary Statements**

**1) Narrative Description of Proposed Services:** Firstly, to fund the continuation of the Automatic Vehicle Locating (AVL) Project. This is a cellular based system that assists in mobilizing resources in critical incidents. This effort is coordinated with other town/village police departments and the City of Rome. Secondly, to continue with the Records Management System that was recently installed in Law Enforcement Unit. Lastly, 25 % of the funding must be used for training related to homeland security or to backfill staff time while Deputies receive training.

**2) Program/Service Objectives and Outcomes:** Coordination of manpower and equipment is critical in high risk incidents. Location of the incident, assessment of the incident by properly trained staff, and mobilization of physical resources are critical in a high risk situation. Proper record maintenance is also vital so that information is accessible, comprehensive and current.

**3) Program Design and Staffing:** This grant will allow for overtime for Deputies backfilling for shifts when Deputies are being trained in homeland security. Otherwise, there is no reimbursement for staff.

**Total Funding Requested:** \$145,750      **Account #** **New Capitol Account requested**

**Oneida County Dept. Funding Recommendation:** Recommend funding

**Proposed Funding Sources (Federal \$/ State \$/County \$):** NYS Homeland Security funding

**Cost Per Client Served:** N/A

**Past Performance Data:** Have contracted with NYS Homeland Security before with success.

**O.C. Department Staff Comments:** Please create a new capitol account.

<b>STATE AGENCY:</b> New York State Office of Homeland Security 1220 Washington Avenue Albany, NY 12242	<b>NYS COMPTROLLER'S NUMBER:</b> C835092 (Contract Number)  <b>ORIGINATING AGENCY CODE:</b> 01077
<b>GRANTEE/CONTRACTOR: (Name &amp; Address)</b>  Oneida County 800 Park Avenue Utica, NY 13501	<b>TYPE OF PROGRAM(S):</b> WM2009 SLETPP CFDA# 97.067  <b>OHS NUMBER(S):</b> WM09835092
<b>FEDERAL TAX IDENTIFICATION NO:</b> 15-6000460  <b>MUNICIPALITY NO (if applicable):</b> 300100000 000	<b>INITIAL CONTRACT PERIOD:</b> FROM: 08/01/2009 TO: 07/31/2012  <b>FUNDING AMOUNT FOR INITIAL PERIOD:</b> \$ 145,750
<b>STATUS:</b> Contractor is not a sectarian entity.  Contractor is not a not-for-profit organization	<b>MULTI-YEAR TERM (if applicable):</b> FROM: TO:
<b>CHARITIES REGISTRATION NO:</b>  Contractor has _____ / has not _____ timely filed with the Attorney General's Charities Bureau all required periodic or annual written reports.  If 'Exempt' is entered above, reason for exemption: _____	<b>APPENDICES ATTACHED AND PART OF THIS AGREEMENT</b>  <input checked="" type="checkbox"/> APPENDIX A Standard Clauses required by the Attorney General for all State contracts <input checked="" type="checkbox"/> APPENDIX A-1 Agency-Specific Clauses <input checked="" type="checkbox"/> APPENDIX B Budget <input checked="" type="checkbox"/> APPENDIX C Payment and Reporting Schedule <input checked="" type="checkbox"/> APPENDIX D Program Workplan and Special Conditions  _____ APPENDIX X Modification of Agreement Form (to accompany modified appendices for changes in terms or considerations on an existing period or for renewal periods.  _____ OHS-55 Budget Amendment/Grant Extension Request  _____ Other -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates indicated below.	
<b>NYS OFFICE OF HOMELAND SECURITY</b>  By: _____ Date: _____ F. David Sheppard, Acting Assistant Director  State Agency Certification: "In addition to the acceptance of this contract, I also certify that original copies of this signature page will be attached to all other exact copies of this contract."  <b>GRANTEE:</b> By: _____ Date: _____ Hon. Anthony J Picente, County Executive  STATE OF NEW YORK County of _____ On this _____ day of _____, 20____, before me personally came _____, to me known, who being duly sworn, did depose and say that (s)he resides in _____, that (s)he is the _____ of the _____, the Grantee described in and which executed the foregoing instrument; that it was so executed by the authority of the Grantee, and that (s)he signed his/her name hereto by like order. (Notary) _____	
<b>ATTORNEY GENERAL'S SIGNATURE</b>  _____  Title: _____  Date: _____	<b>APPROVED:</b> <b>THOMAS P. DINAPOLI,</b> <b>STATE COMPTROLLER</b>  By: _____  Date: _____

**APPENDIX A**

**STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.**

June, 2006

## TABLE OF CONTENTS

1. Executory Clause
2. Non-Assignment Clause
3. Comptroller's Approval
4. Workers' Compensation Benefits
5. Non-Discrimination Requirements
6. Wage and Hours Provisions
7. Non-Collusive Bidding Certification
8. International Boycott Prohibition
9. Set-Off Rights
10. Records
11. Identifying Information and Privacy Notification
12. Equal Employment Opportunities For Minorities and Women
13. Conflicting Terms
14. Governing Law
15. Late Payment
16. No Arbitration
17. Service of Process
18. Prohibition on Purchase of Tropical Hardwoods
19. MacBride Fair Employment Principles
20. Omnibus Procurement Act of 1992
21. Reciprocity and Sanctions Provisions
22. Purchases of Apparel

## STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the

performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate, in an international boycott in violation of the Federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States, subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor.

within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

#### **11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.**

(a) **FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER.** All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. Failure to include this number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services, or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law.

(2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

#### **12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.**

In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment,

employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State; or (iii) banking services, insurance policies or the sale of securities. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

**13. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.** The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
30 South Pearl St - 7<sup>th</sup> Floor  
Albany, New York 12245  
Telephone: 518-292-5220  
Fax: 518-292-5884  
<http://www.empire.state.ny.us>

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
30 South Pearl St - 2nd Floor  
Albany, New York 12245  
Telephone: 518-292-5250  
Fax: 518-292-5803  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State:

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts:

**21. RECIPROcity AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a county, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

**22. PURCHASES OF APPAREL.** In accordance with State Finance Law 162 (4-a), the State shall not purchase any apparel from any vendor unable or unwilling to certify that: (i) such apparel was manufactured in compliance with all applicable labor and occupational safety laws, including, but not limited to, child labor laws, wage and hour laws and workplace safety laws, and (ii) vendor will supply, with its bid (or, if not a bid situation, prior to or at the time of signing a contract with the State), if known, the names and addresses of each subcontractor and a list of all manufacturing plants to be utilized by the bidder.



**APPENDIX A-1**  
**New York State Office of Homeland Security**  
**AGENCY-SPECIFIC CLAUSES**

**A. GENERAL TERMS AND CONDITIONS**

1. This contract (Agreement) is hereby made by and between the Office of Homeland Security (OHS), on behalf of the State of New York (State) and the Grantee.
2. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of this Agreement.
3. This Agreement incorporates the face pages attached, this Appendix and all of the marked Appendices identified on the face page hereof.
4. Funding for the entire Agreement Period shall not exceed the funding amount specified as "Funding Amount for the Initial Period" on the face page hereof.
5. The period of this Agreement shall be as specified on the face page hereof. Should funding become unavailable, this Agreement may be suspended until funding becomes available. In such event OHS shall notify the Grantee immediately of learning of such unavailability of funds, however, any such suspension shall not be deemed to extend the term of this Agreement beyond the end date specified on the face page hereof.
6. To modify the Agreement, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope, or change in the term, is subject to the approval of the NYS Office of the State Comptroller. Any other modifications shall be processed in accordance with OHS guidelines as stated in this Agreement.
7. The Grantee must meet the program objectives summarized in the Program Work Plan and Special Conditions (Appendix D) to the satisfaction of OHS in accordance with provisions of the Agreement, relevant laws, rules and regulations, administrative and fiscal guidelines and, where applicable, operating certificates for facilities or license for an activity or program.
8. If the Grantee enters into subcontracts for the performance of work pursuant to this Agreement, the Grantee shall take full responsibility for the acts and omissions of its sub-grantees. Nothing in the subcontract shall impair the rights of the State under this Agreement. No contractual relationship shall be deemed to exist between the sub-grantee and neither OHS nor the State of New York.
9. If this Agreement exceeds \$50,000, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If this Agreement is \$15,000 or less, it shall not take effect until it is executed by both parties.

If this Agreement ranges in dollar amount from \$15,000.01 to \$50,000, execution is contingent upon the appropriation. If the Agreement utilizes funds appropriated *prior to* April 1, 2006, it shall not take effect until it is executed by the parties hereto and approved by both the Offices of the NYS Attorney General and State Comptroller. If the Agreement

- utilizes funds appropriated *on or after* April 1, 2006, it shall not take effect until it is executed by both parties.
10. The failure of a party to enforce a contractual obligation shall not eliminate the other party's obligation to perform such contractual obligation.
  11. In the event that any provision of this Agreement is determined to be null and void, all remaining provisions shall continue to be in full force and effect.
  12. If applicable, the Grantee agrees to obtain not-for-profit status, a federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish OHS with this information as soon as it is available.
  13. The Grantee agrees, as a material condition of the Agreement, to comply with all applicable provisions of the Hatch Act (5 U.S.C. 1501 et seq.), as amended.
  14. The Grantee shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 889-aa; State Technology Law Section 208). The Grantee shall be liable for the costs associated with such breach if caused by the Grantee's negligent or willful acts or omissions, or the negligent or willful actions or omissions of Grantee's agents, officers, employees or sub-grantees.
  15. Consistent with the NYS Office of State Comptroller Bulletin No. G-221, all non-governmental (non-profit and commercial) organizations scheduled to receive grant funding from OHS must comply with Vendor Responsibility requirements.

**B. BUDGET, PAYMENT, REIMBURSEMENT AND REPORTING REQUIREMENTS**

1. The Grantee is not permitted to make any changes to the Agreement budget without the written approval of OHS. Furthermore, any proposed modification to the Agreement which results in a change of greater than 10 percent to any budget category, must be submitted to NYS Office of State Comptroller for approval.
2. To be eligible for payment, the Grantee shall submit to the OHS' designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to OHS.
3. OHS shall make payments and any reconciliation in accordance with the Payment and Reporting Schedule (Appendix C). OHS shall pay the Grantee for completed, approved projects, a sum not to exceed the amount noted on the face page hereof. The Grantee must not seek or accept reimbursement from any other sources for Grantee costs and services pursuant to this Agreement.
4. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to OHS must contain all information and supporting documentation required by the Agreement, OHS and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of OHS, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the

ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.

5. The Grantee shall meet all audit requirements of the federal government and State of New York.
6. Space rental provided by this Agreement must be supported by a written lease, maintained on file and made available by the Grantee upon request.
7. The Grantee's request for travel, meals or lodging reimbursement shall be in accordance with Appendix B, Budget; and, unless written authorization has been received from OHS, shall not exceed rates authorized by the NYS Office Of State Comptroller (Audit and Control). Rates may be viewed online at: <http://www.osc.state.ny.us/agencies/travel/travel.htm>.
8. The Grantee's employment of a consultant must be supported by a written agreement executed by the Grantee and the consultant. A consultant is defined as an individual or organization hired by the Grantee for the stated purpose of accomplishing a specific task relative to the funded project. All consultant services must be obtained in a manner that provides for fair and open competition. The Grantee shall retain copies of all solicitations seeking a consultant, written agreements and documentation justifying the cost and selection of the consultant, and make them available to OHS upon request. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of the consultant as if it were its own.
  - a) Unless a special condition applies to this Agreement, the rate for consultant services shall be reasonable and consistent with the amount paid for similar services in the marketplace. Time and effort reports are required for consultants.
  - b) Grantee must adhere to the following guidelines at a minimum when obtaining consultant services.
    - i. Consultant services that cost up to \$15,000 may be obtained by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
    - ii. Consultant services that cost over \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (i.) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.

- iii. Consultant services that cost over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide services; equal provision of information to all interested parties; reasonable deadlines; establishment of the methodology of evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
  - c) A Grantee that is a local government must contract for consultants in accordance with General Municipal Law Article 5-A and any other applicable regulations.
  - d) A Grantee who proposes to obtain consultant services from a particular vendor without competitive bidding must obtain the prior written approval of OHS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such consultant services must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of Homeland Security. A copy of OHS' approval must also be submitted with the voucher for payment.
- 9. Equipment means tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit. A Grantee may use its own definition of equipment provided that such definition would at least include all equipment defined above. A copy of the property record(s) or equipment inventory report(s) with relevant purchasing and supporting documentation must be made available to OHS upon request. Property records or equipment inventory reports must be maintained, by award, that include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, and cost of the property, percentage of federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property. The Grantee must document receipt of all applicable equipment purchased with grant funds. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
- 10. Upon completion of all contractual requirements by the Grantee, OHS will consider a request for continued use and possession of the equipment purchased with grant funds provided the equipment continues to be used in connection with a public security program. When disposing of equipment purchased with homeland security grant funding, a State agency must dispose of equipment in accordance with State Laws and procedures. All other Grantees shall dispose of equipment as follows:
  - a) Items of equipment with a current per unit market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
  - b) Items of equipment with a current per unit fair market value of \$5,000 or more may be retained or sold. If sold, the awarding agency shall have a right to an amount calculated by multiplying the proceeds from the sale by the awarding agency's share of the equipment. If retained, the current market value is to be used in the

calculation. To remit payments, award recipients should contact OHS at 1-866-837-9133 for guidance.

11. The Grantee further agrees that, when practicable, any equipment purchased with grant funding shall be prominently marked as follows:

“Purchased with funds provided by the U.S. Department of Homeland Security.”

12. Written justification and documentation for all procurements must be maintained on file, and made available to OHS upon request. All procurements must be made in a fair and open manner and in accordance with the pre-determined methodology established for evaluating bids (e.g., lowest responsible bidder or best value).

a) Grantee must also make all procurements as noted below:

- i. If the Grantee is eligible to purchase an item or service from a government contract or is able to purchase such item or service elsewhere at a lower than or equal price, then such purchase may be made immediately.
- ii. A Grantee purchasing any single piece of equipment, single service or multiples of each that cost up to \$15,000 may do so by proving reasonableness of price. One method of proving reasonableness of price is to obtain three quotations from responsible vendors, on the vendor's letterhead. A description of the selection process must be maintained, as well as a record of the quotations.
- iii. Goods or services or multiples of each that have an aggregate cost between \$15,000 up to \$50,000 may be obtained by advertising the opportunity in a reasonable manner and in an appropriate venue for a reasonable period of time. Reasonableness of price must be proven; obtaining three quotations as in (ii) above may be used. A record must be maintained of the advertisement, the quotations, and the selection process.
- iv. A Grantee expending over \$50,000 must use a formal competitive bidding process. Guidance may be obtained from OHS. At a minimum, the competitive bidding process must incorporate the following: open, fair advertisement of the opportunity to provide the goods or services; equal provision of the information to all interested parties; reasonable deadlines; establishment of the methodology for evaluating bids before the bids are opened; sealed bids opened at one time before a committee who will certify the process; and maintenance of a record of the competitive procurement process.
- v. A Grantee who proposes to purchase from a particular vendor without competitive bidding must obtain the prior written approval of OHS. The request for approval must be in writing and set forth, at a minimum, a detailed justification for selection and the basis upon which the price was determined to be reasonable. Further, such procurement must be in accordance with the guidelines, bulletins and regulations of the NYS Office of the State Comptroller, State Procurement Council, and the U.S. Department of

Homeland Security. A copy of OHS' approval must also be submitted with the voucher for payment.

- b) A Grantee that is a State entity must make all procurements in accordance with State Finance Law Article 11, and any other applicable regulations.
  - c) A Grantee that is a local government must make procurements in accordance with General Municipal Law Article 5-A, and any other applicable regulations.
13. The Grantee shall submit detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures with any voucher and fiscal cost report requesting reimbursement. Grant-related expenditures shall be reported on Fiscal Cost Reports approved by OHS. These reports must be prepared periodically and as defined in Appendix C of this Agreement. All reported expenditures must reconcile to the program accounting records and the approved budget. Prior period adjustments shall be reported in the same accounting period that the correction is made.
  14. The Grantee must submit program progress reports and final reports as specified in Appendix C.
  15. Where advance payments are approved by OHS, the Grantee agrees to expend the advance payments in accordance with the purposes set forth in Appendix D and consistent with Appendix B. The advanced funds must be placed in an interest-bearing account and are subject to the rules outlined in 44 CFR Part 13, (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments) and 2 CFR 215 (Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations), which require Grantees to promptly remit back to the federal government, through New York State Office of Homeland Security, any interest earned on these advanced funds. The Grantee may keep interest earned up to \$100 per federal fiscal year if a local unit of government and \$250 per federal fiscal year if a not-for-profit for administrative expenses. This maximum limit is not per award; it is inclusive of all interest earned as the result of all federal grant program funds received per year. Interest must be reported on Fiscal Cost Reports and remitted to OHS quarterly.

### C. ACCOUNTING FOR GRANT EXPENDITURES

1. Grant funds may be expended only for purposes and activities set forth in this Agreement. Accordingly, the most important single requirement of accounting for this grant is the complete and accurate documentation of grant expenditures. If the Grantee receives funding from two or more sources, all necessary steps must be taken to ensure that grant-related transactions are not commingled. This includes, but is not limited to, the establishment of unique budget codes, a separate cost center, or a separate chart of accounts. Expenditures must be cross-referenced to supporting source documents (purchase orders, contracts, real estate leases, invoices, vouchers, timesheets, mileage logs, etc.).
2. Grantee agrees that it shall maintain adequate internal controls and adhere to Generally Accepted Accounting Principles for Government or Generally Accepted Accounting Principles for Not-for-Profit Organizations.

3. This Agreement may be subject to fiscal audits by OHS, NYS Office of State Comptroller, pertinent federal agencies, and other designated entities to ascertain financial compliance with federal and/or State laws, regulations, and guidelines applicable to this Agreement. Such audits may include review of the Grantee's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and OHS guidelines.
4. None of the goals, objectives or tasks, as set forth in Appendix D, shall be sub-awarded to another organization without specific prior written approval by OHS. Where the intention to make sub-awards is clearly indicated in the application, OHS approval is deemed given, if these activities are funded as proposed.
5. If this Agreement makes provisions for the Grantee to sub-grant funds to other recipients, the Grantee agrees that all sub-grantees shall be held accountable by the Grantee for all terms and conditions set forth in this Agreement. The Grantee further agrees that it shall assume sole and complete responsibility for fulfilling all the obligations set forth in the Agreement and the Grantee must guarantee the work of any sub-grantee as if it were its own.
6. The Grantee agrees that all sub-grantee arrangements shall be formalized in writing between the parties involved. The writing must, at a minimum, include the following information:
  - Activities to be performed;
  - Time schedule;
  - Project policies;
  - Other policies and procedures to be followed;
  - Dollar limitation of the Agreement;
  - Appendix A, Appendix A-1, Appendix C, Certified Assurances for Federally Supported Projects, Certification Regarding Lobbying, Debarment and Suspension and any special conditions set forth in the Agreement;
  - Applicable federal and/or State cost principles to be used in determining allowable costs; and
  - Property Records or Equipment Inventory Reports.
7. The Grantee will not be reimbursed for sub-granted funds unless all expenditures by a sub-grantee are listed on detailed itemization forms or a form deemed acceptable to OHS. Backup documentation for such expenditures must be made available to OHS upon request. All expenditures must be programmatically consistent with the goals and objectives of this Agreement and with the Budget set forth in Appendix B.

#### D. PROPERTY

1. Any equipment, furniture or supplies or other property purchased pursuant to this Agreement is deemed to be the property of the State, except as may otherwise be governed by federal or State laws, rules or regulations or stated in this Agreement.
2. Upon completion of all contractual requirements by the Grantee under this Agreement, OHS shall accept a request for continued use and possession of the equipment purchased with

grant funds providing the equipment continues to be used in accordance with the contracted activities and guidelines in this Agreement.

3. The Grantee must conduct a physical inventory of property records at least once every two years to verify the existence, current utilization and continued need for the property. In the event the property is no longer required by the Grantee, this fact should be reported to OHS as soon as possible and appropriate guidelines followed, as specified in this Appendix.
4. If Grantee disposes of any equipment purchased under this Agreement during the active lifespan of said equipment, Grantee must reinvest any proceeds from the disposal into additional equipment items to continue Grantee's organization's activities subject to the guidelines of this Agreement. If the Grantee does not reinvest proceeds to continue activities subject to this Agreement, the percentage of the proceeds equal to the proportion of the original purchase price paid by funds for the Agreement must be repaid to the State of New York.

#### E. FEDERAL REQUIREMENTS

1. The Grantee must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements.
2. A list of regulations commonly applicable to United States Department of Homeland Security (DHS) grants are listed below, including the guidance:

##### a) Administrative Requirements:

1. 44 CFR Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
2. 2 CFR Part 215, Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations (OMB Circular A-110)

##### b) Cost Principles:

1. 2 CFR Part 225, State and Local Governments (OMB Circular A-87)
2. 2 CFR Part 220, Educational Institutions (OMB Circular A-21)
3. 2 CFR Part 230, Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulation Sub-part 31.2, Contracts with Commercial Organizations

##### c) Audit Requirements:

1. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
3. The Grantee shall ensure it is aware of and complies with all applicable laws, regulations and program guidance. It is the responsibility of the Grantee to become familiar with and comply with all terms and conditions associated with acceptance of funds.
4. The Grantee must ensure full compliance with all cost documentation requirements, including specific personal service documentation, as applicable directly to the Grantee, sub-



recipient or collaborative agency/organization. The Grantee must maintain specific documentation as support for project related personal service expenditures as this Agreement is supported by federal funds. Depending upon the nature or extent of personal service provided under this Agreement, the Grantee shall maintain semi-annual (or more frequent) personal service certifications and/or an after-the-fact personnel activity reporting system (or equivalent) which complies with all applicable laws, regulations and program guidance. Failure to do so may result in disallowance of costs.

5. In accordance with federal requirements, a Grantee that receives during its fiscal year \$500,000 or more of federal funds from all sources, including this Agreement, must agree to have an independent audit of such federal funds conducted in accordance with the federal Office of Management and Budget (OMB) Circular A-133. OMB Circular A-133 further requires that the final report for such audit be completed within nine months of the end of the Grantee's fiscal year.
6. The Grantee must provide one copy of such audit report to OHS within nine months of the end of its fiscal year, or communicate in writing to OHS that Grantee is exempt from such requirement.
7. Program income earned by the Grantee during the grant funding Period must be reported in writing to OHS, in addition to any other statutory reporting requirements. Program income consists of income earned by the grant recipient that is directly generated by a supported activity or earned as a result of the grant program. Program income includes, but is not limited to, income from fees for services performed, the use of rental or real or personal property acquired under federally-funded projects, the sale of commodities or items fabricated under an award, license fees and royalties on patents and copyrights and interest on loans made with federal award funds. For example, if the purpose of a grant is to conduct conferences, any training fees that are generated would be considered program income. Interest earned on grant funds is not considered program income unless specified in Appendix D. The Grantee agrees to report the receipt and expenditures of grant program income to OHS. Program income (not to include interest earned), generated by the use of these grant funds will be used to enhance the grant project.
8. Any creative or literary work developed or commissioned by the Grantee with grant support provided by OHS shall become the property of OHS, entitling OHS to assert a copyright therein, unless the parties have expressly agreed otherwise in a written instrument signed by them.
  - a) If OHS shares its right to copyright such work with the Grantee, OHS reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.
  - b) If the grant support provided by OHS is federally-sponsored, the federal awarding agency also reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use: (a) the copyright in any work developed under a grant, sub-grant or contract under a grant

or sub-grant; and (b) any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with such grant support.

- c) The Grantee shall submit one copy of all reports and publications resulting from this Agreement to OHS. Any document generated pursuant to this grant must contain the following language:

"This project was supported by a grant administered by the New York State Office of Homeland Security and the U.S. Department of Homeland Security. Points of view in this document are those of the author and do not necessarily represent the official position or policies of the New York State Office of Homeland Security or the U.S. Department of Homeland Security."

#### F. SAFEGUARDS FOR SERVICES AND CONFIDENTIALITY

1. Services performed pursuant to this Agreement must be secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
2. Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
3. Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of federal and State laws and regulations, or as specified in this Agreement.

#### G. AMENDMENT, SUSPENSION, TERMINATION OF AGREEMENT

1. The Grantee agrees that if the project is not operational within 60 days of the execution date of the Agreement, it will report by letter to OHS the steps taken to initiate the project, the reasons for delay, and the expected starting date. If the project is not operational within 90 days of the execution date of the Agreement, the Grantee will submit a second statement to OHS explaining the delay. OHS may either cancel the project and redistribute the funds or extend the implementation date of the project beyond the 90-day period when warranted by extenuating circumstances.
2. OHS will be allowed to extend, increase, amend, decrease or terminate this Agreement, upon appropriate approval of the NYS Offices of Attorney General and/or State Comptroller, as follows:
  - a) Upon approval by the NYS Office of State Comptroller, the term of this Agreement may be extended in conjunction with the extension of the federal grant award from which this Agreement is funded, not to exceed a term of five years from the initial start date.
  - b) Upon approval by the NYS Office of State Comptroller, the amount of this Agreement may be increased provided the funds are used in accordance with the

guidelines associated with this Agreement grant application kit, as outlined in Appendix D, and the scope of work has not substantially changed.

- c) This Agreement may be terminated at any time upon mutual written consent of OHS and the Grantee.
  - d) OHS may decrease the level of funding or terminate the Agreement immediately, upon written notice of termination to the Grantee, if the Grantee fails to comply with the terms and conditions of this Agreement and/or with any laws, rules, regulations, policies or procedures affecting this Agreement.
  - e) This Agreement may be terminated for convenience upon thirty (30) days' notice to the Grantee.
3. OHS reserves the right to suspend program funds if the Grantee is found to be in noncompliance with the provisions of this Agreement or other grant agreements between the Grantee and OHS or, if the Grantee or principals of the Grantee are under investigation by a New York State or local law enforcement agency for noncompliance with State or federal laws or regulatory provisions or, if in OHS' judgment, the services provided by the Grantee under the Agreement are unsatisfactory or untimely.
- i. OHS shall provide the Grantee with written notice of noncompliance.
  - ii. Upon the Grantee's failure to correct or comply with the written notice by OHS, OHS reserves the right to terminate this Agreement, recoup funds and recover any assets purchased with the proceeds of this Agreement.
  - iii. OHS reserves the right to use approved grant related expenditures to offset disallowed expenditures from any grant funded through its offices upon appropriate notification to the Grantee, or upon reasonable assurance that the Grantee is not in compliance with these terms.
4. All notices permitted or required hereunder shall be in writing and shall be transmitted either:
- (a) via certified or registered United States mail, return receipt requested;
  - (b) by facsimile transmission;
  - (c) by personal delivery;
  - (d) by expedited delivery service; or
  - (e) by e-mail.
5. Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.
6. The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this Agreement by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representatives for the purposes of receiving notices under this Agreement. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems and/or for dispute resolution.

7. Upon receipt of the notice of termination, the Grantee agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible; and agrees to not incur any new obligations after receipt of the notice without prior written approval by OHS.
8. OHS shall be responsible for payment on claims pursuant to costs incurred pursuant to terms of the AGREEMENT. In no event shall OHS be liable for expenses and obligations arising from the program(s) in this Agreement after the termination date.

#### H. AVAILABILITY OF FUNDS

1. If for any reason the State of New York or the federal government terminates its appropriation through OHS or fails to pay the full amount of the allocation for the operation of this program, this Agreement may be terminated or reduced at the discretion of OHS, provided that no such reduction or termination shall apply to allowable costs already incurred by the Grantee where funds are available to OHS for payment of such costs. Upon termination or reduction of this Agreement, all remaining funds paid to the Grantee that are not subject to allowable costs already incurred by the Grantee shall be returned to OHS. In any event, no liability shall be incurred by OHS or by the State of New York beyond monies available for the purposes of this Agreement. The Grantee acknowledges that any funds due to OHS because of disallowed expenditures after audit shall be its responsibility.
2. Unless otherwise specified, in accordance with the State Finance Law, the availability of federal and State funds budgeted as local assistance shall cease on September 15<sup>th</sup> of the year following the fiscal year in which the funds were appropriated, unless such funds are re-appropriated in the State Budget by the New York State Legislature. When local assistance funds are not re-appropriated, vouchers must be received by OHS by August 1st of the year following the fiscal year in which the funds were appropriated to ensure reimbursement.

#### I. RETENTION OF RECORDS

1. Original records must be retained for six years following the submission of the final claim against this Agreement or the end of the Agreement Period, if later. In cases where litigation, a claim, or an audit is ongoing, the records must be retained until formal completion of the action and resolution of issues or the end of the six year Period, whichever is later. In the event of an audit, the project manager or a designated responsible party must be prepared to produce source documents that substantiate claimed expenditures. OHS requires that all documentation materials be organized, readily accessible, and cross-referenced to the Fiscal Cost Reports previously submitted. If fiscal records, such as purchase orders, vouchers, payroll registers, payroll tax records, property records or equipment inventory records, etc., are to be kept in a fiscal office which is separate and apart from the program office, the project manager must have access to these original records. Such fiscal records must readily identify the associated project.

#### J. INDEMNIFICATION

1. The Grantee shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Grantee or its sub-grantees pursuant to this Agreement. The Grantee shall indemnify and hold harmless the State of New York and its officers and

employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this Agreement.

2. The Grantee is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the State nor make any claim, demand or application to, or for, any right based upon any different status.

**Appendix B - Project Budget**  
**Contract Period: 8/1/2009 - 7/31/2012**

<u>DESCRIPTION</u>	<u>GRANT AMOUNT</u>	<u>MATCH AMOUNT</u>
<b>Oneida County</b>		
<b>Personnel</b>		
Personnel OT/Backfill (DHS/OHS approved Training)	36,500.00	0.00
	<b>36,500.00</b>	<b>0.00</b>
<b>Equipment</b>		
Body Armor	6,000.00	0.00
Ballistic Helmets	1,500.00	0.00
Radio Lash headsets	2,700.00	0.00
Automatic Vehicle Locating (AVL) System Equipment (and related items)	20,000.00	0.00
Records Management System	79,050.00	0.00
	<b>109,250.00</b>	<b>0.00</b>
	Grant Total:	
	<b>145,750.00</b>	<b>0.00</b>

**APPENDIX C**  
**PAYMENT AND REPORTING SCHEDULE**

**For All Grantees:**

1. The Grantee agrees that this is a reimbursement-based contract; an advance may be provided as specified in Appendix D. All requests for reimbursement must reflect actual costs that have been disbursed by the Grantee. Items or services not received are not eligible for reimbursement.

Reimbursement requests need to include the following documents:

- Signed Voucher and Fiscal Cost Report
  - Detailed Itemization Forms or other forms deemed acceptable by OHS of any budgeted category for which reimbursement is requested
  - Written documentation of all required OHS approvals, as appropriate
2. Grantee shall provide complete and accurate vouchers to the Agency in order to receive payment. Vouchers submitted to OHS must contain all information and supporting documentation required by the Agreement, OHS and the State Comptroller. Payment for vouchers submitted by the Grantee shall only be rendered electronically, unless a paper check is expressly authorized by the Director of OHS, at the Director's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with the ordinary State procedures and practices. The Grantee shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us), or by telephone at (518) 474-4032. Grantee acknowledges that it will not receive payment on any vouchers submitted under this Agreement if it does not comply with the State Comptroller's electronic payment procedures, except where the Director has expressly authorized payment by paper check as set forth above.
  3. Grantees must submit all required fiscal reports, supporting documentation and program progress reports. Failure to meet these requirements will result in the rejection of associated vouchers. Final vouchers, reimbursement requests and reports must be submitted within 30 days of the end of the grant contract period. Failure to voucher within this period may result in the loss of grant funds. The Grantee must also refund all unexpended advances **and** any interest earned on the advanced funds. Property Records or Equipment Inventory Reports as defined in Appendix A-1, Paragraph 12, must be available at the conclusion of the grant contract period and submitted to OHS upon request.
  4. If at the end of this contract there remain any monies (advanced or interest earned on the advanced funds) associated with this contract in the possession of the Grantee, the Grantee shall submit a check or money order for that amount payable to the order of the **New York State Office of Homeland Security**. Remit the check along with the final fiscal cost report within 30 days of termination of this grant contract to:

NYS Office of Homeland Security  
Federal Fiscal Unit  
State Campus - Building 7A  
1220 Washington Avenue  
Albany, NY 12242

5. Vouchers shall be submitted in a format acceptable to OHS and the Office of the State Comptroller. Vouchers submitted for payment shall be deemed to be a certification that the payments requested are for project expenditures made in accordance with the items as contained in the Project Budget (Appendix B) and during the contract period. Such voucher shall also be deemed to certify that: a) the payments requested do not duplicate reimbursement from other sources of funding; and b) the funds provided herein do not replace funds that, in the absence of this grant, would have been made available by the Grantee for this program.
6. Fiscal cost reports must be submitted showing grant expenditures. They must also show the amount of interest earned to date on any advanced funds.

All submitted vouchers will reflect the Grantee's actual expenditures and will be accompanied by supporting detailed itemization forms or a form deemed acceptable to OHS for personal service, fringe benefit and non-personal service expenditures or other documentation as required, and by a fiscal cost report for the reporting period. In the event that any expenditure for which the Grantee has been reimbursed by grant funds is subsequently disallowed, OHS, in its sole discretion, may reduce the voucher payment by the amount disallowed. If necessary, the Grantee may be required to submit a final budget reallocation.

OHS reserves the right not to release subsequent grant awards pending Grantee compliance with this Agreement.

7. For purposes of prompt payment provisions, the Designated Payment Office for the processing of all vouchers is the Contract Unit of OHS. Payment of grant vouchers shall be made in accordance with the provisions of Article XI-A of the State Finance Law. Payment shall be preceded by an inspection period of 15 business days which shall be excluded from calculations of the payment due date for purposes of determining eligibility for interest payments. The Grantee must notify the Federal Fiscal Unit in writing of a change of address in order to benefit from the prompt payment provision of the State Finance Law. When progress reports are overdue, vouchers will not be eligible for prompt payment.
8. Timely and properly completed New York State vouchers, with supporting documentation when required, shall be submitted to:



NYS Office of Homeland Security  
 Attention: Contracts Unit  
 State Office Building Campus – Bldg. 7A  
 1220 Washington Avenue, Suite 610  
 Albany, NY 12242

9. The Grantee will submit program progress reports and one final report to OHS on a prescribed form provided by OHS as well as any additional information or amended data as required.

Progress reports will be due within 30 days of the last day of each calendar quarter or on an alternate schedule as prescribed in Appendix D. Progress reports will be due within 30 days of the last day of the calendar quarter from the start date of the program and the final report will be due upon completion of the project or termination of this Agreement. Calendar quarters, for the purposes of making program progress reports, shall be as follows:

Calendar Quarter	Report Due
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30
October 1 - December 31	January 30

The final report, or where applicable interim progress reports, will summarize the project's achievements as well as describe activities for that quarter.

50

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

This Program will be implemented by: **Oneida County Sheriff's Office**

**Project Goal:** Prevent terrorist attacks; Protect the people of New York, our critical infrastructure and key resources;  
Prepare to respond to and recover from terrorist attacks.

**Objective # 1**

Enhance capabilities to respond to all-hazards events.

**Task # 1**

Purchase law enforcement protective and communications equipment to enhance our ability to respond to all hazards events throughout the county.

**Performance Measure # 1**

Identify equipment ordered and received. Provide a brief narrative on the status of this project and training of personnel and how the project enhances the county's capabilities to respond to all-hazards events. Equipment accountability records are properly maintained.

**Task # 2**

Provide training to enhance our ability to respond to all hazards events throughout the county.

**Performance Measure # 1**

Training conducted. Provide brief narrative on the status of this project and how it enhances the county's capabilities to respond to all-hazards events; report number of personnel trained; roster of attendees maintained on file.

**Objective # 2**

Enhance a terrorism intelligence/early warning system, center, or task force.

**Task # 1**

Purchase and maintain a county-wide records management system and Automatic Vehicle Locating System (AVL) equipment to allow all agencies within the county to share information in real time.

**Performance Measure # 1**

Identify equipment ordered and received. Provide brief narrative on the status of the equipment and how it enhances the county's capabilities to respond to all-hazards events. Equipment accountability records are properly maintained.

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

**I. ALL GRANT FUNDS:**

**A. Permissible Use of Funding**

1. Homeland Security Grant Program (HSGP) funds must be used in accordance with the guidelines set forth in the FY 2009 HSGP application kit, which can be located at <http://www.fema.gov/government/grant/hsgp/index09.shtm>.
2. All planning, training and Chemical, Biological, Radiological and Nuclear Explosives (CBRNE) exercises and/or equipment purchased with FY 2009 HSGP funds must support the prevention, response and/or recovery goals set forth in New York State's Homeland Security Strategy represented by the list of priorities included in the grant applications and approved investment justifications. New York State's Homeland Security Strategy can be located on OHS' website at <http://www.security.state.ny.us/publications/index.html>.
3. Designated Urban Areas under the Urban Areas Security Initiative (UASI) must have a charter document on file with the Federal Emergency Management Agency (FEMA) prior to drawing down FY 2009 UASI funding. The charter must address critical issues such as membership, governance structure, voting rights, grant management and administration responsibilities, and funding allocation methodologies.

**B. Record Requirements**

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

**C. Equipment Purchases**

1. Equipment purchased with grant funds must fall within the allowable equipment categories for the FY 2009 HSGP as listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) (<https://www.rkb.us>).
2. Grantees are responsible to request a determination of eligibility from the U.S. Department of Homeland Security (DHS), through the NYS Office of Homeland Security (OHS), for any item in question. Unless otherwise stated in the program guidance, equipment must meet all mandatory regulatory and/or DHS-adopted standards to be eligible for purchase using FY 2009 HSGP funds.
3. The New York State Communication Interoperability Plan (SCIP), as well as DHS Grant Guidance for grant funding, requires that all interoperable communications equipment must be on the Authorized Equipment List (AEL) and that the use of APCO P-25 compliant equipment is a recommended technology to achieve emergency interoperable communications.

**D. Training & Exercise Related Activities**

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

**E. Law Enforcement Requirements**

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

### Appendix D - Program Workplan and Special Conditions

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

#### F. EHP Requirements

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

#### G. Equipment Maintenance Requirements

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

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

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

1. Grantees are required to follow New York State Division of Criminal Justice Services (DCJS) or New York State Police (NYSP) guidelines for maintenance training in order to meet the annual recertification requirements for canines purchased with these grant funds.
2. This requirement includes attending training in which a DCJS certified canine explosives trainer is present and completes the proper documentation of such training for recertification, or attending NYSP regional explosives detection canine training as per their protocol.
3. Grantees must make these records available to OHS, upon request, for review to ensure compliance with these conditions.

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

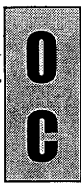
1. CASE Grantees are required to submit their animal response plan to OHS prior to Contract end date.
2. Equipment selected for purchase as part of the CASE Grant Program must be from the approved equipment list for Emergency Animal Sheltering Caches and submitted to OHS for approval prior to purchase.

#### C. Operation SPIDER/RED Cell Team Exercises

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

#### D. Bomb Squad Initiative

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



July 19, 2010

FN 20 10 - 295

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

**PUBLIC HEALTH**

**WAYS & MEANS**

Dear Mr. Picente:


The attached agreement is a renewal of the contract between the Oneida County Coroners and St. Elizabeth Medical Center. This new agreement is the result of a lengthy and detailed review of the expenses related to providing statutorily required autopsies for persons who may have died under questionable or unknown circumstances. Coroners are also required to provide for clinical autopsies and anatomic pathology services for prisoners held within the local correctional facilities at the time of their deaths.

This agreement will streamline the paper process and will help reduce payment delays due to lack of paperwork. The agreement also tries to establish several important cost-controlling measures for the County. First, the fee for an individual autopsy will now include all laboratory/toxicology and radiology fees associated with each case. These expenses were previously billed separately and would often significantly increase the cost per case. Second, the County will provide a quarterly payment to the Medical Center which is based on the average cost per case and results in reducing the large amount of record-keeping and paperwork for each case that was previously required to ensure payments were made.

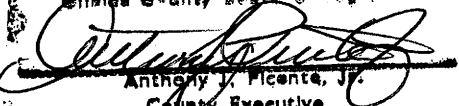
An annual reconciliation of records will be provided to the Medical Center and a final payment or credit will be applied on an annual basis.

Overall, this new agreement will result in a significantly better working relationship between the coroners, St Elizabeth Medical Center and Oneida County and helps to maintain a strong community partnership with St. Elizabeth Medical Center to serve the residents of Oneida County.

Sincerely,

  
Thomas B. Keeler  
Budget Director

CC: Linda M.H. Dillon, Esq.

Reviewed and approved for submittal to the  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 7/27/10

2010 JUL 27 AM 9:28  
RECEIVED  
ONEIDA COUNTY LEGISLATURE

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name of Proposing Organization:** St. Elizabeth's Medical Center

**Title of Activity or Service:** Autopsy Services

**Proposed Dates of Operation:** January 1, 2010 to December 31, 2011

**Client Population/Number to be Served:** Oneida County Residents

**Summary Statements**

**1) Narrative Description of Proposed Services**

St. Elizabeth's Medical Center has been used as a central location by the Oneida County Coroners for many years. The Medical Center has the capacity and facilities needed for autopsies to be performed for those persons who have died under circumstances which the law requires to be investigated. This agreement is to establish terms of use that must be followed by coroners, hospital staff and the County when utilizing and providing reimbursement for these services.

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

**3) Program Design and Staffing** This agreement will provide the mechanism for the County to provide a quarterly payment at a fixed rate to the Medical Center based on an average number of cases served. A reconciliation of the account will occur in the first quarter of each year, and the appropriate payment or credit will be applied.

**Total Funding Requested:** \$322,240 **Account #**

**Oneida County Dept. Funding Recommendation:** \$322,240

**Proposed Funding Sources (Federal \$/ State \$/County \$):** County – 100% with some state reimbursement for autopsies of prisoners.

**Cost Per Client Served:** N/A

**Past Performance Data:** N/A

**O.C. Department Staff Comments:** This agreement is a renewal and updating of terms of a previous agreement which will clarify responsibilities and contains costs for Oneida County and the Coroners.

**AGREEMENT BETWEEN  
ST. ELIZABETH MEDICAL CENTER  
AND  
ONEIDA COUNTY  
REGARDING AUTOPSY SERVICES**

**This Agreement** is made by and between the **County of Oneida**, a municipal corporation, organized and existing under the laws of the State of New York, with offices located at 800 Park Avenue, Utica, New York, 13501, hereinafter referred to as the “**County**” and **St. Elizabeth Medical Center**, a hospital operating under Article 28 of the New York Public Health Law, with offices located at 2209 Genesee Street, Utica, New York 13501, hereinafter referred to as the “**Medical Center**” and **Kevin T. Barry, Greg T. Mills, Mark C. Bentz and Steven Wolanin**, collectively known and identified herein as the Oneida County Coroners, hereinafter referred to as the “**Coroner(s)**”

WHEREAS, pursuant to Article 17-A of County Law, the County requires autopsy services to be provided by parties capable of performing such services, and

WHEREAS, the Medical Center is capable of providing such services,

Now, therefore, in consideration of the mutual covenants and promises made below, it is mutually agreed by and between all of the parties herein as follows:

**Medical Center’s Obligations**

1. The Medical Center agrees to allow a pathologist to perform, at its facilities, clinical autopsies and anatomic pathology for deceased parties transferred to the Medical Center by the County’s coroners for the performance of autopsy services under New York State law. Both parties to this Agreement fulfill the requirements of Title VI of the Civil Rights Act of 1964 and are in compliance with Federal and State Laws. The Medical Center agrees to accept these decedents and have the pathology services conducted on the deceased on a non-discriminatory basis regardless of race, creed, color, national origin, sex, or religion.

2. Clinical autopsies shall be conducted at the request of the Coroner and in the manner required by the Medical Center. The Medical Center shall supply the County with all necessary forms required by the Medical Center’s policies and procedures pertaining to the conduct of autopsies and related pathology services.

3. The Medical Center will provide the Coroner with access to the morgue where the deceased and any of his or her personal effects can be secured until the physician arrives to perform the autopsy.

**Coroner’s Obligations**

4. Upon arrival at the scene of the decedent’s death, when all related investigations by law enforcement personnel have been completed and the Coroner responsible is able to remove the body, the Coroner responsible shall immediately notify the Medical Center (by contacting the Medical Center at 798-8100) that the body is en route and give notice of said body’s estimated time of arrival. The Coroner shall also notify the Medical Center prior to ordering the removal of a body from another facility to be transported to the Medical Center.

5. At the Medical Center, the Coroner shall provide the designated Medical Center employee with all appropriate information regarding identification of the remains, information regarding next of kin, contact information, if known, and any other information which may assist the Coroner or the Liaison with the intake and proper handling of the remains while in their custody. Personal effects transported with the body will be locked in the cage with the body. Under no circumstances will the Medical Center be responsible for the safekeeping or disposition of any personal effects of the decedent.

6. The Coroner shall immediately contact the physician who will be retained to perform the autopsy and the Coroner shall make all necessary arrangements for the physician to perform such autopsy and post-mortem examination at the physician's earliest convenience.

7. The Coroner shall obtain any necessary releases for autopsies relative to deceased prisoners.

8. The Coroner shall immediately notify the Oneida County Autopsy Liaison ("Liaison") of the following:

- a. that an autopsy has been ordered for a decedent,
- b. that law enforcement personnel need to bring in a family member or other person to identify the decedent, which is the only circumstance in which a family member or other person will be allowed in to view the decedent,
- c. when permission to release the body to the funeral service is granted,

9. The Coroners shall follow-up promptly with the physician when notified that the autopsy is complete in order to sign and record the final death certificate.

10. The Coroner shall file all records with the office of the County Clerk no later than thirty (30) days after receipt of such final autopsy report. Once filed with the Clerk, the case file will be considered closed and the Coroner's duties concluded.

### **County's Responsibilities**

11. It shall be the Liaison's responsibility to coordinate with the decedent's family or family representative, the funeral home, law enforcement (if needed) and the Medical Center once the physician has completed his examination.

12. The Liaison will be responsible for arranging transfer of the body from the facility to the appropriate funeral service for further disposition.

13. The Liaison will arrange access for family members or other persons if, and only if, law enforcement personnel need to bring in a family member or other person to identify the decedent. *No person shall be granted access to the morgue for such purpose unless accompanied by the Liaison or the requesting law enforcement agency representative.*

14. Upon notification from the Coroner that permission has been granted to release the body to the appropriate funeral service, the Liaison will then contact the designated funeral service to arrange for prompt and timely removal of the body from the Medical Center. If no funeral service is designated, or, in the event that the person has no known family or designee to make funeral arrangements, the Liaison will contact a local funeral home from an approved list of local providers who have agreed to handle such matters. Such contacts shall be made on a rotating basis in order to maintain a fair and equitable basis for such contacts.



15. Any request for a copy of the final autopsy report shall be governed by and shall conform with Article 17-4, Section 677(3)(b) of County Law..

16. Any requests regarding reports, gaining access for viewing or other information pertaining to the deceased and the circumstances surrounding his or her death shall be the responsibility of the Liaison to refer such inquiries to the appropriate point of contact. Any such requests made to personnel of the Medical Center shall be referred to the Liaison for follow-up. The Liaison will follow-up on any referrals immediately to avoid further disruption of Medical Center personnel from their day-to-day duties and to enable family members or others to obtain the information they need in a timely and appropriate manner. Under no circumstances shall Medical Center personnel be responsible for handling or following up on such requests.

### **Financial Terms**

17. The County shall provide the Medical Center with quarterly installments of Forty Thousand Eight Hundred Twenty Dollars (\$40,820). The installments will be paid within the first twenty (20) days of each quarter, on:

January 20, 2010  
April 20, 2010  
July 20, 2010  
October 20, 2010

18. The Quarterly amounts are based upon an estimated number of Coroner cases. A yearly reconciliation will take place on or about February 28 of each contract year or within sixty (60) days of termination if the Agreement is terminated mid-year. The reconciliation will result in either a payment to the Medical Center or a credit due to the County based upon the actual autopsies performed for the year and any additional storage fees. The County is responsible for paying the Medical Center for the following:

Processing Fee = \$940 per autopsy (this fee is inclusive of the clinical laboratory/toxicology tests and/or radiology studies performed\*)

Storage Fee = \$100 per Coroner case for the first 2 days of storage. Each day thereafter is an extra \$100 per day.

\* Dr. Sikaricka takes toxicology with him for cases referred to him by the Coroners. The Medical Center does not bill for them and will not be responsible for them as part of the inclusive processing fee. The inclusive processing fees shall not include any toxicology that is taken with the pathologist for testing by or through another facility.

19. The Medical Center does not employ any pathologists. This Agreement does not include any fees for the pathologists' services, which fees and any terms thereof will need to be negotiated between the County and any pathologist the County wishes to have perform autopsies at the Medical Center.

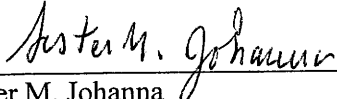
**Term**

20. The term of this Agreement shall commence on January 1, 2010 and shall terminate on the second anniversary of such date unless the parties, by letter ninety (90) days before such termination date, declare their intent to enter into mutually agreed upon terms of renewal which may include a reconsideration of the terms of compensation.

**Cancellation/Renegotiation**

21. This Agreement is subject to cancellation or renegotiation by either party upon ninety (90) days written notice to the other party.

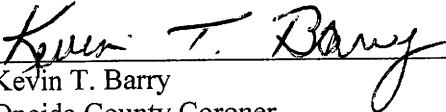
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

  
\_\_\_\_\_  
Sister M. Johanna  
President/CEO  
St. Elizabeth Medical Center

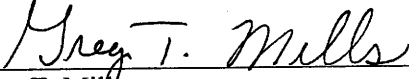
Dated: 6/3/10

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

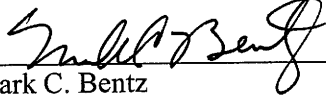
Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Kevin T. Barry  
Oneida County Coroner

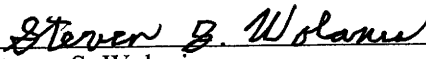
Dated: 7/7/10

  
\_\_\_\_\_  
Greg T. Mills  
Oneida County Coroner


Dated: 7/16/10

  
\_\_\_\_\_  
Mark C. Bentz  
Oneida County Coroner

Dated: 7/8/2010

  
\_\_\_\_\_  
Steven S. Wolanin  
Oneida County Coroner

Dated: 7-8-10

  
\_\_\_\_\_  
Approved as to Form  
Oneida County Attorney

# ONEIDA COUNTY HEALTH DEPARTMENT

A *dirondack Bank Building*, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PHD, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

July 13, 2010

FN 20 10-296

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

**PUBLIC HEALTH  
WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 27 AM 9:27

Dear Mr. Picente:

Re: C-023257

Attached are five (5) copies of the contract between Oneida County through its Health Department and the New York State Department of Health Bureau of Immunization.

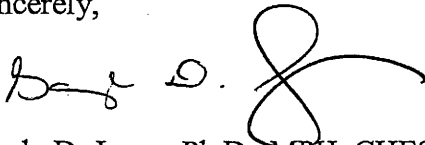
The major goal of the immunization contract is to meet or exceed a 90% statewide immunization coverage level for two year old children with 4 DTP (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 Hep B (4:3:1:3:3) and to increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease. The term of this contract shall become effective on April 1, 2010 and remain in effect through March 31, 2011 reimbursed 100% by the New York State Department of Health in the amount of \$116,939.

**PLEASE NOTE:** New York State Department of Health requires two (2) copies of this contract to be signed in ink (photocopies and signature stamps will not be accepted) to include notary stamp with notary's original signature and all information completed.

The contract is being submitted for your signature after the commencement date due to the receipt of this contract by the Health Department on June 25, 2010.

If this contract meets with your approval, please forward to the Board of Legislators. Feel free to contact me should you require additional information.

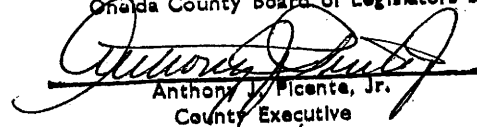
Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES  
Director of Health

attachments  
ry

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



Anthony J. Picente, Jr.  
County Executive

Date 7/27/10

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

**DIVISION:** Diagnostic & Treatment Services (D&T)

**NAME AND ADDRESS OF VENDOR:** NYS Department of Health  
Bureau of Immunization  
Room 649, Corning Tower, ESP  
Albany, New York 12237-0627

**VENDOR CONTACT PERSON:** James Antoniak, Health Program Administrator

**SUMMARY OF STATEMENTS:** The major goal of the New York State Department of Health Bureau of Immunization, in conjunction with the Healthy People Year 2010 goals, seeks to meet or exceed a 90% statewide immunization coverage level for two year old children with 4 DTP (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 Hep B (4:3:1:3:3). This grant also allows for the following goals; to increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease, increase the proportion of children less than six years of age with two or more shots in an immunization information system, provide access for up-to-date education and training for local health department Bureau of Immunization staff members, health care providers and the general public, be a liaison with local and regional perinatal hepatitis B program managers or conduct perinatal hepatitis B activities to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-3, subpart 69-3.

**PREVIOUS CONTRACT YEAR:** April 1, 2009 through March 31, 2010

**TOTAL:** \$116,939

**THIS CONTRACT YEAR:** April 1, 2010 through March 31, 2011

**TOTAL:** \$116,939

\_\_\_\_\_ **NEW**      X   **RENEWAL**    \_\_\_\_\_ **AMENDMENT**

<b><u>FUNDING SOURCE:</u></b> Grant Award	A3408	\$116,939
<b>Less Revenues:</b>		-0-
<b>State Funds:</b>		\$116,939
<b>County Dollars – Previous Grant</b>		*
<b>County Dollars – This Grant</b>		-0-

**SIGNATURE:** Gayle D. Jones, Ph.D., MPH, CHES

**DATE:** July 8, 2010

Signature Page for:

Contract Number: C-023257

Contractor: Oneida County

Amendment Number: X-2

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

**CONTRACTOR SIGNATURE:**

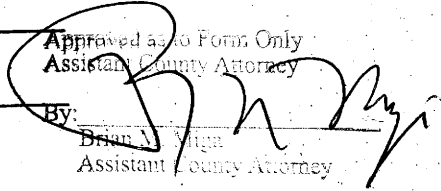
By: \_\_\_\_\_ Date: \_\_\_\_\_

(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only  
Assistant County Attorney

BY:   
Brian A. High  
Assistant County Attorney

STATE OF NEW YORK                    )  
  )    SS:  
County of \_\_\_\_\_                    )

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

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

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

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

(signature)

Printed Name: Barbara S. Devore

Title: Deputy Director, Center for Community Health

-----  
**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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

Agency Code 12000  
APPENDIX X

Contract Number: C-023257

Contractor: Oneida County

Amendment Number X-2

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A-1, B-1, D-1 with the attached appendix(es) A-1, B-2, D-2
- Adds the attached appendix(es) G
- Other: (describe) \_\_\_\_\_

This amendment is  is not a contract renewal as allowed for in the existing contract.

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

Prior to this amendment, the contract value and period were:

\$231,539 From 04 / 01 / 08 to 03 / 31 / 10  
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$116,939 From 04 / 01 / 10 to 03 / 31 / 11

This will result in new contract terms of:

\$ 348,478 From 04 / 01 / 08 to 03 / 31 / 11  
(All years thus far combined) (Initial start date) (Amendment end date)

APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
  - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
    - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
    - ii. For a nonprofit organization other than
      - ◆ an institution of higher education,
      - ◆ a hospital, or
      - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
    - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
    - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
  - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.

- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
  - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
  - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
- d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
  - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
  - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
  - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
- 4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
- 5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
  - a. LOBBYING CERTIFICATION
    - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
    - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the



United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
  - a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
    - ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
    - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
  - b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.

and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
  - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
  - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

*Instructions for Certification*

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**2) *Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions***

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
  - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service

being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

#### 12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
    - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
    - ◆ Appendix C - Section 11, Progress and Final Reports;
    - ◆ Appendix D - Program Workplan will require OSC approval.
  - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.
13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage is Not Required; OR

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/OR Disability Benefits Insurance Coverage is Not Required; OR
- **DB-120.1** -- Certificate of Disability Benefits Insurance OR
- **DB-155** -- Certificate of Disability Benefits Self-Insurance

14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

**Appendix B - 2**

**Immunization Contract: IAP Budget**

**C-023257**

**County: Oneida**

**April 1, 2010 - March 31, 2011**

Position Title/Incumbent	Annual Salary for This Position based on 100% time* (see note below)	Amount Requested from NYS Immunization Program
Registered Nurse, Marina Kistner @ 40%	\$40,045	\$16,018
Data Processing Clerk, Christine Benson @ 80%	\$24,131	\$19,305
Register Nurse, Claudia Held @ 30%	\$46,510	\$13,953
<b>Total Salaries</b>		<b>\$49,276</b>
<b>Fringe Benefits @ 40.91%</b>		<b>\$20,159</b>
<b>Total PS</b>		<b>\$69,435</b>
		<b>TOTAL</b>
<b>OTPS</b>		<b>\$4,000</b>
Supplies		
Travel		\$635
Equipment		\$0
Contractual		
Contract Clerical Staff, 35 hrs./PP @ \$14.45		\$13,150
Contract Clerical Staff, 70 hrs./PP @ \$13.25		\$24,115
Other (list categories and amounts ex.: Telephone, postage, etc.)		
Training & Special Schools		\$1,000
Postage		\$0
Printing		\$0
Cell Phones		\$650
Subscription/Dues		\$100
Advertising		\$2,422
Copier Lease \$357.90/Quarter		\$1,432
<b>Total OTPS</b>		<b>\$47,504</b>
<b>GRAND TOTAL</b>		<b>\$116,939</b>

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: 93.268

79

**2010-11 IMMUNIZATION ACTION PLAN CONTRACT**  
**BUDGET JUSTIFICATION FORM** County Name: Oneida

Category	Budget Amount	Item & Justification
<b>Personal Services</b>		
RN: M. Kistner	\$16,018	40% of salary for registered nurses to assist day care provider, Head Start and school nurses on the ever changing immunization schedule and the interpretation of the child's immunization record. Accomplished through in-services, workshops, phone contacts and direct record reviews. Will assist with NYSIIS project in Oneida County. Will organize and administer immunizations at the OCHD Public Health Clinic and off site clinics in Oneida County. Will assist with AFIX visits and associated reporting.
Data Processing Clerk	\$19,305	80% of salary for FTE Data Processing Clerk. Will provide clerical support to the outlined activities. Will act as intake reception for immunization clinics. Will be responsible for filing and storage of immunization records and for record checks.
C. Benson		
RN: C. Held	\$13,953	30% of salary for FTE RN to coordinate all Immunization Program related projects. Serve as educational resource to health care providers, staff and the community on immunization vaccines and related issues. Will organize and administer immunizations. Will coordinate with the OCHD Health Educator and Education Coordinator to promote immunizations and advertise clinics.
Fringe	\$20,159	Fringe benefits at 40.91%
<b>Other Than Personal Services</b>		
Supplies	\$4,000	Office and/or medical supplies used in the day to day function of administering the immunization program
Travel	\$635	Travel reimbursement cost for nurses and adjunct staff to travel entry, immunization billing, intake reception related programs
Contractual	\$13,150	Contractual clerical staff(1) 35 hrs./PP @14.45 to assist with reception at immunization clinics, data entry for NYSIIS, record searches and reporting
	\$24,115	Contractual clerical staff(1) 70 hrs./PP@13.25 to assist with reception at immunization clinics, data entry for NYSIIS, record searching and reporting
Other	\$1,000	Training and Special Schools; provides opportunity to send additional nursing staff to immunization training programs
	\$650	Cell phones- used by immunization nurses at outreach clinics
	\$100	Subscription/Dues for ISTM annual fee, immunization related journals, online subscription
	\$2,422	Advertising- of immunization events and clinics
	\$1,432	Copier Lease, \$357.90/Quarter- Used for form letter, immunization record copies, immunization billing
<b>Total</b>	<b>\$116,939</b>	



## APPENDIX D-2

### ONEIDA COUNTY

#### 2010 - 2011 IAP Local Health Unit Contract Work Plan

##### **GOAL 1: Childhood Immunization**

The New York State Bureau of Immunization, in conjunction with the Healthy People Year 2010 goals, seeks to meet or exceed a 90% statewide immunization coverage level for two-year-old children with 4 DTP (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 hep B (4:3:1:3:3).

*The National Immunization Survey (2008) indicates that 75.2% of children in New York, excluding New York City, are age-appropriately immunized by the age of 24 months with 4 doses of DTP/DTaP, 3 polio, 1 measles-containing vaccine, 3 Hib, and 3 doses of hepatitis B vaccine (4:3:1:3:3).*

##### **Objective 1- A:**

In coordination with Bureau of Immunization regional office staff, conduct AFIX site visits to raise immunization coverage levels and improve standards of practice at the provider level. AFIX site visits must include, but are not limited to, the following:

1. Assessment of healthcare provider's immunization coverage levels and immunization practices.
2. Feedback of assessment results to the provider along with recommended strategies to improve coverage levels.
3. Incentives to recognize and reward improved performance.
4. exchange of health care information and resources necessary to facilitate improvement.

**Note:** Refer to AFIX Guide for policies and procedures on conducting AFIX site visits.

**\* Please note that the activities listed by DOH are not reflective of Goal 1. The Regional Office has been notified.**

##### **Activities:**

- 1) Identify and target high-volume ( $\geq 50$  two year old patients) and medium-volume (15-49 two year old patients) providers (public, private, VFC, non-VFC) with low immunization levels ( $\leq 80\%$  of two year olds up to date for 4:3:1:3:3:1 and 4:3:1:3:3:1:4) to receive AFIX visits. Provide analysis and feedback to the provider of their immunization practices. Priority groups include; high-volume providers, those that have not received AFIX visits in three years or more, and all providers with consistently low immunization coverage levels.
- 2) Include assessment of adolescent coverage levels while conducting AFIX site visits. All active 15 year old patients (180 – 191 months) will be assessed for the following antigens: 3 doses HepB; 2 doses MMR; 1 dose Td/Tdap; 2 doses varicella; 1 dose MCV4, 3 doses HPV. "Active" for adolescent AFIX visits is defined as one (1) or more visit/year.
- 3) All Federally Qualified Health Center, Community Health Centers, and Migrant Health Centers must receive an AFIX visit annually.

**Note:** Providers at or above 90% immunization coverage for their two year old patients, which have received at least two assessments, do not require additional AFIX site visits if it has been less than three years from the last visit.

**Activities:**

- 1 & 2. The LHU will perform six AFIX visits which will include various patient volumes of which to include assessments of 15-year-old females with special emphasis on high volume private providers.
3. The LHU does not have any Migrant Health Centers or Community Health Centers. A Federally Qualified Health Center is planned for 2010 – 2011, and we will plan AFIX visit.

**Objective 1-B:**

In an effort to integrate AFIX with the New York State Immunization Information System (NYSIIS), where applicable, use NYSIIS to assess immunization coverage levels of providers receiving an AFIX site visit.

**Activities:**

1. LHU will utilize NYSIIS to assess immunization coverage levels of providers receiving an AFIX site visit whenever possible.

**Objective 1-C:**

In an effort to integrate AFIX with the Vaccines for Children Program, conduct vaccine education during each AFIX site visit (Attachment E).

**Activities:**

1. The LHU will conduct vaccine education during each AFIX site visit in which Attachment E will be used. LHU will develop in conjunction with provider's office an immunization quality improvement plan.

**Objective 1-D:**

Assess county public clinic immunization rates annually and report results.

**Required:**

- During August or September 2010, conduct public clinic assessments to determine immunization levels among children 24-35 months of age, in accordance with NYSDOH sampling methodologies. NYSIIS extracts should be used to conduct these assessments.
- Report results of public clinic assessments by October 30, 2010. Results may be submitted separately or with the second quarter contract progress report.
- Implement and sustain a reminder/recall system for patients two years of age and younger that receive immunizations at the local health department.

**Activities:**

1. LHU public clinic assessment will be conducted in September 2010. Tracking and recall for the project begins April 2010.

2. LHU will maintain a reminder/recall system for patients two years old and younger and will use CoCASA on quarterly basis.

**Objective 1-E:**

Prepare and submit the following AFIX site visit information to your NYSDOH Regional Representative for each contract quarter year.

**Note:** All counties must submit assessment data of AFIX activities via e-mail. (Refer to AFIX Guide for specific instructions.)

**Required:**

- Quarterly (July 31, October 30, January 31, and April 30), submit a Quarterly Activity Progress Report.
- Quarterly (July 31, October 30, January 31, and April 30), submit the AFIX Quarterly Report (**Attachment D**). All fields of Attachment D must be completed.
- Quarterly (July 31, October 30, January 31, and April 30), submit the assessment data collected in CoCASA for each provider that received an AFIX site visit in each quarter.

**Note:** Refer to **AFIX Guide** for AFIX policies and procedures, VFC specific education questions and NYSIIS guidelines to conduct AFIX site visits.

**GOAL 2: Adult Immunization**

**Increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease.**

*Using 2008 BRFSS data, 65.3% of surveyed New Yorkers, aged 65+ were immunized with pneumococcal vaccine, and 70.9% with influenza.*

**Objective 2-A:**

In coordination with various local coalitions, promote/conduct educational and outreach activities to inform health care providers and the public about the benefits of adult immunization.

**Activities:**

Coordinate adult coalition activities with regional Bureau of Immunization representative. Target health care personnel for increased awareness of new ACIP recommendations for influenza, pertussis, varicella and MMR vaccination.

1. The established program by the LHU for the provision of Universal Precautions and adult Hepatitis B education at several local industrial and service industries as well as police and fire departments will be continued as needed.
2. Community education is to be supplemented via offering adult immunization information at all health fairs participated in this workplan year such as County Fair, Heart Run Expo, and Mohawk Valley Community College Health Fair.

3. LHU will supply current adult immunization information to the local Office For the Aging and Continuing Care for distribution to the senior population through their outreach workers. Education will also be provided through the monthly newsletter "Primetime".
4. Posters and clinic schedules will be posted in senior centers and other community sites frequented used by adults.
5. List flu clinic schedules, locations, and links on the County website, NYSOFA, and NYSDOH website.
6. LHU will continue to be an integral part of the Mohawk Valley Immunization Alliance consisting of private and public providers.
7. Offer immunization presentation or training to health care personnel in various settings i.e. public health, private (at targeted office AFIX visits), schools (school nurses, college health centers).

**Objective 2-B:**

Increase awareness of the benefits of vaccination for adult migrant and seasonal farm workers (MSFWs) through participation in the "MSFW Immunization Project", collaboration with migrant community partners, and/or participation in local migrant coalitions. County health departments are encouraged to provide publicly-funded Td, Tdap, hepatitis A, hepatitis B, Twinrix, MMR, varicella, influenza and pneumococcal vaccine to any adult MSFWs seeking any services through department sponsored clinics and service settings, including contracted services.

**Suggested Activities:**

- Conduct immunization clinics at migrant camps
- Provide immunization education and technical assistance to other agencies serving migrants.
- Participate in local migrant coalitions (e.g. attend meetings).

**Activities:**

1. Attempts will be made to identify adult migrant and seasonal farm workers (i.e. apple and potato workers) or seasonal workers at local harness track and conduct immunization clinics if needed.
2. LHU will promote NYSIIS by obtaining consent for migrant and seasonal farm workers 19 years and older receiving immunizations.
3. The LHU will provide immunization education and technical assistance to other agencies serving migrants.
4. LHU will participate in local migrant meetings with emphasis on establishing joint collaboration with Herkimer County.

**Objective 2-C:**

Provide, or facilitate the provision of, free hepatitis A and B vaccination services for high-risk adults in your community through participation in the "Adult Hepatitis Vaccination Program". County health

departments are encouraged to provide free hepatitis A, hepatitis B and Twinrix vaccines to all high-risk adults seeking all services through health department-sponsored clinics and service settings, including contracted services. These settings include, but are not limited to, the following examples: STD clinics, TB clinics, adult immunization clinics, HIV T&C sites, county jails, substance abuse service settings, special public health outreach settings such as homeless shelters, soup kitchens, etc.

**Activities:**

- Provide free hepatitis A and B vaccine to high-risk adults\* in county health department immunization clinics (\* as defined by the program).
- Facilitate enrollment of eligible clinic sites and support the proper enrollment procedures (application and site-specific VFC PIN number).
- Collaborate with already established clinic sites to ensure full program participation.

**Activities:**

1. LHU will provide NYSDOH funded hepatitis A, hepatitis B, and Twinrix vaccines to all high-risk adults and adolescents seeking all services through health department clinics and service settings.
2. LHU will serve as a **resource** with local colleges to offer hepatitis vaccines to eligible participants.
3. The LHU, upon request from already established clinics, will assist to ensure their full program participation.

**GOAL 3: Immunization Information System**

**Increase the proportion of children less than six years of age with two or more shots in an immunization information system.**

(Healthy People 2010, objective 14.26 target = 95%)

**Objective 3-A:**

Support the New York State Department of Health, Central and Regional Offices, in provider recruitment, planning and implementation of the New York State Immunization Information System (NYSIIS) to maximize reporting of immunizations given to persons and utilization of the system features.

**Activities:**

- Report **ALL** immunizations administered by the LHD to NYSIIS in a timely manner. This includes obtaining NYSIIS consent for individuals 19 years of age and older, particularly while conducting flu clinics.
- Maintain at least two active user accounts for NYSIIS.
- Stay current with the latest NYSIIS activities by participating in periodic NYSIIS/LHD conference calls, reading electronic email communications and reviewing materials posted on the Health Commerce System.
- Attend regional user group meetings twice per year and encourage participating providers to attend as well.
- Respond to questions from provider community and other stakeholders. Triage questions to NYSIIS group email account, appropriate regional office, or NYSIIS help desk.
- Contact health care providers within the county who are not actively participating in NYSIIS to encourage attendance at NYSIIS training, or use other training modalities.
- Promote NYSIIS during AFIX, VFC or other site visits/meetings with providers utilizing available materials.

80

**Activities:**

1. LHU will report all immunizations administered to children and consented adults, particularly while conducting flu clinics.
2. The LHU will respond to questions from provider community and other stakeholders seeking assistance from other experts when necessary.
3. LHU will continue to send representatives semi-annually to user group meetings held in Syracuse.
4. LHU will provide information to private providers on new NYS law.
5. The LHU will participate and attend NYSIIS/LHD conference calls.
6. LHU will encourage health care providers within the county to attend NYSDOH training or use other training modalities.
7. LHU will maintain at least two active NYSIIS user accounts.
8. Attempts will be made to capture consents for individuals 19 years of age and older at minimum for MMRs and hepatitis vaccines.

**GOAL 4: Education, Information, Training, and Partnerships**

**Provide access to up to date education and training for local health department (LHD) Bureau of Immunization staff members, health care providers and the general public.**

**Objective 4-A:**

Promote immunizations and provide up-to-date, relevant education materials to patients, consumer groups, employee health services, long term care facilities, schools, colleges, and providers in your jurisdiction on an ongoing basis.

**Activities:**

- Disseminate current CDC, NYSDOH educational materials.
- Provide feedback to NYSDOH regional and central office staff regarding how state and federal materials are used, gaps in information, updates needed, etc.

**Activities:**

1. LHU will promote immunizations to patients through the following :
  - a. Newspapers and PSAs.
  - b. Oneida County website (includes clinic schedules and current immunization recommendations) will be kept up-to-date with current immunization information and reviewed on a quarterly basis.
  - c. Four health fairs (at minimum) will be attended by health department staff where education materials be provided.
  - d. Patients will receive current VIS and one-on-one counseling at time of immunization visit at LHU.

51

2. Immunizations will be promoted periodically to expose consumer groups through newspapers and PSAs. Oneida County website (includes clinic schedules and current immunization recommendations) will be kept up-to-date with current immunization information and reviewed on a quarterly basis.
3. LHU will provide vaccine and technical assistance to local adult homes and nursing homes in collaboration with NYSDOH Immunization Program staff.
4. An annual in-service is provided to area school nurses. Information on clinic schedules, updated immunization requirements and recommendations are offered.
5. LHU will provide immunization updates to child care providers and providers' offices and college health services.
6. The LHU will provide feedback to NYSDOH regional office at Local Coalition Meetings and IAP/NYSACHO quarterly conferences.

**Objective 4-B:**

Implement the Vaccine Management Education plan you developed in fiscal year 2009 to VFC and SCHIP providers in your county.

**Activities:**

Implement the County-written education plan, to including:

- Use of this curriculum (e.g. specific [www.immunize.org](http://www.immunize.org) (IAC) materials, CDs, or specific handouts from CDC or other organizations)
- The proposed methods/venues for training (e.g. county based meetings, regional conferences, county presentation at a professional society meeting, supplemental meeting at AFIX follow-up visits, scheduled visits, drop-in visits, web training, etc.)
- Tracking provider attendance at the venues, to target for future venues those not yet reached by the county.
- Resources required and related cost data.

Each quarter, report on the progress of implementation, including the number and percentage of providers educated.

**Note: Any county who did not develop the plan and/or consult with the NYS Regional Office staff as required during fiscal year 2009 must submit the plan for consultation/review by the end of the first quarter of this year so it can be implemented. LHU will have in place by June 30, 2010 the Vaccine Management Education Plan for private providers.**

**Objective 4-C:**

By the end of the grant year, local health departments will identify gaps in education materials used with American Indians serviced by tribal clinics, Indian Health Service area offices and service units, and other entities that provide medical services to American Indians

**Activities:**

80

- Work with regional office staff in identifying culturally relevant education needs, gaps and report to Central Office.
- Work with Regional office to get appropriate education materials to the providers that service this population.

LHU has never been able to identify any gaps located in Oneida County for American Indians.

**Objective 4-D:**

During the grant year, plan activities within your jurisdiction to promote National Influenza Vaccination Week and at least one other immunization observance.

**Activities:**

Use designated times to promote immunizations: National Infant Immunization Week (NIIW), National Immunization Awareness Month, National Adult Immunization Week, and National Influenza Vaccination Week.

**Activities:**

1. LHU in conjunction with the Public Information Officer will schedule radio broadcasts to coincide with designated times (National Infant Immunization Week, National Immunization Awareness Month, National Adult Immunization Week, and National Influenza Vaccination Week) to promote immunizations (i.e. PSA's, work with Health Education and Public Information Officer, utilize County website).
2. Will confer message through local health department website when appropriate.

**Objective 4-E:**

By March 31, 2010 LHD immunization staff will be provided access to immunization education and training.

**Activities:**

- Ensure all LHD Bureau of Immunization staff view the CDC's *Epidemiology and Prevention of Vaccine Preventable Diseases* program.
- Ensure all LHD Bureau of Immunization staff view CDC's annual *Adult Immunization Update* (live or taped).
- Ensure all LHD Bureau of Immunization staff view CDC's annual *Immunization Update* (live or taped).
- Ensure LHD staff attend appropriate conferences and meetings such as the National Immunization Conference, annual NYSDOH Immunization meeting.

**Activities:**

1. LHU will continue to ensure all LHD immunization program staff view the CDC's *Epidemiology and Prevention of Vaccine Preventable Diseases* program.



### **Goal 5: Perinatal Hepatitis B**

**Be a Liaison with local and regional perinatal hepatitis B program managers or conduct perinatal hepatitis B activities to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-e, subpart 69-3.**

#### **Objective 5-A:**

Continue to facilitate and assist in coordination of ongoing local perinatal hepatitis B initiatives and activities mandated by Public Health Law 2500-e. These activities emphasize the importance of working collaboratively to reduce/eliminate perinatal hepatitis B transmission from mother to newborn, by conducting joint hospital lot-quality assurance visits and strengthening partnerships among state, local and hospital health care professionals.

#### **Activities:**

Be a Liaison with county epidemiology and/or perinatal hepatitis B staff or conduct perinatal hepatitis B activities to:

- Coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. Ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
- Identify and monitor all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
- Participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. NYS Bureau of Immunization regional staff will schedule these site visits and invite county staff to participate.
- Provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose initiative to achieve a 90 % universal birth dose coverage for all newborns.

#### **Activities:**

1. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. The LHU will ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
2. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to complete all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
3. The LHU will work with county perinatal hepatitis B to participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits.

### **Goal 5: Perinatal Hepatitis B**

**Be a Liaison with local and regional perinatal hepatitis B program managers or conduct perinatal hepatitis B activities to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-e, subpart 69-3.**

#### **Objective 5-A:**

Continue to facilitate and assist in coordination of ongoing local perinatal hepatitis B initiatives and activities mandated by Public Health Law 2500-e. These activities emphasize the importance of working collaboratively to reduce/eliminate perinatal hepatitis B transmission from mother to newborn, by conducting joint hospital lot-quality assurance visits and strengthening partnerships among state, local and hospital health care professionals.

#### **Activities:**

Be a Liaison with county epidemiology and/or perinatal hepatitis B staff or conduct perinatal hepatitis B activities to:

- Coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. Ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
- Identify and monitor all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
- Participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. NYS Bureau of Immunization regional staff will schedule these site visits and invite county staff to participate.
- Provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose initiative to achieve a 90 % universal birth dose coverage for all newborns.

#### **Activities:**

1. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. The LHU will ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
2. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to complete all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
3. The LHU will work with county perinatal hepatitis B to participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits.

4. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose 90% initiative to achieve universal birth dose coverage for all newborns.

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### State of New York Department of Health

Name: James Antoniak  
Title: Health Program Administrator  
Address: Bureau of Immunization  
Telephone Number: (518) 473-4437  
Facsimile Number: (518) 474-1495  
E-Mail Address: jxa03@health.state.ny.us

#### [Insert Contractor Name]

Name: Daniel W. Gilmore  
Title: Public Health Director  
Address: Oneida County Health Department  
Patient Clinic Services  
406 Elizabeth St.  
Utica, New York 13501  
Telephone Number: (315) 798-6400  
Facsimile Number: (315) 798-6138  
E-Mail Address: dgilmore@ocgov.net

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.

# ONEIDA COUNTY HEALTH DEPARTMENT

*A Adirondack Bank Building, 5<sup>th</sup> Floor, 185 Genesee St., Utica, NY 13501*

ANTHONY J. PICENTE, JR.  
ONEIDA COUNTY EXECUTIVE

GAYLE D. JONES, PH.D, MPH, CHES  
DIRECTOR OF HEALTH

## ADMINISTRATION

Phone: (315) 798-6400 Fax: (315) 266-6138

June 30, 2010

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

FN 20 10 - 297

**PUBLIC HEALTH**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 27 AM 9:26

Dear Mr. Picente:

Re: C-023414 Integrated Cancer Services Program

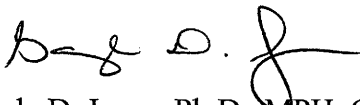
Attached are five (5) copies of a grant between Oneida County through its Health Department and The New York State Department of Health – Integrated Cancer Services.

The purpose of this grant is to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed services areas; (Oneida, Madison and Herkimer Counties) enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services. Through this grant in 2009, clinical breast examinations, mammograms, pap and pelvic examinations, ultrasounds, colonoscopies, fecal immunochemical tests were conducted, as well as the administration of Gardasil injections. Also through this grant, a strong focus is placed on outreach and education to the community and reaching those who need services. The term of this grant will become effective on April 1, 2010 and remain in effect through March 31, 2011 with reimbursement to Oneida County in the amount of \$262,081. This grant is 100% funded by the New York State Department of Health.

The reason this grant is being submitted for your signature after the commencement date is related to changes made to the grant and its receipt by our department on June 23, 2010. If this grant meets with your approval, please forward to the Board of Legislators.

Feel free to contact me should you require additional information.

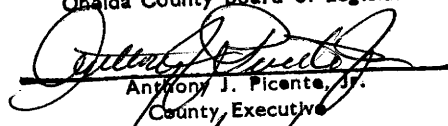
Sincerely,



Gayle D. Jones, Ph.D., MPH, CHES  
Director of Health

attachments  
ry

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



Anthony J. Picente, Jr.  
County Executive

Date 7/27/10

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

**DIVISION:** Community Wellness

**NAME AND ADDRESS OF VENDOR:** New York State Department of Health  
Empire State Plaza  
Corning Tower, Room 515  
Albany, New York 12237-0675

**VENDOR CONTACT PERSON:** Thomas R. Justin, II

**DESCRIPTION OF CONTRACT:** Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area, enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services, identify and recruit licensed medical providers throughout the entire service area to join the partnership, ensure that all men and women with abnormal screening results are assessed for their need for case management services, provide leadership, coordinate and administer the program to implement all required activities.

**CLIENT POPULATION SERVED:** To provide no cost breast and cervical cancer screening to uninsured or underinsured women in Oneida, Herkimer and Madison counties, age 40 and over. Follow-up care and case management is provided for women who need further services.

**PREVIOUS CONTRACT YEAR:** April 1, 2009 through March 31, 2010

**TOTAL:** \$262,081

**THIS CONTRACT YEAR:** April 1, 2010 through March 31, 2011

**TOTAL:** \$262,081

       **NEW**        X   **RENEWAL**             **AMENDMENT**

**FUNDING SOURCE:** A3451 Grant Award

Less Revenues: \_\_\_\_\_  
State Funds:      \$262,081  
County Dollars – Previous Contract      -0-  
County Dollars – This Contract      -0-

**SIGNATURE:** Gayle D. Jones, Ph.D., MPH, CHES      Director of Health

**DATE:** June 29, 2010

89

Signature Page for:

Contract Number: C023414

Contractor: Oneida County Department of Health

Amendment Number: 2

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

**CONTRACTOR SIGNATURE:**

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

Anthony J. Picente, Jr.  
(Printed Name)

Title: Oneida County Executive

STATE OF NEW YORK )

County of \_\_\_\_\_ ) SS:

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

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgment)

-----  
**STATE AGENCY SIGNATURE**

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

Barbara S. Devore

Title: Deputy Director , Center for Community Health

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

-----  
**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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

90

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### State of New York Department of Health

Name: Thomas Justin

Title: Finance Officer

Address: Empire State Plaza, Corning Tower, Room 515 Albany, NY 12237-0675

Telephone Number: 518-474-3050

Facsimile Number: 518-473-2853

E-Mail Address: trj02@health.state.ny.us

#### CONTRACTOR NAME

Name: Gayle D. Jones, Ph.D., MPH, CHES

Title: Director of Health

Address: 185 Genesee Street Utica, N.Y. 13501

Telephone Number: 315-798-5633

Facsimile Number: 315-266-6138

E-Mail Address: g.jones@ocgov.net

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.



Agency Code: 12000  
APPENDIX X

Contract Number: C023414

Contractor: Oneida County Department of Health

Amendment Number: 2

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and **Oneida County Department of Health** (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the workplan or deliverables
- Replaces appendix (ces) A-2 and A-3 (Revised June, 2009), B and D (09/10), State of New York Agreement (2/09), Appendix C (2/09) with the attached appendix (ces) A-2 and A-3 (Revised October, 2009) B and D (10/11), State of New York Agreement (2/10), Appendix C (2/10)
- Adds the attached appendix (ces) Appendix G - Notices
- Other (describe): \_\_\_\_\_

This amendment is  is not  a contract renewal as allowed for in the existing contract.

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

Prior to this amendment, the contract value and period were:

\$ 540,891 From 4/1/08 to 3/31/10  
(Value before amendment) (Initial start date)

This amendment provides the following addition (complete only items being modified):

\$ 239,721 From 4/1/10 to 3/31/11

This will result in new contract terms of:

\$ 780,612 From 4/1/08 to 3/31/11  
(All years thus far combined) (Initial start date) (Amendment end date)

STATE OF NEW YORK

AGREEMENT

This AGREEMENT is hereby made by and between the State of New York agency (STATE) and the public or private agency (CONTRACTOR) identified on the face page hereof.

WITNESSETH:

WHEREAS, the STATE has the authority to regulate and provide funding for the establishment and operation of program services and desires to contract with skilled parties possessing the necessary resources to provide such services; and

WHEREAS, the CONTRACTOR is ready, willing and able to provide such program services and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services required pursuant to the terms of this AGREEMENT;

NOW THEREFORE, in consideration of the promises, responsibilities and covenants herein, the STATE and the CONTRACTOR agree as follows:

I. Conditions of Agreement

- A. This AGREEMENT may consist of successive periods (PERIOD), as specified within the AGREEMENT or within a subsequent Modification Agreement(s) (Appendix X). Each additional or superseding PERIOD shall be on the forms specified by the particular State agency, and shall be incorporated into this AGREEMENT.
- B. Funding for the first PERIOD shall not exceed the funding amount specified on the face page hereof. Funding for each subsequent PERIOD, if any, shall not exceed the amount specified in the appropriate appendix for that PERIOD.
- C. This AGREEMENT incorporates the face pages attached and all of the marked appendices identified on the face page hereof.
- D. For each succeeding PERIOD of this AGREEMENT, the parties shall prepare new appendices, to the extent that any require modification, and a Modification Agreement (The attached Appendix X is the blank form to be used). Any terms of this AGREEMENT not modified shall remain in effect for each PERIOD of the AGREEMENT.

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope or change in the

term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.
- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

## II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.

- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

### III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.

- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

#### IV. Indemnification

- A. The CONTRACTOR shall be solely responsible and answerable in damages for any and all accidents and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the CONTRACTOR or its subcontractors pursuant to this AGREEMENT. The CONTRACTOR shall indemnify and hold harmless the STATE and its officers and employees from claims, suits, actions, damages and costs of every nature arising out of the provision of services pursuant to this AGREEMENT.
- B. The CONTRACTOR is an independent contractor and may neither hold itself out nor claim to be an officer, employee or subdivision of the STATE nor make any claims, demand or application to or for any right based upon any different status.

#### V. Property

Any equipment, furniture, supplies or other property purchased pursuant to this AGREEMENT is deemed to be the property of the STATE except as may otherwise be governed by Federal or State laws, rules and regulations, or as stated in Appendix A-2.

#### VI. Safeguards for Services and Confidentiality

- A. Services performed pursuant to this AGREEMENT are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.

- B. Funds provided pursuant to this AGREEMENT shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
- C. Information relating to individuals who may receive services pursuant to this AGREEMENT shall be maintained and used only for the purposes intended under the contract and in conformity with applicable provisions of laws and regulations, or specified in Appendix A-1.

APPENDIX A-2  
PROGRAM SPECIFIC CLAUSES

1. Any publishable or otherwise reproducible material developed under, or in the course of performing the AGREEMENT, dealing with any aspect of performance under this AGREEMENT, or of the results and accomplishments attained in such performance, shall be the sole and exclusive property of the STATE, and shall not be published or otherwise disseminated for profit by the CONTRACTOR or any other party unless prior written approval is secured from the STATE. The STATE authorizes the CONTRACTOR to disseminate materials developed under this AGREEMENT free of charge, or at cost, to other parties. The STATE shall have a perpetual royalty-free, non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, any such material for governmental purposes.
2. The CONTRACTOR shall obtain written approval of the PROGRAM prior to publication or use of all materials, articles, documents, forms, papers, and similar materials whether electronic or paper form (Materials) developed under or in the course of performing this AGREEMENT. Any Materials developed by the CONTRACTOR under or in the course of performing this AGREEMENT must contain the following acknowledgement: "Funded by a grant from the New York State Department of Health, Bureau of Chronic Disease Control" and such Materials must include the Cancer Services Program logo. CONTRACTOR shall obtain prior written approval of the STATE for any publication or use of the Cancer Services Program logo.
3. No report, document or other data produced in whole or in part with the funds provided under this AGREEMENT may be copyrighted by the CONTRACTOR or any of its employees, nor shall any notice of copyright be registered by the CONTRACTOR or any of its employees in connection with any report, document or other data developed pursuant to this AGREEMENT.
4. The CONTRACTOR, its officers, employees, agents and subcontractors, shall treat all information which is obtained through performance of activities under this AGREEMENT as confidential information, and shall maintain and use such information only for the purposes intended, and only to the extent necessary to perform its obligations, under this AGREEMENT.
5. The STATE routinely releases data to the CONTRACTOR in aggregate form to assist in the administration and improvement of the program. Any secondary release by the CONTRACTOR, its officers, employees, agents and subcontractors, of aggregate or individual-level data for any other purposes, including research, requires prior approval from the STATE, and potentially the New York State Department of Health Human Subjects Review Board.

6. CONTRACTOR shall provide and require any subcontractors to provide, to the STATE information regarding prospective Providers of Screening and Diagnostic Services (herein referred to as "Providers") as required by the STATE. The STATE agrees to inform the CONTRACTOR in writing as to whether the prospective Providers are acceptable to the STATE in a timely manner. The CONTRACTOR agrees to provide any information that may be required by the STATE to determine whether the Providers continue to satisfy the credentialing criteria established by the STATE. The CONTRACTOR agrees to solely use Providers that are acceptable to the STATE for services covered by the Cancer Services Program. If the CONTRACTOR is a licensed health care facility, nothing herein shall relieve CONTRACTOR of its legal responsibility for credentialing practitioners, including investigations prior to granting or renewing professional privileges consistent with Public Health Law section 2805-j and 2805-k.
7. CONTRACTOR shall notify Providers that the STATE requires each participating Provider to maintain a current, unrestricted, valid license to practice their profession in the State of New York or to maintain a current valid license and have obtained prior written approval to participate in the program from the New York State Department of Health if the Provider possesses a current, valid restricted license. CONTRACTOR shall also notify Providers of all the requirements for participation in the Cancer Services Program.
8. The CONTRACTOR shall notify the STATE of any provider with a restricted professional license seeking to participate in the program and shall not permit the provider to participate in the Program until the CONTRACTOR obtains prior written approval of the provider from the New York State Department of Health.
9. CONTRACTOR agrees to directly provide screening and/or diagnostic services and agrees to the provisions of Appendix A-3. If the CONTRACTOR is unable to directly provide services or, if the CONTRACTOR is a direct provider and supplements its provisions of services by agreements with other providers of screening and diagnostic services, the CONTRACTOR will establish a written agreement for the provision of services with all Providers determined by the STATE to be acceptable for participation in the Cancer Services Program. The written agreement shall at a minimum include all of the requirements for Provider participation as set forth in Appendix A-3.
10. CONTRACTOR, if such CONTRACTOR is not a direct Provider of Screening and Diagnostic Services, is not responsible for determining the suitability of any potential Provider. Only the STATE may determine acceptability of any Provider for participation in the program hereunder.



11. CONTRACTOR agrees to cooperate fully with the STATE's quality assurance efforts, including participating in discussions to explore reasons for unusual data patterns, and facilitating remediation of provider's clinical and/or data reporting deficiencies in a timely manner.
12. The CONTRACTOR, its officers, employees, agents and subcontractors shall report to the STATE in a timely manner any complaints about the quality of care provided by a Provider. CONTRACTOR shall also notify all other entities dealing with any aspect of performance under this AGREEMENT of their duty to report complaints about a Provider.
13. Only the CONTRACTOR may submit voucher claims to the STATE for reimbursement of services performed under this AGREEMENT. Entities that are affiliated with the CONTRACTOR in the partnership, or entities that accept responsibility for and/or perform activities under this Agreement may not submit claims for reimbursement directly to the STATE. The CONTRACTOR is responsible for the timely distribution of funds paid to it under this Agreement to the entities in its partnership pursuant to the agreement among the CONTRACTOR and the other entities participating in the partnership. CONTRACTOR is responsible for notifying entities affiliated with the CONTRACTOR in the partnerships and entities that accept responsibility and/or perform activities under this Agreement that no such entity may submit voucher/claims for reimbursement directly to the STATE.
14. CONTRACTOR shall establish subcontract agreements, regardless of monetary compensation, for required partnership roles, as defined in the Cancer Services Program Operations Manual, not directly fulfilled by the CONTRACTOR.
15. CONTRACTOR shall maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the program. CONTRACTOR agrees to provide the STATE access to medical, including original mammograms, consents, business, personnel and/or financial records, and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
16. CONTRACTOR must obtain a signed New York State Department of Health Consent for Cancer Services Program Participation (CSP Consent) from each Cancer Services Program client participant, in addition to any other consents or authorizations the CONTRACTOR may obtain or which may be required by law to obtain. If the Cancer Services Program client has executed a CSP Consent with a Provider before CONTRACTOR has obtained a CSP Consent, the CONTRACTOR shall preferably obtain a copy of such CSP Consent from the Provider, or CONTRACTOR shall obtain a second signed CSP Consent from the client.

17. Paragraphs one, two, three, four, eleven and fifteen of this Appendix A-2 shall survive termination of the AGREEMENT.

Revised October 2009

### APPENDIX A-3

Providers of screening and/or diagnostic services in the New York State Department of Health Cancer Services Program, (PROVIDERS), agree to:

1. Abide by the applicable provisions of the New York State Department of Health Cancer Services Program (PROGRAM) Operations Manual including but not limited to: clinical guidelines, eligibility criteria and case management sections.
2. Provide clients of the PROGRAM with the same quality of care as afforded to any other patients in their care.
3. Request reimbursement for clinical services ONLY for clients who meet the eligibility criteria as defined in the PROGRAM Operations Manual.
4. Treat the PROGRAM as the payor of last resort. All Providers agree to first bill client's other insurance and/or third party payor for services provided through the PROGRAM. Provider further agrees that it may only seek PROGRAM reimbursement from the State contractor for the partnership and may not submit claims for reimbursement directly to the State.
5. Accept reimbursement rates established by the PROGRAM as payment in full for all services that are covered by the PROGRAM. Providers agree not to charge clients for the difference between the PROGRAM reimbursement rate and the Provider's usual fees. Under no circumstances shall Providers bill PROGRAM clients for services that are covered by the PROGRAM.
6. Promptly refer PROGRAM clients for all needed and appropriate diagnostic and treatment services without consideration of their ability to pay. This assurance includes any and all necessary services NOT covered by the PROGRAM.
7. Obtain signed written consent from all PROGRAM clients for the provision of clinical services and release of their medical information to the relevant other entities participating in the partnership and the New York State Department of Health for the purposes of case management, tracking and reimbursement, in addition to any other consents or authorizations the Providers may obtain or which may be required by law to obtain.
8. Submit accurate demographic, screening, diagnostic treatment and any other data required by the STATE in a timely manner and in the format required by the STATE. The Provider agrees that the reimbursement for clinical services will not be provided by the STATE to the STATE contractor for the partnership for reimbursement to the Provider until data have been submitted and accepted on the PROGRAM data system.

9. Maintain adequate medical, business, financial, personnel, and other records, which may be applicable to the PROGRAM. PROGRAM Providers agree to provide the PROGRAM access to medical, including original mammograms, consents, business, personnel, financial and other records, which may be relevant to the Cancer Services Program for purposes of inspection, auditing and copying.
10. Ensure that all licensed health care professionals are appropriately licensed to practice their profession in the State of New York, and maintain the appropriate credentials for the services that they are providing. Maintain all applicable provider, office based surgery and/or facility credentials, certifications, licenses, operating certificates, and/or approvals required by law and necessary to perform and bill for PROGRAM services and facility fees, including but not limited to approvals for laboratory, mammography, office based surgery and diagnostic and treatment center services.
11. Immediately notify the PROGRAM (i) if Provider's or Practitioner's license to practice or certification to operate in any state, certification(s) to prescribe medication, if applicable, or staff privileges at any hospital, if applicable, are voluntarily surrendered, restricted temporarily or permanently reclassified, suspended or revoked for any reason; and (ii) if Provider or Practitioner is indicted or convicted of a criminal offense, regardless of the nature of the offense, or if the Provider or Practitioner becomes subject to any disciplinary action taken by a government program, hospital, managed care organization, or licensing authority, including, but not limited to an active or stayed suspension or restriction of Provider's or Practitioner's license or certification.
12. Provide all information necessary to comply with the credentialing and re-credentialing activities, and further, to provide such information within a reasonable time period.
13. Cooperate fully with PROGRAM quality assurance efforts, including, participating in discussions to explore reasons for unusual data patterns, and agree to undertake any proposed remediation plans to any clinical and/or data reporting deficiencies in a timely manner.
14. The PROGRAM reserves the right to discontinue any service Providers from participation in the PROGRAM for any reason.
15. Paragraphs nine and thirteen of this Appendix A-3 shall survive termination of the AGREEMENT.

Revised October 2009

## APPENDIX C

### PAYMENT AND REPORTING SCHEDULE

#### I. Payment and Reporting Terms and Conditions

A. The STATE may, at its discretion, make an advance payment to the CONTRACTOR, during the initial or any subsequent PERIOD, in an amount to be determined by the STATE but not to exceed 25% percent of the maximum amount indicated in the budget as set forth in the most recently approved Appendix B. If this payment is to be made, it will be due thirty calendar days, excluding legal holidays, after the later of either:

- ① the first day of the contract term specified in the Initial Contract Period identified on the face page of the AGREEMENT or if renewed, in the PERIOD identified in the Appendix X, OR
- ① if this contract is wholly or partially supported by Federal funds, availability of the federal funds;

provided, however, that a STATE has not determined otherwise in a written notification to the CONTRACTOR suspending a Written Directive associated with this AGREEMENT, and that a proper voucher for such advance has been received in the STATE's designated payment office. If no advance payment is to be made, the initial payment under this AGREEMENT shall be due thirty calendar days, excluding legal holidays, after the later of either:

- ① the end of the first **monthly** period of this AGREEMENT; or
- ① if this contract is wholly or partially supported by federal funds, availability of the federal funds:

provided, however, that the proper voucher for this payment has been received in the STATE's designated payment office.

B. No payment under this AGREEMENT, other than advances as authorized herein, will be made by the STATE to the CONTRACTOR unless proof of performance of required services or accomplishments is provided. If the CONTRACTOR fails to perform the services required under this AGREEMENT the STATE shall, in addition to any remedies available by law or equity, recoup payments made but not earned, by set-off against any other public funds owed to CONTRACTOR.

- C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.
- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at 518-474-6019. The CONTRACTOR acknowledges that it will not receive payment on any vouchers submitted under this contract if it does not comply with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9, must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than **Thirty** days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE **Monthly** voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the **Empire State Plaza, Corning Tower, Room 515, Albany, NY 12237-0675**

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than **Thirty** days after the end date of the period for which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

G. If the CONTRACTOR is eligible for an annual cost of living adjustment (COLA), enacted in New York State Law, that is associated with this grant AGREEMENT, payment of such COLA, or a portion thereof, may be applied toward payment of amounts payable under Appendix B of this AGREEMENT or may be made separate from payments under this AGREEMENT, at the discretion of the STATE.

Before payment of a COLA can be made, the STATE shall notify the CONTRACTOR, in writing, of eligibility for any COLA. If payment is to be made separate from payments under this AGREEMENT, the CONTRACTOR shall be required to submit a written certification attesting that all COLA funding will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the State fiscal year for which the cost of living adjustment was allocated, or provide any other such certification as may be required in the enacted legislation authorizing the COLA.

## II. Progress and Final Reports

Insert Reporting Requirements in this section. Provide detailed requirements for all required reports including type of report, information required, formatting, and due dates. Please note that at a minimum, expenditure reports (to support vouchers) and a final report are required. Other commonly used reports include:

Narrative/Qualitative: This report properly determines how work has progressed toward attaining the goals enumerated in the Program Workplan (Appendix D).

Statistical/Qualitative Report: This report analyzes the quantitative aspects of the program plan - for example: meals served, clients transported, training sessions conducted, etc.



## APPENDIX B (10/11)

Oneida Co. Department of Health  
Oneida/Herkimer/Madison Co.

**4/1/10-3/31/11**

C023414

<b>PERSONNEL</b>	<b>% Time</b>	<b>Annual Salary</b>	<b>Budget</b>
Program/Outreach Coordinator	100	\$39,413	\$35,472
Case Manager	100	\$38,106	\$32,390
Data Manager	100	\$38,832	\$38,832
Office Specialist II	100	\$18,408	\$10,469
Fringe @ 40.91%			\$48,037
Subtotal			\$165,200
<b>OTPS</b>			
Office Technology			\$2,716
Office Supplies			\$2,619
Postage			\$3,600
Newspaper Advertising			\$3,996
Television Campaign/Advertising			\$8,500
Promotional Items			\$880
Provider and Partner Recognition			\$400
Incentives			\$4,250
Medical Supplies			\$400
Partnership Meetings			\$760
Patient Recruitment Materials			\$6,005
Education			\$1,188
Screening/Recruitment			\$4,000
Subcontract			\$30,878
Mileage/Other Transportation/Hotel Registration/Materials Fee			\$4,000 \$329
Subtotal			\$74,521
Total			\$239,721

<b>Contractor Budget Justification</b>		Rev. 6/17/10	
<b>Budget Line</b>	<b>Justification</b>	<b>Calculation</b>	<b>Grant</b>
<b>Personnel</b> Program/Outreach Coordinator	<p>The Program Coordinator serves as the point of contact for all general communication between the CSP and the partnership. The Program Coordinator is responsible for overseeing the daily management of all aspects of the partnership, facilitating communication and feedback among partnership collaborators, promptly disseminating information or correspondence to collaborators in the partnership, promoting decisions about partnership activities be made collectively with all partners, scheduling and arranging a minimum of four full partnership meetings per year, scheduling and chairing monthly education and staff meeting, notifying all partners of the partnership meetings, facilitating meetings among partnership collaborators, attending all committee meetings of the partnership, preparing and submitting semi-annual reports and other required program documents in a timely manner. Responsibilities as outreach coordinator include:</p> <ul style="list-style-type: none"> <li>• Ensuing that there is a balance of strategies for educating eligible clients about the importance of early detection and screening, that information is available on the services provided by the partnership and active recruitment of eligible clients for cancer screening;</li> <li>• Assisting the partnership collaborators in developing, implementing and evaluating effective recruitment strategies, with specific emphasis on clients having the greatest need for services and</li> </ul>	1.0 FTE @ \$39,413	\$35,472

	<p>priority populations;</p> <ul style="list-style-type: none"><li>• Ensuring that the expertise of each partnership collaborator is utilized in order to have greater reach into the communities and to maximize the program's effectiveness;</li><li>• Responsible for recruitment of new providers and will assist with orientation of new providers.</li></ul>	
--	--	--

<p>Case Manager</p>	<p>The Case Manager works with the partners to assist clients with alleviating any barriers that may prevent the client from keeping scheduled appointments, diagnostic evaluation, and if necessary, treatment. Responsible for assisting clients in receiving comprehensive, coordinated care, in a timely manner, based on individualized needs. Develop individual written care plans providing ongoing reassessment of the clients' needs. Develop linkages with community resources to connect clients to screening and treatment support services. Reassess the clients' needs throughout the duration of care and evaluating client satisfaction. Maintain Designated Qualified Entity (DQE) status, to enroll clients in the Medicaid Cancer Treatment Program. Assist with any barrier which is preventing a client from meeting with the DQE for an interview and informing the client of documents required for the application process. Assist with outreach and recruitment in the community.</p>	<p>1.0 FTE @ \$38,106</p>	<p>\$32,390</p>
---------------------	---	---------------------------	-----------------

<p>Data Manager</p>	<p>The Data Manager serves as the point of contact for all data-related communication between the CSP and the partnership. The Data Manager is responsible for promptly submitting data via the program's web-based data system (INDUS) for clients screened by a partnership service provider and for whom reimbursement is requested for any clinical service. Assuring that data are submitted promptly in order to expedite payment to service providers and to prevent clients from being billed for covered services. Promptly obtaining missing or incorrect information from the provider promptly distributing monthly data reports received from the CSP (including but not limited to the monthly billing report) to the partnership's fiscal contractor and other partners. Monitoring the partnership's clinical services and infrastructure budgets. Reporting regularly to the partnership on the status of these budgets. Promptly preparing and submitting vouchers to designated CSP personnel on a monthly basis. Attaching the appropriate billing reports and other documentation to vouchers. Maintain status as a DQE to enroll qualified clients in the MCTP. Assist with outreach and recruitment in the community.</p>	<p>1.0 FTE @ \$38,832</p>	<p>\$38,832</p>
---------------------	--	---------------------------	-----------------

Office Specialist II	<p>This person will replace the contractual clerical worker who will be leaving 9/3/2010. This person will be an Oneida County employee. He or she will be responsible for almost 100% of the client intake and enrollment into the program. Will complete SIF's, fax information to providers, start the client charts, mail reminder letters, do all necessary filing, process mail daily, data entry assistance as directed by the Data Manager, maintain a log of all the literature used with clients and at community events, and maintain an office supply log. This person also handles CSP contracts in accordance with the CSP and Oneida County Contract Management guidelines. Participates in outreach events as directed by the Program Coordinator.</p>	1.0 FTE @ \$18,408 (but we pro-rated for just under 7 months)	\$10,649
Director of Community Wellness	<p>Administrative oversight of the Partnership Grant. Provides guidance and direction to Partnership staff as indicated. Assists with hiring and orientation of new partnership staff. Will attend partnership meetings. Responsible for initiating new contracts and renewing current provider contracts. Assist program coordinator with completing budgets, workplans and grant preparation. Attends County Legislator meetings and educates legislators about the program and services available. Acts as a consultant for medical issues as she is a registered nurse.</p>		\$0

Fiscal Services Administrator	Administrator with complete oversight of Health Department billing, accounting and finances. Department budget preparation, 20% time with CSP staff for guidance, assists with budgets, and fiscal planning. Does purchase orders, vouchers, mileage payments and quarterly reports BSR0. Responsible to disperse funds to all clinical service providers and contractual agencies for infrastructure costs. Attest to the CSP that all costs for which reimbursement is requested are true and accurate, to the best of his knowledge, by signing state vouchers.	\$0
Supervisor in Charge (Acting Director of Health	Administrator with complete oversight of Health Department programs and staff. Provides guidance and direction to CSP. Prepares review of state contracts for County Executive and Board Legislators.	\$0
Assistant County Attorney	Responsible for legal issues relating to program including contracts. Reviews any documents, contracts or charts going to court. Assists with release of information. Consultant for legal matters relating to client situations and general advisor.	\$0
Public Health Educator	Assists Coordinator with outreach and education events. Attends all Health Fairs and provides information on CSP program. Provides educational cancer information to the public. Member of Outreach Committee and attends Partnership meetings	\$0
Public Health Coordinator	Assists in writing PSA's and other health related information for the media. Edits all Health Education information written prior to sending to the media. Assists with outreach and education events. Schedules and informs staff of scheduled health fairs and other events. Arranges media appearances for coordinator.	\$0

Community Health Worker Coordinator	Assists with CSP Outreach and Education at Health Fairs and events. Provides information on CSP program and services when providing information on other Health Department programs. Member on Outreach and Education Committee. Provides CBE'S at screening events. The plan is to increase screening events with Bassett Mammography coach and utilize CHW coordinator for CBE's. Also provides outreach and referral to rural areas of Oneida County on a monthly basis. CHW coordinator will include information on the Partnership and services available.		\$0
Community Health Workers	4 of Community Health Workers (CHW's) that work in home with women and families, to encourage them to utilize primary health care. Assists them in addressing preventive health needs to keep their families healthy. The CHW's offer information to clients on OCHD programs, including the CSP. They explain the program and refer eligible clients to the CSP. Average CHW hourly pay is \$ 25 per hour at 100 hours, for a total of \$2,500.		\$0
Public Health Nurses	Four Public Health Nurses (PHN) provide 25 hours a year of door to door outreach in the high risk area of Utica. PHN's provide information on OCHD programs and include information on CSP. PHN's distribute CSP brochures, explain the program and refer uninsured residents who consent to CSP. Average PHN hourly pay is \$25 per hour at 100 hours for a total of \$2,500.		\$0
Computer Support	Provides technical advice and assistance on an as needed basis. Installation of software when needed.		\$0
Administrative Assistant	Assists in keeping track of contract process. Trains and advises clerical staff in contract management process.		\$0



Total			\$117,163
Fringe @ 40.91%			\$48,037
			\$165,200
Continuous Quality Assurance Coordinator Contractual at \$55 per hour	Spends 6.75 hours per quarter auditing CSP records and advising staff on QA issues	27/yr x \$55 = \$1485	\$0
Office of the Aging	Provides a DQE from OFA June Hanrahan to complete Medicaid Cancer Treatment Program on clients. Completes approximately 5 applications per year \$28 per hour = \$140. Refers clients to CSP program, attends partnership meetings. Will assist with outreach with the Meals on Wheels program. Includes flyers in her monthly news letter 2X per year, approximately 5hours (\$140) of time and \$200 printing flyers, = .330. Assists with other outreach and education activities. Attends 2 screening events per year which provides OFA staff and incentives totaling \$390, Member of Outreach Committee.		\$0

<p>American Cancer Society</p>	<p>Peter Cittadino of American Cancer Society is very active on Outreach Committee. Peter Cittadino assists with development and design of Partnership literature and brochures. Assists with outreach and education at special events, ie: Relay for Life, and Making Strides Campaign. Prints materials and assists in chairing planning Meetings for events. Peter also assists with advocacy meetings, other staff in the office assist with different projects and events. All In-Kind contribution. 150 hours of Peter's time at salary \$40/hour=\$6000, Other personnel, to include administrative staff, event staff and patient &amp; family service staff at an average of \$15/hr X 25 hours = \$375. General advertising of CSP along with ACS events(@\$300), literature to distribute at events (@\$200), use of the dermascan for health events (\$50 per event x 6 events = \$300), use of room for monthly Outreach meeting (\$20/hr x 2.5 hrs X 12 months = \$600), donation of coffee and paper products for meetings (\$7 X 12 meetings = \$84)</p>	<p>\$40/hr X 150 hours = \$6000</p>	<p>\$0</p>
--------------------------------	--	---	------------

<p>Faxton St. Luke's Health Care</p>	<p><b>Education Coordinator (5%)</b> Collaborates on public education and health fairs to increase opportunities to enroll community members in CSP. Refers patients for CSP services. Offers CSP information to the community at health events coordinated through the hospital. Attends Partnership meetings and Outreach committee meetings. <b>Outreach Planner (10%)</b> Sets up rural community health events. Refers patients for services. Educate patients on cancer services available in each county. Includes CSP in advertisement for outreach events. Attends Partnership meetings and Outreach committee meetings. <b>Oncology Administrator (3%)</b> Provides information to the community about CSP and the services we offer. Will refer patients for CSP services. Accepts referrals from CSP for services provided by FSLHC Regional Cancer Center. <b>As in the past, Faxton St.Lukes does not release salary information on their employees. The in-kind amount listed here is similar to the amount for last year's grant, with a slight increase to estimate for a cost of living adjustment.</b></p>	<p>\$0</p>
<p>Various Health Fair Participants</p>	<p>We are planning at least 6 events with the Mammo Coach for the year, with various community organizations participating. We estimate at least 10 organizations per event, with an average of \$17 per hour. Each event is about 6 hours in length. (To arrive at the average per hour pay of the 10 participants, we took the hourly wage of the 10 participants for the most recent health fairs we have been involved with, and took the average of all of them.)</p>	<p>\$17/hr X 6hrs = \$102  \$102 X 10 = \$1020  \$1020 X 6 = \$6120</p>

Central Adirondack Partnership for the 21st Century	We had a very successful Mammo Coach event, planned by this organization, and we plan to ask them to plan another event for us. We averaged the time of 3 staff members doing the planning at 20\$ per hour, with a minimum of 3 months planning time and at least 10 hours a month of planning(planning being phone calls, meeting time).	\$20/hr X 10 hrs/month = \$200 3 staff X \$200 = \$600 \$600 X 3 months = \$1800	
<b>Total</b>			<b>\$165,200</b>
<b>Other Than Personal Services (OTPS)</b>	-		
<b>Administration</b>			<b>\$8,935</b>
Office Technology	Our copier/fax costs \$1,716 a year to lease. Also requesting an additional \$1000 in case any of the equipment needs to be replaced or fixed (ie: computer, printer)	Copier/Fax @ \$143 X 12 Additional small office equipment if needed-\$1000	\$2,716
Insurance	Periodically we need insurance certificates in order to participate in health events or do outreach in certain locations	\$321/year	\$0
Office space/rent	CSP utilizes 620 square feet of space at \$8.95 per square foot, for 12 months.	\$8.95 x 620 = \$5,549	\$0
Office supplies	General office supplies: binders, pens, pencils, tape, file folders, markers, as needed		\$2,619
	ink cartridges, color and black and white, for 3 printers	\$274/printer X 3 printers X 2= \$1644 (This is replacing cartridges 2X a year)	
	Paper (for the year)		\$315

Phone/Internet Service	4 phone lines, for Program/Outreach Coordinator, Case Manager, Data Manager, and Clerical Staff	\$60 x12 months	\$0
Postage	Postage for 300 reminder letters/month (includes 2nd & 3rd reminder letters	300 X \$.44 X 12 = \$1,584	\$3,600
	2400 self addressed stamped envelopes	2400 X \$.44 = \$1,056	
	Mailing for meetings 4 times a year	90 X \$.44 X 4 = \$158	
	Additional mailings to include but not be limited to FIT kits; contracts; workplan and budget; reports; payment to providers; ; Fed Ex or overnight mailings as needed; Certified mail, etc.	\$802	
<b>Public Awareness/Advertising</b>			<b>\$13,376</b>
Newspaper advertising	1/4 page ad in PennySaver 4 times a year to advertise various events	4 X \$594 = \$2376	\$2,376
	2 x 2 ad in PennySaver 12 times a year to advertise program	12 X \$135 = \$1620	\$1,620
Television Advertising	Plan to utilize tv commercial already done, and purchase additional airtime 2 times to run it again. The cost to run it for 8 weeks was \$8500. We plan to run it 2 more times this year at 4 weeks each time.	2 X \$4250=\$8500	\$8,500
Promotional Items			
	Various promotional and incentive items, raffle and giveaway items for health fairs and public awareness events (SEE BELOW)		\$880
	Door prizes for events that require either a fee or a door prize	5 x \$20 = \$100	

201

	Table raffles for community events (Participants complete a brief quiz about breast, cervical and colorectal cancer screening and prevention to be entered in a drawing for a small prize)	20 x \$10 = \$200	
	Breast Cancer Awareness seed packet with CSP info, to give to women that come to community events and complete a CSP Follow Up card with their contact information	400 x \$0.50 = \$200	
	Key ring, tape measure and light (all-in-one) with CSP info, to give to men that come to community events and complete a CSP Follow Up card with their contact information.	200 x \$1.90 = \$380	
<b>Awards/Recognition</b>			<b>\$400</b>
Provider & partner recognition	Recognition of partners and providers by taking a light breakfast or lunch to their office (ie: bagels or pizza)	4 x \$100 = \$400	\$400
<b>Client Services</b>			<b>\$4,650</b>
Incentives	Walmart gift cards to be used as incentives for patients to attend and complete screenings as scheduled	200 x \$10 = \$2000	\$2,000
	Gift card to women who receive a comprehensive screening through the program.	150 x \$15 = \$2,250	\$2,250
Medical Supplies	Prep for colonoscopies	20 X \$20 = \$400	\$400
<b>Meeting Expenses</b>			<b>\$760</b>

Partnership Meetings	4 Partnership meetings/year : Space is donated by various partners, along with coffee. Breakfast provided by the CSP. We estimate approximately 40 attendees per meeting at \$2.50 each.	40 X \$2.50 = \$100 4 X \$100 = \$400	\$400
Outreach & Education Meetings	12 Outreach and Education Subcommittee meetings/yr: Space is donated by the American Cancer Society, along with the coffee. CSP provides light breakfast. We estimate approximately 20 regular attendees at \$1.50 each.	20 X \$1.50 = \$30 12 X \$30 = \$360	\$360
<b>Printing and Copying</b>			<b>\$6,005</b>
Patient Recruitment Materials	Materials associated with recruiting patients such as brochures, fliers, event posters, newsletter, save the date cards for events, etc	CSP flier 5,000 x \$0.30 = \$1,500 CSP Tear-offs 5,000 x \$0.30 = \$1,500 CSP Brochure 2,000 x \$0.32 = \$640 CSP Bag Stuffers 1,500 x \$0.32 = \$480 Event Specific fliers 3000 x \$0.30 = \$900 CSP Newsletter 100 x \$0.50 x 4 times/yr = \$200 Operations Manuals for providers 75 x \$6.96 = \$522 Algorithms (both) for providers 75 x \$1.75 x 2 = \$263	
<b>Special Events</b>			<b>\$5,188</b>
Education	Men's Guide to Health Screenings, to be distributed to men who provide demographic information for enrollment at health fairs/enrollment/community events	300 X \$0.63 = \$189	

	Self Breast Exam Cards, to be distributed to women who provide demographic information for enrollment at health fairs/enrollment/community events	300 X \$0.78 = \$234	
	Educational Display board to display the name and specifics of the CSP while at outreach events	\$400	
	Tablecloth with CSP logo to be used at outreach events	\$100	
	Training model of breast to be used for education at outreach events	\$100	
	Cervix display to be used for education at outreach events	\$105	
	Interactive colon model with pathologies, to be used for education at outreach events	\$60	
Screening/Recruitment	We will hold 4 rural health fairs this year, 2 in Oneida County (Boonville & Steuben), 1 in Madison County (Leonardsville), and 1 in Herkimer County (Newport). We will pattern the other 3 after the very successful Steuben health fair that is done every spring. Each event will provide various screenings and information to community residents, as well as the opportunity to enroll in the CSP. We hope to have the Bassett Mobile Coach at each event. We provide lunch to the attendees and the vendors. We offer 3 raffles at each event, for items that total approximately \$20 per raffle. All events have been held in the past.	4 events X \$1000 = \$4000	\$4,000
<b>Subcontract</b>			<b>\$30,878</b>



<p>Contractual Clerical Worker</p>	<p>Responsible for handling almost 100% of client intake for eligibility. Will fill out Screening Intake Forms and fax information to the provider of choice. Will maintain tickler file to follow client's results once appointments are made. Other duties include: mailing reminder letters, filing, entering data, mailing information regarding chronic disease prevention to clients in the program and typing required reports. Assist with data input as directed by data manager. Participates and assists with outreach events as directed by Program/Outreach Coordinator.</p>		<p>\$10,878</p>
<p>2 Contractual Outreach Workers</p>	<p>Works under the direct supervision of the program/outreach coordinator, and in conjunction with the case manager, data manager, clerical worker and local health department Health Educators to promote CSP in all three counties and recruit patients and providers specifically for CSP. Will assist in scheduling and attending community outreach activities. One worker in Madison county and parts of Western Oneida County and one worker for Herkimer County and the balance of Oneida County, to design and implement a minimum of 3-4 enrollment events specific to their region. Attend meetings and assist in activities as required as well as preparation of reports. Outreach workers will be charged with securing a quota of new enrollments each month. It is estimated that each of these workers puts in 3-4 hours of their own time each month, to be considered in-kind.</p>	<p>\$20/hr X 20 hours/month = \$400  \$400/month X 12 months = \$4,800 for Outreach for Madison County and parts of Western Oneida county  \$15/hr X 40 hours/month = \$600  \$600/month X 12 months = \$7,200</p>	<p>\$12,000</p>

Herkimer & Madison County Public Health Educators	Assists Program/Outreach Coordinator with outreach and education events. Attends health events in the community, providing general health educational information to the public and promoting all health department programs. Will assist CSP by providing information at all public health events regarding CSP services, as well as general cancer information. Member of Outreach Committee and attends Partnership meetings. Outside of generally promoting the program, both these people also help to recruit providers, assist with outreach and education events planned by the Partnership, and help to plan these events. They are to be paid through the grant for 20 hours a month, but they put in an additional 10 hours a month each attending events and talking with people about CSP.	<p>\$4,000 X 2 = \$8000  \$16.67/hr X 20 =  \$333.40/month  \$333.40/month X 12 =  \$4000</p>	\$8,000
Travel (official contract business)			\$4,000
Mileage	Travel by staff (including Program/Outreach Coordinator, Outreach staff, Case Manager and Data Manager) throughout all three counties, to meet with providers, clients, attend outreach events, attend regional meetings and other required/recommended training seminars and conferences relating to CSP.		\$4,000
Vehicle operating expenses	cost associated with the upkeep to the county vehicle		
Training/Professional Development			\$329
Registration/materials fee	Funds to be used for registration for trainings, seminars and events pertinent to CSP outreach and networking.		\$329

<b>OTPS Total:</b>			<b>\$74,521</b>
<b>Overall Total:</b>			<b>\$239,721</b>

## APPENDIX D (10/11)

Cancer Services Program of Oneida, Herkimer, Madison Counties

Partnership Name:

### Contract Agency Information:

Contract Agency Name: Oneida County Health Department

Person for whom all contractor correspondence should be directed:

Wendy Hunt

Address:

Adirondack Bank Building

185 Genesee St., 5th floor

City:

Utica

State:

NY

13501

Telephone (inc. area code):

315-798-5229

Fax (inc. area code):

315-798-5071

E-Mail Address:

[whunt@ocgov.net](mailto:whunt@ocgov.net)

Federal Tax ID#:

15-6000460

Charities Registration#:

Total Award Amount:

\$239,720

County(ies) Contracted to Serve:

Oneida, Herkimer and Madison

### Partnership Staff

Each contractor should ensure that the following functions are covered: Coordinator (1 maximum), Recruitment/Outreach, Data Management, Case Management and Public Contact. Note: one person can perform multiple roles.

The person identified as the Public Contact will be posted on the NYS DOH website and will also be provided by 1-866 number phone staff as the person to call about the program and screening services. You must indicate one public contact.

**Contact Information:**

Cancer Services Program Partnership of Oneida, Herkimer and Mdison

Organization Name: Cancer Services Program Partnership of Oneida, Herkimer and Mdison  
 Counties: Wendy Hunt  
 Contact Person: Adirondack Bank Building  
 Address: 185 Genesee St., 5th floor  
 City: Utica State: NY Zip: 13501  
 Telephone (inc. area code): 315-798-5229  
 Fax (inc. area code): 315-798-5071  
 E-Mail Address: whunt@ocgov.net

**Functions Performed:**

- Coordinator
- Recruitment/Outreach
- Data Management
- Case Management
- Public Contact
- Fiscal

**Contact Information:**

Cancer Services Program Partnership of Oneida, Herkimer and Mdison

Organization Name: Cancer Services Program Partnership of Oneida, Herkimer and Mdison  
 Counties: Robin Potenski  
 Contact Person: Adirondack Bank Building  
 Address: 185 Genesee St., 5th floor  
 City: Utica State: NY Zip: 13501  
 Telephone (inc. area code): 315-798-5078  
 Fax (inc. area code): 315-798-5071  
 E-Mail Address: rpotenski@ocgov.net

- Coordinator
- Recruitment/Outreach
- Data Management
- Case Management
- Public Contact
- Fiscal

**Contact Information:**

Cancer Services Program Partnership of Oneida, Herkimer and Mdison

Organization Name: Cancer Services Program Partnership of Oneida, Herkimer and Mdison  
 Counties: Lynda Kiefer  
 Contact Person: Lynda Kiefer

- Coordinator
- Recruitment/Outreach
- Data Management
- Case Management
- Public Contact
- Fiscal

Address: Adirondack Bank Building  
 185 Genesee St., 5th floor  
 City: Utica State: NY Zip: 13501  
 Telephone (inc. area code): 315-266-6121  
 Fax (inc. area code): 315-798-5071  
 E-Mail Address: [jkiefer@ocgov.net](mailto:jkiefer@ocgov.net)

Recruitment/Outreach  
 Data Management  
 Case Management  
 Public Contact  
 Fiscal

Organization Name: Cancer Services Program Partnership of Oneida, Herkimer and Madison Counties

- 
- 
- 
- 
- 
- 

Contact Person: Lindsey Griffin  
 Address: Adirondack Bank Building  
 185 Genesee St., 5th floor  
 City: Utica State: NY Zip: 13501  
 Telephone (inc. area code): 315-798-5248  
 Fax (inc. area code): 315-798-5071  
 E-Mail Address: [jgriffin@ocgov.net](mailto:jgriffin@ocgov.net)

Coordinator  
 Recruitment/Outreach  
 Data Management  
 Case Management  
 Public Contact  
 Fiscal

Partnership Name:  CSP of Oneida, Herkimer, and Madison Counties

**Goal 1: Partnership building and management activities**

Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area.

**Objectives**

Objective 1: By September 30, 2010 identify and recruit  2  # partners to assist with recruitment of male clients.

**Activities planned to achieve this objective**

1) Choose a urologist in each county and work with them to offer colorectal screenings to uninsured male patients, for example, by holding a screening day at each office.

2) Work with the local NYS Farm Bureau region to offer our program to uninsured farmers in the 3 counties that we serve.

3) Get information out to the local Elks and Lions clubs, and arrange to attend their meetings to do a presentation about the CSP, or to have information put in their newsletters about our services.

**Staff/Partnership member(s) responsible**

Program/Outreach Coordinator,  
Case Manager,  
Data Manager,  
Outreach Staff

Program/Outreach Coordinator,  
Case Manager,  
Data Manager,  
Outreach Staff, ACS Director

Program/Outreach Coordinator  
Case Manager  
Data Manager  
Outreach Staff

**Completed by (month & year)**

Jul-10

Oct-10

Mar-11

Objective 2: By September 30, 2010 identify and recruit 2 # partners to assist with recruitment of men and women ages 50 to 64.

<p>Program/Outreach Coordinator, Case Manager, Data Manager, Outreach Staff, ACS Director</p>	<p>1) Work with the local NYS Farm Bureau region to offer our program to uninsured farmers in the 3 counties we serve.</p>	<p>Oct-10</p>
<p>Program/Outreach Coordinator, Case Manager, Data Manager, Outreach Staff, ACS Director</p>	<p>2) Identify at least 2 businesses/employers in the area that may be interested in working with us to get the word out about CSP and/or offer the program to their employees that may work part time and do not have health insurance.</p>	<p>Dec-10</p>
<p>Program/Outreach Coordinator, Case Manager, Data Manager, Outreach Staff, ACS Director</p>	<p>3) Contact local AARP representative to see if they have a local newsletter to put our information into, and see if they will work with us at screening events to help 50-64 year olds get their screenings covered.</p>	<p>Feb-11</p>
<p>Program/Outreach Coordinator, Case Manager, Data Manager, Outreach Staff</p>	<p>4) Continue to contact and meet with Rotary groups in the area to make business contacts.</p>	<p>Mar-11</p>
<p>Program/Outreach Coordinator</p>	<p>5) Participate in local Compass Group, which is a group of local health professionals that provide services to seniors, ages 50 plus, to look for new avenues for recruitment.</p>	<p>Mar-11</p>



<p>Objective 3: By May 1, 2010 reassess and expand the number of community-based organizations and/or providers who are referral sources for clients or client services necessary to reduce barriers to screening or follow-up such as child care, medical equipment or transportation.</p>	<p>1) Continue to utilize the OCHD Komen grant to assist women with services associated with their breast screenings, such as transportation and child care.</p> <p>2) Apply for a grant through the Avon Foundation to help defray the costs of childcare and transportation that may be considered barriers to screenings being completed.</p> <p>3) Refer clients to the American Cancer Society for specific services that ACS can assist with such as transportation, and advocacy and referral with larger issues including, but not limited to the payment of medical bills, available insurance programs, clinical trials for treatment.</p> <p>4) Continue to work with Mid York Child Care Coordinating Council to identify some of their day care providers that may be willing to provide childcare free of charge to CSP patients so that they can attend their cancer screenings.</p>	<p>Program/Outreach Coordinator, Case Manager, Data Manager</p> <p>4/2010-3/2011</p>
<p>Objective 4: Between April 1, 2010 and March 31, 2011 conduct ___4_# partnership meetings (minimum of 4) to communicate program standards, to plan, implement and evaluate required contract deliverables and address the status of program performance measures.</p>	<p>1) Send meeting notice and agenda to involved parties two weeks in advance. Schedule two meetings in Oneida County, one in Herkimer and one in Madison County.</p> <p>2) Review, Monitor and revise progress toward meeting workplan goals and objectives at each meeting.</p> <p>3) Monitor performance measures and adjust systems and activities as needed.</p>	<p>Program/Outreach Coordinator</p> <p>4/2010-3/2011</p>

<p>Objective 5: Recruit and maintain 7 Designated Qualified Entities (DQE's) to adequately meet the needs of the partnership to assist eligible men and women with enrollment in the MCTP, including those not screened through the CSP.</p>	<p>4) Provide informational/educational opportunities for partners/providers at each meeting.</p> <p>5) Explore and identify partner ideas and responsibilities.</p> <p>7) Distribute meeting minutes within 2 weeks after the meeting.</p>	<p>Program/Outreach Coordinator</p> <p>Entire Partnership, Partnership staff</p> <p>Program/Outreach Coordinator, Clerical staff</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>1) Hire someone to do outreach in Herkimer County and train this person to be a Designated Qualified Entity.</p> <p>2) Attend applicable training to keep current on MCTP guidelines.</p> <p>3) Regularly assess the partnership's need for additional DQE's.</p> <p>4) Maintain current 7 trained DQE's within the Partnership's 3 counties.</p> <p>5) When meeting with providers and members of the community, we will make them aware that if a person is not eligible for the CSP but is diagnosed with cancer, they may still be eligible for MCTP and that they should call the CSP to complete the paperwork if they need help paying for treatment.</p>	<p>Program/Outreach Coordinator, Director of Community Wellness, Case/Data Manager</p> <p>Program/Outreach Coordinator, Data/Case Managers, DQE's</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p>	<p>Sep-10</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>	

<p>Objective 6: By October 1, 2010 identify, recruit and maintain 3 community partners and CSP clients willing to share testimonials or personal stories to educate community leaders and decision makers about the local CSP.</p>	<p>6) All clients diagnosed through the CSP, regardless of their eligibility for MCTP, will be asked if they would like to be referred to the American Cancer Society's Patient and Family Services for cancer specific information, assistance, connections to community resources, as well as American Cancer Society patient programs, including programs that are available in a specific geographic area, such as transportation assistance, and peer support programs.</p>	<p>Program/Outreach Coordinator, Data/Case Managers, DQE's</p>	<p>4/2010-3/2011</p>
<p>Objective 6: By October 1, 2010 identify, recruit and maintain 3 community partners and CSP clients willing to share testimonials or personal stories to educate community leaders and decision makers about the local CSP.</p>	<p>1) Contact patients that have received services through the Partnership to see if they would be willing to provide a testimonial, attend screening events, or go with us to a legislative visit.</p> <p>2) Ask those members to be partners and be a part of the Outreach and Education Sub-Committee.</p> <p>3) Continue to work with local Rotarians and Chambers of Commerce in all three counties to explain the program and recruit them as partners</p>	<p>Program/Outreach Coordinator, Data/Case Managers</p> <p>Program/Outreach Coordinator, Data/Case Managers</p> <p>Program/Outreach Coordinator, Data/Case Managers</p>	<p>Oct-10</p> <p>Oct-10</p> <p>4/2010-3/2011</p>
<p>7) By March 31, 2011, assess the level of participation of current partners, and their commitment to revitalizing the partnership.</p>	<p>1) Contact partners that wrote letters of support for the grant, and reintroduce the CSP to them. For those that are not actively involved, remind them of their original commitment and evaluate their desire to continue on the Partnership.</p>	<p>Program/Outreach Coordinator</p>	<p>Sep-10</p>

<p>2) Identify 4 or 5 providers and partners to recognize for their ongoing commitment to the Partnership, and bring their office a light breakfast or lunch to thank them for their continued support.</p>	<p>Program/Outreach Coordinator, Data/Case Managers, Outreach Staff, Clerical Staff</p>	<p>4/1/01-3/31/11</p>
<p>3) Send a letter to all active partners, thanking them for their commitment to the Partnership, ask them for their continued support, and ask them how we can help to keep them involved.</p>	<p>Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p>
<p>4) Send a letter to all new partners when a new partnership is formed, reminding them of what they have committed to doing, and thanking them for making that commitment.</p>	<p>Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p>

**Partnership Name: \_\_CSP of Oneida, Herkimer and Madison Counties\_\_**

**Goal 2: Outreach and Recruitment Activities**

Between April 1, 2010 and March 31, 2011 recruit and enroll women and men from the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services.

**Objectives**

Objective 1: Each month, between April 1, 2010 and March 31, 2011, >= 75% of screening mammogram clients will be ages 50 and older. (PM #1)

**Activities planned to achieve this objective**

- 1) Identify at least one employer in each county that may have uninsured 50-64 year old women as employees and offer screening days at their site to enroll these women into the CSP.
- 2) Continue to work with Kinney's Drug stores to offer screenings days in their stores during October, to enroll 50-64 year old women in the program for mammograms.
- 3) Plan at least 6 screening events in rural areas utilizing the Bassett Mammogram coach to provide mammograms for women ages 50-64 years old. We will plan to do 2 in each county, each in rural areas that do not have many resources. For any of these events that are on the border of our Partnership and others, we will collaborate with the bordering Partnerships to reach more uninsured women.

**Type of Activity**

- Active Recruitment
- Active Recruitment
- Active Recruitment

**Staff/Partnership member(s) responsible**

- Program/Outreach Coordinator, Data/Case Manager, ACS Director, Outreach Staff
- Program/Outreach Coordinator, Data/Case Manager, Kinney's Staff, Outreach Staff
- Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community

**Completed by (month & year)**

- Oct-10
- 4/2010-3/2011
- 4/2010-3/2011

<p>4) Continue with our yearly March health event in Steuben and have the Bassett coach available for mammograms for 50-64 year old women. For this event, we will collaborate with the Wellness Connection of Lewis &amp; Jefferson Counties to help reach some uninsured in Lewis County.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>Mar-11</p>
<p>5) Organize 3 additional rural health fairs, working off the success of the annual Steuben health fair, to reach women in the rural areas who may not have access to mammography services. Will provide information, enrollment and referral to women regarding breast health, and whenever possible, will utilize the Bassett Mobile Coach to attend and provide the mammograms on site to uninsured women.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>Mar-11</p>
<p>6) We are going to plan to do a major screening event in October, covering all three counties, modeling Onondaga County's successful event in February. We will pull together the providers that we work with to do screenings for women 50-64. We will work with the American Cancer Society and the participating providers to get the word out in the community about the event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>Oct-10</p>
<p>7) Plan 2 enrollment events a month in visible local establishments, focusing on places that women in the 50-64 year old age range may frequent, such as pharmacies.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>Mar-11</p>

<p>8) Continue to attend community health events to promote the CSP and recruit 50-64 year old women for mammograms.</p> <p>9) Work with local news outlets to see if they would be willing to do stories about the CSP during Breast Cancer Awareness month to help get the word out about the importance of mammograms for women between 50-64 years of age.</p> <p>10) Promote awareness of the importance of breast cancer screenings through public service announcements and local media outlets.</p> <p>11) Monthly performance measures will be monitored for accuracy.</p>	<p>Active Recruitment</p> <p>Promotion</p> <p>Promotion</p> <p>Inreach</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator, Public Health Coordinator</p> <p>Director of Community Wellness</p>	<p>4/2010-3/2011</p> <p>Oct-10</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 2: Each month, between April 1, 2010 and March 31, 2011, &gt;= 20% of initial program funded pap tests will be for women who are rarely or never screened. (PM #2)</p>			

<p>2) We are planning a major screening event for October, modeling the successful event in Onondaga County and bring together various Partners/Providers to do breast and cervical screenings, and then distribute FIT kits. Work with local women's groups to have them help get the word out. We will work with the American Cancer Society and the participating providers to get the word out in the community about the event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>Oct-10</p>
<p>3) Plan to attend local nurse practitioner meetings to explain the program and ask their help in referring uninsured women to the CSP who have never had a Pap/pelvic exam, or who seldomly go because they are uninsured.</p>	<p>Public Education</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>Dec-10</p>
<p>4) Plan approximately 6 events in rural areas with Bassett Healthcare's Mobile Coach to provide Pap/pelvic exams, in addition to breast services, for women who are rarely or never screened for cervical cancer due to lack of insurance. We will plan 2 in each county, focussing on the most rural areas. For any of these events that are on the border of our Partnership and others, we will collaborate with the bordering Partnerships to reach more uninsured women.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>4/2010-3/2011</p>



<p>5) Continue with our yearly rural Health event in Steuben and utilize the Bassett Coach for Pap services for women who do not go for regular cervical cancer screening.</p> <p>6) Organize 3 additional rural health fairs, working off the success of the annual Steuben health fair, to reach women in the rural areas who may rarely get screened for cervical cancer. Will provide information, enrollment and referral to women regarding cervical health, and whenever possible, will utilize the Bassett Mobile Coach to attend and provide a place for women to get Pap tests on site (as long as a Bassett provider is available to do the Pap/pelvic exams).</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>Mar-11</p>
<p>7) Plan 2 enrollment events a month in visible local establishments, focusing on places that women in the 50-64 year old age range may frequent, such as pharmacies.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach staff</p>	<p>March 31 2011</p>
<p>8) Continue to attend community health events to recruit eligible women and encourage cervical cancer screening for women who are rarely screened.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>4/2010-3/2011</p>
<p>9) Promote awareness of the importance of cervical cancer screenings through public service announcements and local media outlets.</p>	<p>Promotion</p>	<p>Program/Outreach Coordinator, Public Health Coordinator</p>	<p>4/2010-3/2011</p>

<p>Objective 3: Each month, between April 1, 2010 and March 31, 2011, &gt;= 20% of clients age 50 and older who were screened in the program during the most recent 12 months will be men. (PM #4)</p>	<p>10) Monthly performance measures will be monitored for accuracy.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Case/Data Manager</p>	<p>4/2010-3/2011</p>
<p>1) Plan 2 enrollment events a month in places where men age 50 plus frequent (ie: Sporting goods store, home improvement store) to enroll eligible men into the program.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>Mar-11</p>	
<p>2) Continue to work with Kinney's Drugs to offer FIT kits to men over 50 during colorectal awareness month (March).</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Kinney's Staff, Outreach Staff</p>	<p>Mar-11</p>	
<p>3) Contact local mens clubs to see if we can offer information to their members. We will work with the mens clubs to offer a screening day where we can distribute FIT kits to eligible men.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>4/2010-3/2011</p>	
<p>4) In June, during Men's Health Week, we will offer some type of event/reminder that men should be aware of their health and get the appropriate screenings taken care of. We will offer a screening event in each county to distribute FIT kits to uninsured men ages 50-64.</p>	<p>Public Education</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>Jun-10</p>	
<p>5) Organize 4 rural health events, 2 in Oneida county (Boonville &amp; Steuben), 1 in Madison County (Leonardsville) and 1 in Herkimer County (Newport) where uninsured men will be able to receive information about important men's health screenings, be offered enrollment into the CSP and FIT kits if eligible.</p>	<p>Public Education</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>Mar-11</p>	

<p>5) Develop a promotional flier or mailer that is geared specifically towards men and their health needs, and offer the FIT kits to uninsured men 50 and older.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>May-10</p>
<p>6) Continue to attend community health events to offer FIT kits to eligible men.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>4/2010-3/2011</p>
<p>7) Promote awareness of the importance of colorectal cancer screenings through public service announcements and local media outlets.</p>	<p>Promotion</p>	<p>Program/Outreach Coordinator, Public Health Coordinator</p>	<p>4/2010-3/2011</p>
<p>8) Whenever possible, we will collaborate with neighboring Partnerships in an effort to reach more uninsured men for both colorectal and prostate screenings.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff</p>	<p>4/2010-3/2011</p>
<p>9) When screening women for the program, we will offer FIT kits to the men in their life who are 50+, and enroll those men in the program.</p>	<p>Active Recruitment</p>	<p>Program Staff</p>	<p>4/2010-3/2011</p>
<p>10) Monthly performance measures will be monitored for accuracy.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Case/Data Manager</p>	<p>4/2010-3/2011</p>

Objective 4: Each month, between April 1, 2010 and March 31, 2011, >= 50% of women age 50 and older will receive comprehensive cancer screening (breast, cervical and colorectal cancer screenings). (PM #7)

<p>2) Continue to work with Kinney's Drugs to promote the cancer screenings to women age 50 and older by having them offer information in their stores about the CSP.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Kinney's Staff, Outreach Staff</p>	<p>4/2010-3/2011</p>
<p>3) We are planning a major screening event for October, modeling the successful event in Onondaga County and bring together various Partners/Providers to do breast and cervical screenings, and then distribute FIT kits. Work with local women's groups to have them help get the word out. We will work with the American Cancer Society and the participating providers to get the word out in the community about the event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>Oct-10</p>
<p>4) Continue to attend community health events to recruit eligible women and encourage comprehensive screenings to women 50 and older.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>4/2010-3/2011</p>
<p>5) Continue to offer our yearly rural health fair in Steuben, utilizing the Bassett Mobile Mammo coach for breast screenings and pap/pelvic exams for eligible women, in addition to distributing FIT kits to eligible women. We will collaborate with the Wellness Connection of Lewis and Jefferson Counties to reach more uninsured women at this event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>Mar-11</p>

<p>6) Organize 3 additional rural health fairs, working off the success of the annual Steuben health fair, to reach CSP-eligible women in the rural areas who may need comprehensive cancer screening as provided through the CSP. Will provide information, enrollment and referral to women regarding breast, cervical and colorectal health, and whenever possible, will utilize the Bassett Mobile Coach to attend and provide a place for women to get breast and cervical screenings on site (as long as a Bassett provider is available to do the Pap/pelvic exams). Will distribute FIT kits to eligible women to complete the comprehensive screening.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>Mar-11</p>
<p>7) Will offer a special \$15 incentive to women over 50 that get screened comprehensively through the CSP. They will receive this gift once they have completed all 3 screenings.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach staff</p>	<p>Mar-11</p>
<p>8) Plan approximately 6 events in rural areas with Bassett Healthcare's Mobile Coach to provide comprehensive cancer screenings by offering mammograms and Pap/pelvic exams on the Coach and distributing FIT kits to women 50+. We will plan 2 events in each county, focussing on the most rural areas. For any of these events that are on the border of our Partnership and others, we will collaborate with the bordering Partnerships to reach more uninsured women.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach Staff, Other Partnership staff, Various Partners to provide screenings/info to the community</p>	<p>4/2010-3/2011</p>

<p>9) Promote awareness of the importance of cancer screenings through public service announcements and local media outlets.</p> <p>10) Monthly performance measures will be monitored for accuracy.</p>	<p>Promotion</p> <p>Inreach</p>	<p>Program/Outreach Coordinator, Public Health Coordinator</p> <p>Program/Outreach Coordinator, Case/Data Manager</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 5: By March 31, 2011, implement a reciprocal referral system whereby ___10_# referrals will be made between the CSP partnership and Medicaid, Family Health Plus or other public health insurance programs.</p> <p>1) Connect with Medicaid in all three counties to renew our relationship with each liason for Medicaid and work with them to educate the DSS staff on the CSP.</p> <p>2) Educate the individuals in Medicaid on what the CSP does and any changes that may have occurred with the program.</p> <p>3) Develop a reciprocal referral form to be used by Medicaid, FidelisCare, Excellence and the facilitated enrollers, that can be completed and faxed to the CSP when they identify a person in need of our services. We will utilize the same form to refer clients to them.</p> <p>4) Continue to attend Facilitated Enroller meetings sponsored by the Dept. of Social Services to network and educate them on the services that the CSP provides. Develop and introduce to them a reciprocal referral form to be used when they see clients that do not qualify for public health insurances.</p>	<p>Inreach</p> <p>Public Education</p> <p>Public Education</p>	<p>Program/Outreach Coordinator, Case/Data Manager</p> <p>Program/Outreach Coordinator, Data/Case Manager, Outreach Workers, County Public Health Educators</p> <p>Program/Outreach Coordinator, Data/Case Managers, Outreach Staff</p>	<p>4/2010-3/2011</p> <p>Oct-10</p> <p>Nov-10</p>
	<p>Public Education</p>	<p>Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p>

<p>Objective 6: By March 31, 2011, schedule 12 outreach and education subcommittee meetings.</p>	<p>1) Program/Outreach Coordinator will set up the schedule for the monthly education subcommittee meeting.</p> <p>2) Program/Outreach Coordinator will prepare agenda with input from members one week prior to the meeting.</p> <p>3) Maintain relationship with current and active members.</p>	<p>Inreach</p> <p>Inreach</p> <p>Inreach</p>	<p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator, Oneida County Outreach person, Herkimer County Outreach person, Madison County Outreach person, Betty Breckenridge (contracted outreach person for Madison County)</p> <p>Program/Outreach Coordinator, Data/Case Manager, Outreach staff, Outreach Committee Members, Outreach people for each County</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>4) Report on outreach currently being done and evaluate the effectiveness of these efforts.</p> <p>5) Take information about current outreach from outreach people and utilize this information during the meeting to brainstorm other outreach events for the year, and then put those plans into action.</p>	<p>Inreach</p> <p>Inreach</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach staff, Outreach Committee Members, Outreach people for each County</p>	<p>4/2010-3/2011</p>	

146

<p>6) Continuously work on a list of potential members from the community that may be valuable additions to this committee. Potential members include employees of social service programs, YWCA, local businesses with Komen affiliations such as Lowe's, local media.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Data/Case Manager, Outreach staff, Outreach Committee Members</p> <p>4/2010-3/2011</p>
<p>7) Send meeting minutes to members two weeks after each meeting, including agreed upon task allocations.</p>	<p>Inreach</p>	<p>Program Coordinator, Clerical Staff</p> <p>4/2010-3/2011</p>



Partnership Name:      CSP of Oneida, Herkimer and Madison Counties     

**Goal 3: Screening & Diagnostic Activities**

Establish systems and procedures for the provision of breast, cervical, and colorectal cancer screening and diagnostic services to eligible populations, according to CSP guidelines.

Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
<p>Objective 1: Reassess partnerships comprehensive provider network to adequately meet the needs of the partnership for breast, cervical, and colorectal cancer screening, diagnostic services, and treatment referrals, including prostate cancer treatment referrals. Recruit new providers as necessary.</p>	<p>1) Continue to identify potential providers in all three counties. Meet with prospective providers to educate them about the CSP and the services for which we reimburse.</p> <p>2) Recruit at least one new gastroenterologist.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach Staff</p>	<p>4/2010-3/2011</p>
<p>3) We will recognize 3-4 provider offices this year for their outstanding commitment to the CSP, by visiting those offices and bringing a light breakfast or lunch to show our appreciation for their support.</p> <p>4) Two to three times a year, we will meet with each provider office to go over any changes and orient new staff to the program. During these visits, we will bring some type of treat to show our appreciation for the referrals that they send us.</p>	<p>3) We will recognize 3-4 provider offices this year for their outstanding commitment to the CSP, by visiting those offices and bringing a light breakfast or lunch to show our appreciation for their support.</p> <p>4) Two to three times a year, we will meet with each provider office to go over any changes and orient new staff to the program. During these visits, we will bring some type of treat to show our appreciation for the referrals that they send us.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach Staff</p>	<p>Oct-10</p>
<p>5) If we have not done so already, we will distribute provider packets to participating providers, which gives a quick reference to the program.</p>	<p>5) If we have not done so already, we will distribute provider packets to participating providers, which gives a quick reference to the program.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Outreach Staff</p>	<p>Oct-10</p>

	<p>6) Provider information will be updated yearly by sending out provider update forms and verifying any changes when updating the credentialing workbook. Site code update forms will be used as needed.</p>	<p>Program/Outreach Coordinator, Case/Data Manager</p> <p>4/2010-3/2011</p>
<p>Objective 2: Reassess and expand systems to communicate with providers regarding program standards, changes and activities.</p>	<p>1) Continue to put out a newsletter to keep providers up to date with any changes in the program, and share information about activities we are planning or are involved in.</p> <p>2) Visit provider offices at least twice a year to update new staff and refresh everyone's memory about the CSP and how we work.</p> <p>3) Continue to hold Partnership meetings quarterly and discuss any changes, issues or needs during these meetings.</p> <p>4) Each office will be asked the best method to share information about the CSP, whether it be via phone, fax, mail, email or face-to-face. For each office, that method will be implemented as the best way to communicate.</p>	<p>Program/Outreach Coordinator, Case/Data Manager</p> <p>4/2010-3/2011</p>
<p>Objective 3: Establish and maintain annual written provider agreements (that include Appendix A-3 in its entirety) between the partnership and clinical</p>	<p>1) Prepare the provider agreement, with all necessary appendices, and send out the the provider's office 3 months prior to the date it is due to expire.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff, Administrative Assistant</p> <p>4/2010-3/2011</p>

<p>service providers.</p>	<p>2) Our provider agreements are done every three years, but will be reviewed by the Program Coordinator once a year to see if there are any changes that require amendments. If so, those amendments will be sent out immediately.</p> <p>3) For all new providers, the provider agreement will be sent as soon as they agree to come on board and they will be reminded that no services can be reimbursed for until the agreement is fully executed.</p> <p>4) A spreadsheet of providers will be maintained to track the progress of the agreements/amendments.</p> <p>5) An up-to-date listing of all provider offices and the pertinent contact information will be kept, listing the office manager and billing manager.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>Dec-10</p>
		<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
		<p>Clerical Staff, Administrative Assistant</p>	<p>4/2010-3/2011</p>
		<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
		<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
<p>Objective 4: Complete required provider credentialing activities by deadlines and as necessary, to include submission of: CSP credentialing workbook, new provider site code request forms, and site code change of information forms.</p>	<p>1) When a new provider comes on board, the site code paperwork will be completed while the provider agreement is going through processing.</p> <p>2) As requested, the Credentialing Workbook will be updated and completed to reflect any changes with the provider offices.</p> <p>3) Provider update forms will be sent out yearly to request information about any changes that may have occurred with the staff and the contact information.</p> <p>4) Site code changes will be sent to the data unit within 5 days of knowledge of the change.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
		<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
		<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>Dec-10</p>
		<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>

<p>Objective 5: Ensure there is a system to obtain CSP required signed client consent forms prior to service provision.</p>	<p>1) A consent form is sent to a client every time a new SIF is completed, along with a self-addressed, stamped envelope for the client to return to our office. Documentation that this was mailed will be maintained in the client's chart.</p> <p>2) The client completes the consent form which includes filling in the date, time and place of their scheduled appointments for which the CSP will be reimbursing.</p> <p>3) If consent forms are not returned within 2 weeks from that date sent out, the client is called and asked to return the form. If once again the form is not returned within one more week, a certified letter goes out to the client telling them they have a week to return the consent or the CSP will not be able to pay for their appointment (s).</p> <p>4) In cases where the screening is done in person, the CSP staff member will have the client complete the consent form at the time of the screening.</p> <p>5) Patient confidentiality will be maintained in all cases, including information obtained via fax and email, discarded information and the general sharing of information.</p>		<p>Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
			<p>Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
			<p>Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
			<p>Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
			<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
<p>Objective 6: Reassess,</p>				

<p>maintain or revise a system or systems to obtain required CSP client information from each provider to complete and submit screening intake and follow-up forms in a timely manner as per PM #'s 14 &amp; 15.</p>	<p>1) All providers will be visited at least 2 times a year. During these visits, we will remind them of the need for their reports to be submitted to the CSP as soon as they are completed, but no later than 60 days from the date of service. Abnormal reports need to be reported within 72 hours of the completion of the diagnostic testing. Providers will be reminded that this is necessary for timely follow-up, and necessary for reimbursement to be made by the CSP.</p> <p>2) The submission of reports will be tracked by the Case Manager and the Data Manager on a spread sheet. They will contact the providers that do not have reports in on time as outlined in Activity 1.</p> <p>3) If problems with obtaining reports persist, Program/Outreach Coordinator will work with Office Manager of the particular site having a problem submitting reports on time and identify a method of reporting the information in the time frame necessary that works for the office staff.</p> <p>4) Case Manager and Data Manager will enter forms into Indus as they get them and submit them once the appropriate reports have been received upon completion of services.</p> <p>5) Monitor monthly performance measures for accuracy.</p>	<p>Program/Outreach Coordinator, Data/Case Manager</p> <p>4/2010-3/2011</p>
<p>Objective 7: Reassess, maintain or revise a process for obtaining standing medical orders for fecal test kit distribution, development,</p>	<p>1) Dr. Susan Blatt will provide a standing medical order to distribute fecal immunochemical tests to CSP patients.</p>	<p>Data Manager, Case Manager</p> <p>4/2010-3/2011</p>
		<p>Program/Outreach Coordinator, Data/Case Manager</p> <p>4/2010-3/2011</p>
		<p>Data Manager, Case Manager</p> <p>4/2010-3/2011</p>
		<p>Program/Outreach Coordinator, Data/Case Manager</p> <p>4/2010-3/2011</p>
	<p>Director of Community Wellness, Dr. Susan Blatt</p>	<p>Apr-10</p>

152

<p>and follow-up prior to service provision.</p>	<p>2) If follow up is required for a client that uses a FIT kit, Dr. Blatt and the Director of Community Wellness will review the FIT kit results and discuss with CSP the next step for follow-up.</p> <p>3) CSP staff will keep Dr. Blatt and the Director of Community Wellness informed about the clients that need follow-up and how they are doing.</p>	<p>Director of Community Wellness, Dr. Susan Blatt</p> <p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 8: Reassess, maintain or revise a method for purchase and distribution of fecal test kits for CRC screening prior to service provision.</p>	<p>1) Continue to contract with Quest Laboratories for the FIT Kit tests, for distribution and development of the kits.</p> <p>2) As individuals are screened and found eligible for FIT kits, the Case Manager will distribute the FIT kits, explain how they are to be used and instruct them to send the kit to Quest Labs with the provided envelope.</p> <p>3) Quest Labs will develop the FIT kits and fax the results to our office within 5 days.</p> <p>4) Case Manager will contact the patient by mail with the results and follow up with a phone call to arrange further care if necessary. All conversations with client will be documented in the client's chart.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p> <p>Case Manager</p> <p>Quest Labs</p> <p>Case Manager</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>

<p>Objective 9: Each month, between April 1, 2010 and March 31, 2011, &gt;= 60% of eligible clients will be rescreened for breast and colorectal cancer. (PM #'s 3 &amp; 5)</p>	<p>1) Clerical staff will send recall letters each month to eligible clients who are due for services.</p> <p>2) Client will be sent a recall letter one month prior to their rescreening date. Follow-up letters will be sent and/or phone calls will be made if there is no response from client.</p> <p>3) If a client is no longer eligible for CSP services, the client will be discharged from the program and any appropriate referrals will be made. Client will be informed that if their situation changes in the future, they should call and be re-screened for CSP services.</p> <p>4) Any clients that are determined ineligible for CSP services, or that do not respond to recall letters will be dispositioned out of INDUS system.</p> <p>5) Monthly performance measures will be monitored for accuracy.</p>	<p>Clerical Staff 4/2010-3/2011</p> <p>Clerical Staff 4/2010-3/2011</p> <p>Case Manager 4/2010-3/2011</p> <p>Case Manager, Data Manager 1/2010-3/2011</p> <p>Program/Outreach Coordinator, Data/Case Manager 4/2010-3/2011</p>
<p>Objective 10: Reassess, maintain or revise procedures so that each month, between April 1, 2010 and March 31, 2011, &gt;= 75% of abnormal</p>	<p>1) If so indicated, the Case Manager will contact the provider to discuss positive results. All contacts with provider will be documented in the client's chart.</p>	<p>Case Manager 4/2010-3/2011</p>

cervical screens, 75% of abnormal breast screens, and 75% of abnormal fecal tests will be followed up and a final diagnosis determined within 60 days of the original abnormal finding. (PM #'s 10, 11, & 12)

<p>2) The Case Manager will contact the client by phone to discuss results of abnormal testing, and does so within 72 hours of receiving said reports. At this time, a barrier assessment will be done and referrals for follow up will be made. All contacts will be documented in client's chart.</p>	<p>Case Manager</p> <p>4/2010-3/2011</p>
<p>3) Case Manager will make every effort to make referrals for follow-up within 72 hours of receipt of report. All attempts will be documented in the client's chart.</p>	<p>Case Manager</p> <p>4/2010-3/2011</p>
<p>4) Case Manager will develop a plan of care with each patient requiring follow-up, and will document in the client's chart all goals that are agreed upon between the client and the Case Manager. If the client has barriers to care, the Case Manager will address these and document the plan for overcoming these barriers in the client's chart.</p>	<p>Case Manager</p> <p>4/2010-3/2011</p>
<p>5) Should a diagnosis of cancer occur, the Case Manager (or another DQE if necessary) will complete an application for the Medicaid Cancer Treatment Program (MCTP) with the client to determine eligibility. Documentation will be done in client's chart.</p>	<p>Case Manager, DQE</p> <p>4/2010-3/2011</p>
<p>6) If the client is not eligible for the MCTP, the Case Manager will work with the client to find other services to assist the client with treatment options. All contacts will be documented in the client's chart.</p>	<p>Case Manager</p> <p>4/2010-3/2011</p>

155



<p>7) If client is found eligible for MCTP and enrolled in the program, the Case Manager will follow the client's treatment, contacting the client periodically. Recertification will be done yearly by DQE until client is no longer eligible. If found ineligible, Case Manager will make appropriate referrals and document in the client's chart.</p>	<p>Case Manager, DQE</p>	<p>4/2010-3/2011</p>
<p>8) Case Manager will maintain a tracking system to follow client appointments, and document all contacts in client's chart.</p>	<p>Case Manager</p>	<p>4/2010-3/2011</p>
<p>9) Monitor monthly performance measures for accuracy.</p>	<p>Program/Outreach Coordinator, Data/Case Manager</p>	<p>4/2010-3/2011</p>
<p>Objective 11: By May 1, 2010 reassess and expand resources for the partnership referral plan for clients who are no longer eligible for CSP services.</p>	<p>Program/Outreach Coordinator, Data/Case Manager</p>	<p>4/2010-3/2011</p>
<p>1) The CSP resource directory will be maintained and updated on a yearly basis.</p>	<p>Program/Outreach Coordinator, Data/Case Manager</p>	<p>4/2010-3/2011</p>
<p>2) The Oneida County Health Department holds a Komen grant for patient services and other services such as head coverings, child care and transportation. This grant will be utilized to pay for breast screenings for 18 - 39 year old women not eligible for CSP services, and for services not covered under the CSP grant.</p>	<p>Program/Outreach Coordinator, Data/Case Manager</p>	<p>4/2010-3/2011</p>
<p>3) We will be applying for an Avon Foundation grant to also supplement breast care services not covered by the CSP grant.</p>	<p>Program/Outreach Coordinator, Data/Case Manager</p>	<p>Aug-10</p>
<p>4) When needed, clients are referred the the American Cancer Society to use their services for referral and advocacy when we can not help them through the CSP.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>

<p>5) Charity care programs in the three counties we cover, such as the one through Tri County Medical and St. Elizabeths Mother Bernadine will be utilized to help patients that cannot be helped through the CSP.</p> <p>6) If eligible, individuals will be referred to the Family Planning Benefit Program through Planned Parenthood.</p> <p>7) Oneida County will soon be getting a Federally Qualified Health Center (FQHC) in the Utica area. The company that is setting up the FQHC is based in Rochester and we have already met with them about contracting with the CSP. They will be a primary place of referral for CSP, as well as for individuals that we cannot service through the CSP.</p>	<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
	<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>4/2010-3/2011</p>
	<p>Program/Outreach Coordinator, Case/Data Manager, Clerical Staff</p>	<p>Mar-11</p>

Partnership Name:     CSP of Oneida, Herkimer & Madison Counties    

Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
<p><b>Goal 4: Case Management</b> Ensure that all men and women with abnormal screening results are assessed for their need for case management services and are provided with such services accordingly</p> <p>Objective 1: Reassess, maintain or revise a method of communication with each provider whereby abnormal findings are received by the partnership within 3 business days of the results being obtained.</p>	<p>1) When abnormal results are obtained on a CSP patient, CSP staff first contact the provider's office to see if they have made the patient aware of the results, and to see what the recommendations are for the patient.</p> <p>2) In cases where abnormal findings are not being shared with CSP within 3 business days of the results being obtained by the provider, the Program/Outreach Coordinator will work with the office manager to come up with a policy that the office can abide by, in order to get the abnormal results to us as required.</p> <p>3) A copy of the policy will be kept with the provider's contract and reviewed yearly by the Program/Outreach Coordinator and office manager to make sure it still works for the office. Revisions will be made as needed.</p>	<p>Data/Case Manager</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p> <p>Jun-10</p> <p>4/2010-3/2011</p>
<p>Objective 2: Reassess, maintain or revise a</p>			

case management process with each participating CSP provider to ensure all clients with abnormal findings on breast, cervical and/or colorectal cancer screening tests receive case management services.

<p>1) Case Manager, Data Manager and Program Coordinator/Outreach Coordinator will meet with providers to make them aware of case management services available to clients being seen through the CSP. They will attend provider staff meetings as necessary to explain the importance of receiving abnormal findings within 72 hours so that case management services and follow up can be implemented in a timely manner.</p>	<p>Program/Outreach Coordinator, Case Manager, Data Manager</p>	<p>4/2010-3/2011</p>
<p>2) Case Manager will contact client to offer case management services in the event of abnormal findings and explain what case management entails. All contact will be documented in the client's chart.</p>	<p>Case Manager</p>	<p>4/2010-3/2011</p>
<p>3) With the client's assistance, the Case Manager will assess any potential barriers that may keep the client from attending medical appointments, and then work with the client to come up with a plan of care in order to reduce those barriers and make access to appointments possible. All contact with the client will be documented in the client's chart.</p>	<p>Case Manager</p>	<p>4/2010-3/2011</p>
<p>4) The CSP Resource Guide will be utilized to find services that will reduce barriers to treatment. Consent for case management services, as well as release of medical information, will be obtained from the client. All contacts with client and providers will be documented in the client's chart, as well as the plan of care for the client. This plan will be reviewed periodically between the client and the Case Manager, and updated as needed.</p>	<p>Program/Outreach Coordinator, Case Manager, Data Manager, Clerical staff, Outreach Staff</p>	<p>4/2010-3/2011</p>

<p>5) When a client decides that case management is not necessary, client will be informed by the Case Manager that the service is always available, and client will be provided with the CSP phone number to call if services are needed again in the future.</p> <p>6) The client will be provided with a satisfaction survey upon completion of services to evaluate the effectiveness of the services provided by CSP and providers. When we receive the completed survey, the information will be reviewed and any problems are noted will be addressed.</p> <p>7) If a client is diagnosed with cancer, case management services will be offered, and the Case Manager (or other DQE) will contact the client to start the application process for the MCTP. The Case Manager will keep periodic contact with the client during treatment to discuss any issues or concerns that may arise. The Case Manager (or other DQE) will recertify the client each year for the MCTP, as long as needed and eligible.</p>	<p>Case Manager</p> <p>4/2010-3/2011</p>	<p>Case Manager/Director of Community Wellness</p> <p>4/2010-3/2011</p>
<p>Objective 3: Between April 1, 2010 and March 31, 2011 reassess and expand a resource and referral system to assist clients to address barriers that prohibit them from obtaining diagnostic and treatment services and/or clinical services not specifically related to breast, cervical or colorectal cancer, as needed.</p>	<p>Case Manager, DQE</p> <p>4/2010-3/2011</p>	<p>Program/Outreach Coordinator, Case Manager, Data Manager, Clerical Worker</p> <p>Mar-11</p> <p>Program/Outreach Coordinator, Clerical Staff</p> <p>Dec-10</p>

<p>Objective 4: 100% of all clients who receive case management services will have a case management client satisfaction survey sent to them within 30 calendar days upon the completion of case management.</p>	<p>1) Once a client has completed services with the CSP, a survey will go out to them within 30 days in the mail with a self addressed stamped envelope for them to return it.</p> <p>2) When returned, the survey will be reviewed to determine if there are any concerns .</p> <p>3) Concerns noted will be addressed if contact information is given for follow up.</p> <p>4) Once concerns are addressed client will be contacted regarding the completion of follow up.</p>	<p>Case Manager, Clerical Staff</p> <p>Case Manager, Clerical Staff</p> <p>Case Manager, Data Manager</p> <p>Case Manager, Data Manager</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 5: Each month, between April 1, 2010 and March 31, 2011, &gt;= 90% of all eligible clients will be enrolled in the MCTP. (PM #13)</p>	<p>1) Each month, at least 90% of eligible clients will be enrolled in MCTP (performance measure 13)</p> <p>2) Once a diagnosis has been determined, client will be contacted to see if they wish to apply for MCTP.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator, other DQE's</p> <p>Case Manager, Data Manager, Outreach Staff</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p>

<p>3) Case Manager (or other DQE) will obtain necessary information to complete application.</p>	<p>Case Manager, Data Manager, DQE's</p>	<p>4/2010-3/2011</p>
<p>4) Completed application and all supporting documents will be sent to NYS DOH.</p>	<p>DQE's, Case Manager, Data Manager, Outreach Staff</p>	<p>4/2010-3/2011</p>
<p>5) Once determination is made client, will be contacted by the Case Manager (or other DQE) to explain enrollment status.</p>	<p>Case Manager, Data Manager, DQE's, Outreach Staff</p>	<p>4/2010-3/2011</p>
<p>6) If client is denied MCTP, client will be referred to other resources in the area for assistance. The Case Manager will keep contact with the patient to determine if other sources are needed.</p>	<p>Case Manager, Outreach Staff, Data Manager</p>	<p>4/2010-3/2011</p>
<p>7) Monthly performance measures will be reviewed for accuracy.</p>	<p>Program/Outreach Coordinator, Case Manager, Data Manager</p>	<p>4/2010-3/2011</p>

**Partnership Name: \_CSP of Oneida, Herkimer and Madison Counties\_**

**Goal 5: Program Management**

Provide leadership, coordinate and administer the program to implement all required activities and meet contractual agreements in a timely manner, ensuring that barriers to implementation of the required activities are addressed to reduce potential effects on program performance.

Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
<p>Objective 1: By 5/1/10, Reassess, maintain or revise or maintain systems to monitor the number of clinical services the partnership can provide within the available budget.</p>	<p>1) A spreadsheet will be developed and maintained weekly to track the screening and diagnostic services being reimbursed through the grant patient services fund.</p> <p>2) The spreadsheet will be updated weekly to reflect the screenings that were reimbursed that week.</p> <p>3) The Monthly Budget Assessment will be consulted several times a month to see if we are on track with expenditures for the month.</p> <p>4) The Monthly Budget Assessment will be completed monthly and submitted to Regional Manager by the 15th of the month.</p> <p>5) Patient services funds will be closely monitored to ensure funds don't run out before March 31, 2010. If it is estimated by the budget tool that funds are getting too low and will run out, a monthly allotment will be determined based on the budget tool's estimate. Patients will be prioritized.</p>	<p>Case Manager, Data Manager</p> <p>Case Manager, Data Manager</p> <p>Case Manager, Data Manager, Program/Outreach Coordinator</p> <p>Data Manager</p> <p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>May-10</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>



<p>Objective 2: &gt;= 85% of Screening Intake Forms and Follow-up Forms are submitted on time each month between April 1, 2010 and March 31, 2011. (PM#'s 14 &amp; 15)</p>	<p>1) Screening Intake Forms and Follow-up Forms are entered into Indus as services are completed. Review of charts will be done on a monthly basis to determine status of screenings. Case Manager will contact provider to determine whether or not the client kept the appointment or if it was re-scheduled and we were not notified.</p> <p>2) If Case Manager contacts provider and it is determined that screening was completed and the reports were never sent, case manager will request those reports and remind provider of the reasons for timely submission of reports (timely follow-up and timely reimbursement).</p> <p>3) If Forms submitted late, reason will be determined and addressed by the Program Coordinator, if needed.</p> <p>3) Monthly Performance measures will be reviewed.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p> <p>Case Manager, Data Manager</p> <p>Case Manager, Data Manager, Program/Outreach Coordinator</p> <p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 3: Semi-annual reports</p>			

<p>are submitted accurately and on time (by CSP deadline), using standard report format provided by the CSP. (PM #16)</p>	<p>1) Program/Outreach Coordinator will complete semi-annual reports with the help of program staff.</p> <p>2) Reports will be submitted on standard format by the due date to the Regional Manager.</p> <p>3) Monthly performance measures will be reviewed for accuracy</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p> <p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>Oct-10</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 4: Work plan and budget are submitted accurately and on time (by CSP deadline), using standard format provided by the CSP. (PM #17)</p>	<p>1) The Program/Outreach Coordinator will complete the workplan and budget with help from the program staff, Fiscal Manager and the Director of Community Wellness.</p> <p>2) Both reports will be submitted on standard format provided by the due date to the Regional Manager.</p> <p>3) Monthly performance measures will be reviewed for accuracy</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator, Director of Community Wellness, Fiscal Services Administrator</p> <p>Program/Outreach Coordinator</p> <p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>When requested</p> <p>When requested</p> <p>4/2010-3/2011</p>

<p>Objective 5: &gt;=75% of monthly vouchers are submitted accurately and on time (by end of each month) between April 1, 2010 and March 31, 2011. (PM #18)</p>	<p>1) Monthly infrastructure and patient services expenses will be collected and entered onto voucher summary worksheet.  2) Monthly report of expenditures will be produced and State voucher will be prepared, reflecting the amount to be reimbursed.  3) OCHD Fiscal Manager signs State voucher  4) Voucher and Report of expenditures will be forwarded to the Cancer Services Program's Regional Manager.  5) Monthly performance measures will be revised for accuracy.</p>		<p>Data Manager  Data Manager, Fiscal Services Manager  Data Manager, Fiscal Services Manager  Data Manager, Fiscal Services Manager  Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/2010-3/2011  4/2010-3/2011  4/2010-3/2011  4/2010-3/2011  4/2010-3/2011</p>
<p>Objective 6: &gt;= 95% of grant funds are expended by March 31, 2011. (PM #19)</p>	<p>1) Eligible clients will continue to be screened for reimbursable services.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p>	

<p>2) Patient service funds will be tracked on a spreadsheet to ensure funds are being spent appropriately over a 12 month period.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p>
<p>3) Monthly Budget Assessment will be consulted several times a month to see if we are on track with expenditures for the month.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p>
<p>4) Monthly Budget Assessment will be completed monthly and submitted to the Regional Manager by the 15th of the month.</p>	<p>Data Manager</p>	
<p>5) Partnership will be promoted within the community through advertisement, education and screening events to recruit eligible clients.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p>
<p>6) Infrastructure money will be monitored quarterly to ensure that expenditures mirror workplan activities, and revise infrastructure budget as needed.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator, Fiscal Services Manager, Director of Community Wellness</p>	<p>4/2010-3/2011</p>
<p>7) Monthly performance measures will be reviewed for accuracy.</p>	<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p>
<p>Objective 7: CSP of ___O H M___ is</p>		

<p>fully and appropriately staffed between April 1, 2010 and March 31, 2011, as indicated in the approved budget and justification for this program year.</p>	<p>1) As needed, qualified candidate will be interviewed for positions as identified in Operations Manual.</p> <p>2) Ensure Partnership Staff attend CSP training, regional meetings, and state wide contractor meetings.</p> <p>3) Partnership staff will be qualified to carry out specified duties as outlined per CSP operations manual.</p> <p>4) Update contact information for all staff as requested by the Cancer Services Program.</p>	<p>Program/Outreach Coordinator, Director of Community Wellness</p> <p>Program/Outreach Coordinator, Director of Community Wellness</p> <p>Program/Outreach Coordinator, Director of Community Wellness</p> <p>Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 8: Between April 1, 2010 and March 31, 2011 conduct at least 5 educational visits to inform community members and decision makers about the impact of cancer, how the local CSP partnership program addresses the problem, and the unmet need in the community.</p>	<p>1) At least once a year, visits will be made to all NYS Assemblymen and Senators that represent our 3 counties to educate them on the need for the CSP, and show them how the program helps the constituents they serve.</p> <p>2) We will work with Town Supervisors and Mayors to educate them on the CSP and find ways to bring our services to their towns and villages. We will offer them opportunities to set up screening events in their towns, and in some cases, utilize the Bassett Mobile Mammography Coach.</p> <p>3) We will continue to work with the local Rotary groups and Chambers of Commerce, to educate them about CSP and see how they can help within their communities in getting the word out about the CSP.</p>	<p>Program/Coordinator, Outreach Staff, ACS Director, Case/Data Manager</p> <p>Program/Coordinator, Outreach Staff, Case/Data Manager</p> <p>Program/Coordinator, Outreach Staff, Case/Data Manager</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>

	<p>4) We will introduce school nurses to the CSP and ask that they offer this information to eligible families in their districts.</p> <p>5) Visits will be made to at least two social service agencies in each county, such as Catholic Charities, to inform the staff about the Cancer Services Program, the service we provide to the community and the unmet need in their community.</p>	<p>Program/Coordinator, Outreach Staff, Case/Data Manager</p> <p>Program/Coordinator, Outreach Staff, Case/Data Manager</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 9: Plan and implement 5___# media/promotional activities (letters to the editor, newspaper articles, etc) publicizing CSP partnership screening events, client testimonials and other CSP activities to increase public support of the CSP.</p>	<p>1) As events are planned, promotion of those events will be scheduled on WIBX's First Look radio program in the morning, as well as spots on WKTV's five o'clock news broadcast.</p> <p>2) Letters to the editor will be done periodically by community members on program participants, highlighting the need for the Cancer Services Program.</p> <p>3) Contact local newspapers to see if they would be willing to do articles about CSP to promote the Cancer Services Program as well as events.</p>	<p>Program/Coordinator, Outreach Staff, Case/Data Manager</p> <p>Program/Coordinator, Outreach Staff, Case/Data Manager, Partnership members</p> <p>Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p> <p>4/2010-3/2011</p>

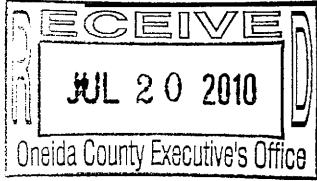
	<p>4) Clients are asked during the course of their involvement with CSP if they would give testimonials regarding the service they were provided through CSP to be used for promotion of the program. Some of these clients will also be asked if they would be willing to attend meetings with decision makers to illustrate the importance of the CSP. If willing, client testimonials will be used in advertisement, brochures, and other promotion of CSP.</p>	<p>Program/Coordinator, Outreach Staff, Case/Data Manager</p>	<p>4/2010-3/2011</p>
<p>Objective 10: All CSP clients will be assessed for smoking status and referred to the NYS Smoker's Quitline as appropriate.</p>	<p>Activity 1 – At initial intake clients will be asked if they are users of tobacco products. Clients who are tobacco users will be referred to the NYS smoker's Quitline.</p> <p>Activity 2- A Tobacco Program Cessation Center Representative will be invited to attend a Partnership meeting. The Cessation Representative will discuss goals and activities of the NYS Tobacco Program, the referral process for individual clients to the NY Smoker's Quitline and the availability of the Cessation Center Representative to train partnership providers on the Fax-to-quit physician referral forms.</p>	<p>Program Staff</p> <p>Program/Outreach Coordinator</p>	<p>4/2010-3/2011</p> <p>4/2010-3/2011</p>
<p>Objective 11: All CSP partnerships will implement systems to ensure an effective prior approval process for colonoscopy for clients who are</p>	<p>1) All CSP providers will be reminded on an ongoing basis of the policies and procedures pertaining to CSP requirements to obtain prior approval for screening or diagnostic colonoscopy.</p>	<p>Program Staff</p>	<p>4/2010-3/2011</p>

increased risk, high risk or symptomatic for colorectal cancer, that comply with CSP guidelines effective 3/1/10.

<p>2) Clients who meet the CSP eligibility criteria as increased or high risk and who provide documentation of such risk will be eligible for a consult with a participating GI provider and a screening colonoscopy.</p>	<p>Program Staff</p>	<p>4/2010-3/2011</p>
<p>3) Clients who identify themselves on intake as increased or high risk but who are unable to obtain documentation from a prior medical visit will be referred for a primary care or breast and cervical cancer screening office visit to have CRC risk assessed and documented in a medical record.</p>	<p>Program Staff</p>	<p>4/2010-3/2011</p>
<p>4) Individuals age 50-64 who meet the program eligibility criteria for symptomatic for colon cancer upon intake will be referred to a participating GI provider for a consultation to determine whether a diagnostic colonoscopy is necessary to rule out colon cancer and to obtain documentation of this need.</p>	<p>Program Staff</p>	<p>4/2010-3/2011</p>
<p>5) In all cases, a copy of the documentation will be provided to the partnership and staff will then complete a CSP Colonoscopy Prior Approval Form. A copy of the prior approval request form will be kept in the client record along with the documentation provided and the client will be scheduled for a colonoscopy.</p>	<p>Program Staff</p>	<p>4/2010-3/2011</p>
<p>6) Clients who do not meet the program eligibility criteria for increased, high risk or symptomatic for colorectal cancer will be given a FIT kit when symptoms, if any, have subsided.</p>	<p>Program Staff</p>	<p>4/2010-3/2011</p>



# Griffiss International Airport



Oneida County Department of Aviation  
592 Hangar Road, Suite 200  
Rome, NY 13441  
Telephone: 315-736-4171 / Fax: 315-736-0568

ANTHONY J. PICENTE, JR.  
County Executive

W. VERNON GRAY, III  
Commissioner of Aviation

July 15, 2010

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

Reviewed and Approved for submission to the  
Oneida County Board of Legislators by  
*Anthony J. Picente, Jr.*  
Anthony J. Picente, Jr.  
County Executive  
Date: 7/20/10

FN 20 10  
AIRPORT

ONEIDA COUNTY  
LEGISLATURE  
2010 JUL 20 7 AM 44

## WAYS & MEANS

Dear County Executive:

A thorough review of the Aircraft Rescue and Firefighting (ARFF) capabilities and regulatory compliance of the Department of Aviation has revealed several significant deficiencies. The Department has 18 firefighting protective ensembles, i.e., suits. Four (4) were purchased in 1992, four (4) purchased in 1994, and ten (10) were purchased in 2007. The National Fire Protection Association (NFPA), Standard 1851 – Selection, Care, and Maintenance of Structural Fire Fighting Protective Ensembles, prescribes that the ensemble and ensemble elements must be retired ten (10) years from manufacturing date, and the radiant reflective shell on proximity gear must be replaced at five (5) years. All of our ensembles are the radiant reflective proximity type. Therefore, we must immediately replace eight (8) ensembles plus purchase an additional one (1) for a new employee. In 2012 we will have to replace the ten (10) ensembles purchased in 2007.

I have directed my staff that we will henceforth only purchase the ensembles with a ten (10) year usable life span.

Accordingly, it is necessary to do a transfer of funds to purchase the above mentioned fire fighting suits at a cost of approximately \$24,000. Fortunately, it is estimated that the Department's "Other Expenses" Account will have a small surplus to cover this expense.

I request your and the Board's approval for the following 2010 transfer of funds:

TO:		
AA# A5620.436	Dept. of Aviation – Uniforms and Clothing.....	\$ 24,000.
FROM:		
AA# A5620.495	Dept. of Aviation – Other Expenses.....	\$ 24,000.

Given the immediacy of the need to correct this deficiency, I respectfully request that approval be granted as quickly as possible.

Sincerely,  
*W. Vernon Gray III*  
W. Vernon Gray III  
Commissioner of Aviation

CC: County Attorney  
Comptroller  
Budget

172

Anthony J. Picente Jr.  
County Executive



John P. Talerico  
Commissioner

**ONEIDA COUNTY  
DEPARTMENT OF PERSONNEL**

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501-2986  
Phone: (315) 798-5725 ♦ Fax: (315) 798-6490  
E-Mail: labor@ocgov.net

July 19, 2010

FN 20 10 - 299

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

**INTERNAL AFFAIRS**

**WAYS & MEANS**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 27 AM 9:45

Re: Title VI Policy and Discrimination and Harassment Policy

Dear Tony,

As a recipient of federal and state funds, Oneida County is subject to the requirements and provisions of the Title VI of the Civil Rights Act of 1964, as amended. The provisions include but are not limited to, prohibiting discrimination on the grounds of race, color or national origin. Non compliance with this mandate can affect federal financial assistance, in particular funding under the Federal Transit Administration.

Although Oneida County complies with all the requirements of Title VI it has never adopted a formal policy. Accordingly, I have developed a policy which is attached and ask that you forward same to the full Board of Legislators for their approval. I ask that this be done **no later than the Board of Legislators meeting of August 25, 2010.** Adoption of this policy will ensure compliance with this mandate.

On a second matter, I have been conducting a review of all county policies and procedures. Oneida County currently has a Sexual Harassment Policy. It does not have a discrimination policy. Although we have procedures in place to investigate workplace discrimination, adoption of a formal policy is warranted. The attached Discrimination and Harassment Policy will provide our employees a workplace which promotes equal opportunity and prohibits discriminatory practices. This policy will replace our current Sexual Harassment Policy. Therefore, Section O of the Oneida County Personnel Rules needs to be replaced in its' entirety with the attached policy. **This also will require Board of Legislators approval.**

Therefore I respectfully request that this policy be forwarded to the Board of Legislators and ask that they adopt it and amend the Personnel Rules.

Both the Title VI Policy and the Discrimination and Harassment Policy have been reviewed by Oneida County labor attorney Greg Amoroso and meet with his approval.


Thank you in advance for your prompt attention to this matter.

Sincerely,



John P Talerico  
Commissioner of Personnel

CC: G Fiorini

REVIEWED AND APPROVED FOR SUBMITTAL TO THE  
Oneida County Board of Legislators by  
  
Anthony J. Picente, Jr.  
County Executive  
Date 7/20/10

**Oneida County  
Title VI Policy Statement**

As a recipient of federal and state funds, Oneida County is subject to the requirements and provisions of the Title VI of the Civil Rights Act of 1964, as amended. The provisions include but not limited to, prohibiting discrimination on the grounds of race, color or national origin (being denied the benefits of, or being otherwise subjected to discrimination under any program or activity administered by federal or state assisted programs, services and activities). Non compliance with this mandate can affect federal financial assistance.

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and consultants, whether such programs and activities are federally assisted or not.

Oneida County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. Oneida County's Commissioner of Personnel or his/her designee is responsible for monitoring the Title VI activities for Oneida County.

\_\_\_\_\_  
Anthony Picente, Oneida County Executive

\_\_\_\_\_  
Date

\_\_\_\_\_  
Oneida County Commissioner of Personnel

\_\_\_\_\_  
Date

Approved as to form and legality:

\_\_\_\_\_  
Oneida County Attorney

\_\_\_\_\_  
Date

## **Oneida County Title VI Program**

As a recipient of federal and state funds, Oneida County is subject to the requirements and provisions of the Title VI of the Civil Rights Act of 1964, as amended. The provisions include but not limited to, prohibiting discrimination on the grounds of race, color or national origin (being denied the benefits of, or being otherwise subjected to discrimination under any program or activity administered by federal or state assisted programs, services and activities). Non compliance with this mandate can affect federal financial assistance.

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

The Civil Rights Restoration Act of 1987 broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and consultants, whether such programs and activities are federally assisted or not.

Oneida County assures every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not. Oneida County's Commissioner of Personnel or his/her designee is responsible for monitoring the Title VI activities for Oneida County.

Oneida County is committed to ensuring that no person is excluded from participation in, or denied the benefits of its services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.A.

## **Public Notification Process**

### **Title VI Information Dissemination**

Title VI information posters shall be prominently and publicly displayed in the Oneida County's facilities. The name of the Title VI coordinator is available on the Oneida County's website, at [www.ocgov.net](http://www.ocgov.net). Additional information relating to nondiscrimination obligation can be obtained from Oneida County's Commissioner of Personnel or his/her designee.

Title VI information shall be disseminated to Oneida County's employees annually, via the Employee Education form in payroll envelopes. This form reminds employees of Oneida County's policy statement, and of their Title VI responsibilities in their daily work and duties.

### **Title VI Complaint Procedures**

#### ***How to file a Title VI Complaint?***

The complainant may file a signed, written complaint up to thirty (30) days from the date of the alleged discrimination. The complaint should include the following information:

- Name of complainant, mailing address, and how to contact the complainant (i.e., telephone number, email address, etc.)
- How, when, where and why the complainant believes he or she was discriminated against. The complainant shall include the location, names and contact information of any witnesses.
- Other information that deemed significant by the complainant.

The Title VI Complaint Form (see Appendix A) may be used to submit the complaint information. The complaint may be filed in writing with Oneida County at the following address:

Oneida County  
Attn: Commissioner of Personnel or his/her designee  
800 Park Avenue  
Utica, New York 13501

NOTE: Oneida County encourages all complainants to certify all mail that is sent through the U.S. Postal Service and/or ensure that all written correspondence can be tracked easily. For complaints originally submitted by facsimile, an original, signed copy of the complaint must be mailed to the Oneida County Commissioner of Personnel or his/her designee as soon as possible, but no later than thirty (30) days from the alleged date of discrimination.

#### ***What happens to the complaint once is it submitted?***

All complaints alleging discrimination based on race, color or national origin in a service or benefit provided by Oneida County will be directly addressed by Oneida County. Oneida County shall also provide appropriate assistance to complainants, including those persons with

disabilities, or who are limited in their ability to communicate in English. Additionally, Oneida County shall make every effort to address all complaints in an expeditious and thorough manner.

A letter of acknowledging receipt of complaint will be mailed within seven days (Appendix B). Please note that in responding to any requests for additional information, a complainant's failure to provide the requested information may result in the administrative closure of the complaint.

***How will the complainant be notified of the outcome of the complaint?***

Oneida County shall send a final written response letter (see Appendix C or D) to the complainant. In the letter notifying complainant that the complaint is not substantiated (Appendix F), the complainant is also advised of his or her right to 1) appeal within seven calendar days of receipt of the final written decision from Oneida County, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration. Every effort will be made to respond to Title VI complaints within 60 working days of receipt of such complaints, if not sooner.

In addition to the complaint process described above, a complainant may file a Title VI complaint with the following offices:

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5th Floor – TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

**Community Outreach**

As an agency receiving federal financial assistance, Oneida County makes the following community outreach efforts:

1. The public is invited to attend and participate in the legislative process.
2. Title VI statements are posted in all County facilities for public viewing. (Appendix E)
3. Oneida County has a user friendly website to enhance community relation efforts. Oneida County's Title VI plan is/will be available to the community on the website.

**APPENDIX A**

**TITLE VI COMPLAINT FORM**

Title VI of the 1964 Civil Rights Act requires that "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." If you feel you have been discriminated against, please provide the following information in order to assist us in processing your complaint and sent it to:

Oneida County  
Attn: Commissioner of Personnel or his/her designee  
800 Park Avenue  
Utica, New York 13501

Please print clearly:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code:  
\_\_\_\_\_

Telephone Number: \_\_\_\_\_ (home) \_\_\_\_\_ (cell) \_\_\_\_\_ (message)

Person discriminated against:  
\_\_\_\_\_

Address of person discriminated against:  
\_\_\_\_\_

City, State, Zip Code:  
\_\_\_\_\_

Please indicate why you believe the discrimination occurred:

- \_\_\_\_\_ race or color
- \_\_\_\_\_ national origin



What was the date of the alleged discrimination?

---

Where did the alleged discrimination take place?

---

Please describe the circumstances as you saw it:

---

---

---

---

---

---

---

---

---

---

Please list any and all witnesses' names and phone numbers:

---

---

---

---

---

---

---

---

---

---

What type of corrective action would you like to see taken?

---

---

---

Please attach any documents you have which support the allegation. Then date and sign this form.

\_\_\_\_\_  
Your signature

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Date

**APPENDIX B**

**Letter Acknowledging Receipt of Complaint**

(Today's Date)

(Ms. Jo Doe  
1234 Main St.  
Somewhere, Any State ZIP)

Dear Ms. Doe:

This letter is to acknowledge receipt of your complaint against Oneida County alleging

---

---

---

---

---

---

---

---

---

---

An investigation will begin shortly. If you have additional information you wish to convey or questions concerning this matter, please feel free to contact this office by telephoning (315) 798-5726, or write to me at this address.

Sincerely,

Oneida County  
Attn: Commissioner of Personnel or his/her designee  
800 Park Avenue  
Utica, New York 13501

**APPENDIX C**

**Letter Notifying Complainant that the Complaint Is Substantiated**

Today's Date

(Ms. Jo Doe  
1234 Main St.  
Somewhere, Any State ZIP)

Dear Ms. Doe:

The matter referenced in your letter of \_\_\_\_\_ (date) against Oneida County alleging Title VI violation has been investigated.

(An/Several) apparent violation(s) of Title VI of the Civil Rights Act of 1964, including those mentioned in your letter (was/were) identified. Efforts are underway to correct these deficiencies.

Thank you for calling this important matter to our attention. You were extremely helpful during our review of the program. *(If a hearing is requested, the following sentence may be appropriate.)* You may be hearing from this office, or from federal authorities, if your services should be needed during the administrative hearing process.

Sincerely,

Oneida County  
Attn: Commissioner of Personnel or his/her designee  
800 Park Avenue  
Utica, New York 13501

**APPENDIX D**

**Letter Notifying Complainant that the Complaint Is  
Not Substantiated**

Today's Date

(Ms. Jo Doe  
1234 Main St.  
Somewhere, Any State ZIP)

Dear Ms. Doe:

The matter referenced in your complaint of \_\_\_\_\_ (date) against Oneida County alleging \_\_\_\_\_ has been investigated.

The results of the investigation did not indicate that the provisions of Title VI of the Civil Rights Act of 1964 had in fact been violated. As you know, Title VI prohibits discrimination based on race, color, or national origin in any program receiving federal financial assistance.

Oneida County has analyzed the materials and facts pertaining to your case for evidence of the County's failure to comply with any of the civil rights laws. There was no evidence found that any of these laws have been violated.

I therefore advise you that your complaint has not been substantiated, and that I am closing this matter in our files.

You have the right to appeal this decision within seven calendar days of receipt of this final written decision from Oneida County, and/or 2) file a complaint externally with the U.S. Department of Transportation and/or the Federal Transit Administration at

Federal Transit Administration Office of Civil Rights  
Attention: Title VI Program Coordinator  
East Building, 5th Floor - TCR  
1200 New Jersey Ave., SE  
Washington, DC 20590

Thank you for taking the time to contact us. If I can be of assistance to you in the future, do not hesitate to call me.

Sincerely,

Oneida County  
Attn: Commissioner of Personnel or his/her designee  
800 Park Avenue  
Utica, New York 13501

## APPENDIX E

### **Samples of Narrative to be included in Posters to be Displayed in Revenue Vehicles and Facilities**

Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin in programs and activities receiving Federal financial assistance. Specifically, Title VI provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance" (42 U.S.C. Section 2000d).

Oneida County is committed to ensuring that no person is excluded from participation in, or denied the benefits of its transit services on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.A. **If you feel you are being denied participation in or being denied benefits of the transit services provided by Oneida County, or otherwise being discriminated against because of your race, color or national origin, you may contact our office at:**

Oneida County  
Attn: Commissioner of Personnel or his/her designee  
800 Park Avenue  
Utica, New York 13501  
Telephone: (315) 798-5726

For more information, visit our website at [www.ocgov.net](http://www.ocgov.net).

## APPENDIX F

### Employee Annual Education Form

#### Title VI Policy

No person shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

All employees of Oneida County are expected to consider, respect, and observe this policy in their daily work and duties. Citizen questions or complaints shall be directed to the Commissioner of Personnel or his/her designee of Oneida County.

In all dealings with citizens, use courtesy titles (i.e. Mr., Mrs., Ms., or Miss) to respectfully address them without regard to race, color or national origin.

**APPENDIX G**

**Acknowledgement of Receipt of Title VI Program**

I hereby acknowledge the receipt of Oneida County's Title VI Plan. I have read the plan and am committed to ensuring that no person is excluded from participation in, or denied the benefits or services delivered by Oneida County on the basis of race, color, or national origin, as protected by Title VI in Federal Transit Administration (FTA) Circular 4702.1.A.

\_\_\_\_\_  
Employee signature

\_\_\_\_\_  
Print your name

\_\_\_\_\_  
Date

**COUNTY OF ONEIDA  
DISCRIMINATION AND HARASSMENT POLICY**

**Statement of Intent**

The County of Oneida is committed to providing its employees with a workplace in which all individuals are treated with respect and dignity. Each employee has the right to work in a professional atmosphere which promotes equal opportunities and prohibits discriminatory practices. It is the policy of the County of Oneida to prohibit unlawful discrimination or harassment in any form, including discrimination and harassment based on race, sex, color, religion, natural origin, age, disability, marital status, military or veteran status, sexual orientation or other unlawful considerations. Unlawful discrimination or harassment is an unlawful employment practice. Unlawful discrimination or harassment negatively affects morale, motivation and job performance. Unlawful discrimination or harassment initiated by district personnel is not permitted and will not be tolerated. The County of Oneida will take affirmative action to protect its employees from unlawful discrimination or harassment. The County of Oneida encourages the reporting of all incidents of unlawful discrimination or harassment, regardless of who the offender may be. The County of Oneida has developed this policy to ensure that all employees can work in an environment free from unlawful discrimination or harassment. The County of Oneida will deal promptly with complaints and cases of unlawful discrimination or harassment. Continued unlawful discrimination or harassment by an employee will result in disciplinary action in accordance with Civil Service Law and/or any pertinent collective bargaining agreement.

**Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Unlawful discrimination** means that an individual suffers an adverse employment action when:

- (1) The adverse employment action was taken based on the individuals' status as a member of a protected group (i.e., based on race, sex, color, religion, national origin, age, disability, marital status, military or veteran status, sexual orientation or other unlawful consideration); and
- (2) The employer does not have a legitimate, independent and nondiscriminatory reason to support its employment decision.

**Unlawful harassment** means verbal and physical conduct towards an individual when:

- (1) The conduct is based on the individuals' status as a member of a protected group (i.e., based on race, sex, color, religion, national origin, age, disability, marital status, military or veteran status, sexual orientation or other unlawful consideration); and
- (2) The conduct is permeated with discriminatory intimidation, ridicule and insult; and
- (3) The conduct has the purpose or effect of unreasonably interfering with an individuals' work performance or creating an intimidating, hostile or offensive work environment.



**Sexual harassment** means any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- (1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- (2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting hiring, evaluation, promotion or other aspects of employment of such an individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment is not limited to prohibited conduct by a male employee to a female employee. A man, as well as a woman, may be the victim of sexual harassment and a woman, as well as a man, may be the harasser. Further, the victim does not have to be the opposite sex from the harasser; same sex harassment is likewise unlawful and prohibited by this policy.

Examples of sexual harassment include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair or brushing against another's body.
- Suggestive sexual touching.
- Grabbing, groping, kissing, fondling.
- Whistling of a sexual nature.
- Lewd, off-color, sexually oriented comments or jokes.
- Foul or obscene language of a sexual nature.
- Leering, staring, stalking.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Offensive e-mail or voice mail messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault.

## **Report of Complaint**

(a) **Informal procedure.** The County encourages employees who believe they are subjected to unlawful discrimination or harassment to clearly and promptly notify the offender that the offender's behavior is unwelcome. If for any reason an employee does not wish to confront the offender directly or if such a confrontation does not successfully end the unlawful discrimination or harassment, the employee should notify the Commissioner of Personnel who may, if the individual so requests, talk to the alleged offender on the individual's behalf or arrange a mediation between the individual and the alleged offender with a third party acceptable to both. The Commissioner of Personnel will endeavor to treat the matter with the degree of confidentiality that the reporting employee requests. There may be instances in which an employee seeks to discuss matters with the Commissioner of Personnel. The County encourages such discussions. However, the County shall retain final authority to determine when action beyond those contemplated by the informal procedures is necessary to address the alleged unlawful discrimination or harassment.

(b) **Formal procedure.** An employee must take all reasonable steps to stop or prevent unlawful harassment or discrimination. If the reporting individual does not wish to pursue the informal procedure or if the informal procedure does not result in a discontinuance of the harassing or discriminating conduct, the following steps shall be followed:

(1) **Notification.** An employee who believes to have been subjected to unlawful discrimination or harassment should report the incident to the Commissioner of Personnel. The alleged offender shall be notified by the Commissioner of Personnel of the pendency of an investigation. If the employee believes that the Commissioner of Personnel is involved in the unlawful conduct or that the Commissioner of Personnel will not initiate a formal investigation according to this policy, that employee may initiate a formal investigation of the alleged unlawful discrimination or harassment by delivering a written statement to the County Executive. If the Commissioner of Personnel and the County Executive are of the same gender, the Commissioner of Personnel shall designate an additional County officer of the opposite gender to receive written statements and conduct investigations pursuant to this policy. The name and title of said County officer shall be kept on file in the Commissioner of Personnel's office.

(2) **Description of misconduct.** An accurate record of the objectionable behavior is necessary to resolve a formal complaint of unlawful discrimination or harassment. All formal complaints of unlawful discrimination or harassment shall be reduced to writing by either the complainant or the individual designated to receive such complaints.

(3) **Time for reporting complaint.** While the County has chosen not to impose a time limitation for the reporting of unlawful discrimination or harassment complaints, prompt reporting of complaints is strongly encouraged, as it allows for rapid response and resolution of objectionable behavior or conditions for the complainant and any other affected employees.

(4) **Protection against retaliation.** The County will not retaliate against an employee who makes a report of unlawful discrimination or harassment, nor will

the County permit any employee to do so. Retaliation is a very serious violation of this article and should be reported immediately. Any employee found to have retaliated against an individual for reporting unlawful discrimination or harassment will be subject to disciplinary action for misconduct in accordance with Civil Service Law and/or any pertinent collective bargaining agreement.

### **Investigation of Formal Complaint**

(a) **Confidentiality.** Any allegation of unlawful discrimination and/or harassment brought to the attention of the Commissioner of Personnel, the County Executive, or the additional County official designated pursuant to the above, shall be promptly investigated. Confidentiality shall be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.

(b) **Identification of investigators.** Complaints made to the Commissioner of Personnel shall be initially investigated by the Commissioner of Personnel, unless it is determined that the investigation should be conducted by another individual. In addition, any of the following individuals may be asked to participate in or review the investigation: the supervisor of the individual involved and/or the department head. Complaints made to the County Executive or the additional County official designated pursuant to the above shall be investigated by said individual and persons duly appointed by said individual.

(c) **Investigation process.** In pursuing an investigation, the investigator will give consideration to the wishes of the complainant, but shall thoroughly investigate the matter as the investigator sees fit, keeping the complainant and alleged offender informed as to the status of the investigation.

### **Resolution of Complaint**

Upon completion of the investigation of the unlawful discrimination or harassment complaint, the investigator shall make a written report of findings and recommend appropriate action to be taken. The findings of the investigator shall be reported to the Commissioner of Personnel and then communicated to the complainant and the alleged offender. If the investigator determines that unlawful discrimination or harassment occurred, the offender will be subject to appropriate disciplinary procedures for misconduct in compliance with Civil Service Law or the disciplinary procedure set forth in the pertinent collective bargaining agreement.

### **False Accusations**

If an investigation made under this article results in a finding that the complainant falsely or maliciously accused another of unlawful discrimination or harassment, the complainant will be subject to disciplinary action in accordance with Civil Service Law or the pertinent collective bargaining agreement.

### **Compliance with Laws**

Any action taken pursuant to this article shall be consistent with the requirements of applicable laws and collective bargaining agreements.

ANTHONY J. PICENTE, JR., *County Executive*  
JOHN R. KENT, Jr., *Commissioner*



(315) 798-5710  
FAX (315) 798-5852  
planning@ocgov.net

**Oneida County Department of Planning**  
Boehlert Center at Union Station, 321 Main Street, Utica, NY 13501

July 23, 2010

FN 20 10 - 300

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

**ECONOMIC DEVELOPMENT  
& TOURISM**

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 27 AM 9:44

Re: NYS Office of Community Renewal – 2010 Economic Development Grant Application

Dear County Executive Picente:

In a continuing effort to assist municipalities throughout New York State in creating jobs and new economic opportunities, Governor Paterson has announced the availability of funding for New York State's Community Development Block Grant (CDBG) 2010 Economic Development Program. The New York State Office of Community Renewal (OCR) has created a more flexible, year-round process for funding eligible economic development projects under the CDBG Program. The open funding round allows municipalities with projects that are ready to move forward to apply for funding at any time throughout the year.

Oneida County has submitted a preliminary request for funding for Economic Development Assistance for an amount not to exceed \$315,000 for McDonough Hardwoods, LLC, located in Vernon Center. This funding will assist the company with working capital as the saw mill logging company, that had been damaged by a fire in August 2008, is rebuilt. This project will create 21 new jobs at the Vernon Center facility.

Since the CDBG program does not require a local match, no Oneida County dollars will be expended on these projects. Upon award of the CDBG grant, Mohawk Valley EDGE will administer the program on behalf of Oneida County.

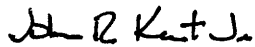
Therefore, we respectfully request that you submit to the Oneida County Board of Legislators a request to authorize you to submit an application to the New York State Office of Community Renewal for an Economic Development grant totaling \$315,000. Included in this resolution is the authorization to conduct the mandated public hearings

on the Community Development Block Grant application, as required by the statutory requirements of the CDBG program, and, if awarded the grant, authorization to enter into an agreement with the Mohawk Valley EDGE to administer the program.

Due to the rapidly approaching OFSC application deadline of September 22, 2010, I am requesting an approval of these actions at their regular meeting on **August 25, 2010**.

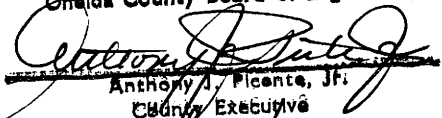
Should you have any questions regarding this matter please contact me.

Sincerely,



John R. Kent, Jr.  
Commissioner of Planning

Cc: Edward Welsh  
Emil Paparella  
Patricia Hudak

Reviewed and Approved for submittal to the  
Onondaga County Board of Legislators by  
  
Anthony J. Picante, Jr.  
County Executive  
Date 7/23/10

Signature Page for:

Contract Number: C-023257

Contractor: Oneida County

Amendment Number: X-2

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

**CONTRACTOR SIGNATURE:**

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

(signature)

Printed Name: Anthony J. Picente, Jr.

Title: Oneida County Executive

Approved as to Form Only  
Assistant County Attorney

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

STATE OF NEW YORK )  
County of \_\_\_\_\_ ) SS:

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

\_\_\_\_\_  
(Signature and office of the individual taking acknowledgement)

-----  
**STATE AGENCY SIGNATURE**

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

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

(signature)

Printed Name: Barbara S. Devore

Title: Deputy Director, Center for Community Health

-----  
**ATTORNEY GENERAL'S SIGNATURE**

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

**STATE COMPTROLLER'S SIGNATURE**

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

Agency Code 12000  
APPENDIX X

Contract Number: C-023257

Contractor: Oneida County

Amendment Number X -2

This is an AGREEMENT between THE STATE OF NEW YORK, acting by and through NYS Department of Health, having its principal office at Albany, New York, (hereinafter referred to as the STATE), and Oneida County (hereinafter referred to as the CONTRACTOR), for amendment of this contract.

This amendment makes the following changes to the contract (check all that apply):

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the work plan or deliverables
- Replaces appendix(es) A-1, B-1, D-1 with the attached appendix(es) A-1, B-2, D-2
- Adds the attached appendix(es) G
- Other: (describe) \_\_\_\_\_

This amendment is X is not a contract renewal as allowed for in the existing contract.

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

Prior to this amendment, the contract value and period were:

\$231,539

(Value before amendment)

From 04 / 01 / 08 to 03 / 31 / 10

(Initial start date)

This amendment provides the following addition (complete only items being modified):

\$116,939

From 04 / 01 / 10 to 03 / 31 / 11

This will result in new contract terms of:

\$ 348,478

(All years thus far combined)

From 04 / 01 / 08 to 03 / 31 / 11

(Initial start date)

(Amendment end date)

APPENDIX A-1  
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL  
DEPARTMENT OF HEALTH CONTRACTS

1. If the CONTRACTOR is a charitable organization required to be registered with the New York State Attorney General pursuant to Article 7-A of the New York State Executive Law, the CONTRACTOR shall furnish to the STATE such proof of registration (a copy of Receipt form) at the time of the execution of this AGREEMENT. The annual report form 497 is not required. If the CONTRACTOR is a business corporation or not-for-profit corporation, the CONTRACTOR shall also furnish a copy of its Certificate of Incorporation, as filed with the New York Department of State, to the Department of Health at the time of the execution of this AGREEMENT.
2. The CONTRACTOR certifies that all revenue earned during the budget period as a result of services and related activities performed pursuant to this contract shall be used either to expand those program services funded by this AGREEMENT or to offset expenditures submitted to the STATE for reimbursement.
3. Administrative Rules and Audits:
  - a. If this contract is funded in whole or in part from federal funds, the CONTRACTOR shall comply with the following federal grant requirements regarding administration and allowable costs.
    - i. For a local or Indian tribal government, use the principles in the common rule, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," and Office of Management and Budget (OMB) Circular A-87, "Cost Principles for State, Local and Indian Tribal Governments".
    - ii. For a nonprofit organization other than
      - ◆ an institution of higher education,
      - ◆ a hospital, or
      - ◆ an organization named in OMB Circular A-122, "Cost Principles for Non-profit Organizations", as not subject to that circular,use the principles in OMB Circular A-110; "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations," and OMB Circular A-122.
    - iii. For an Educational Institution, use the principles in OMB Circular A-110 and OMB Circular A-21, "Cost Principles for Educational Institutions".
    - iv. For a hospital, use the principles in OMB Circular A-110, Department of Health and Human Services, 45 CFR 74, Appendix E, "Principles for Determining Costs Applicable to Research and Development Under Grants and Contracts with Hospitals" and, if not covered for audit purposes by OMB Circular A-133, "Audits of States Local Governments and Non-profit Organizations", then subject to program specific audit requirements following Government Auditing Standards for financial audits.
  - b. If this contract is funded entirely from STATE funds, and if there are no specific administration and allowable costs requirements applicable, CONTRACTOR shall adhere to the applicable principles in "a" above.



- c. The CONTRACTOR shall comply with the following grant requirements regarding audits.
    - i. If the contract is funded from federal funds, and the CONTRACTOR spends more than \$500,000 in federal funds in their fiscal year, an audit report must be submitted in accordance with OMB Circular A-133.
    - ii. If this contract is funded from other than federal funds or if the contract is funded from a combination of STATE and federal funds but federal funds are less than \$500,000, and if the CONTRACTOR receives \$300,000 or more in total annual payments from the STATE, the CONTRACTOR shall submit to the STATE after the end of the CONTRACTOR's fiscal year an audit report. The audit report shall be submitted to the STATE within thirty days after its completion but no later than nine months after the end of the audit period. The audit report shall summarize the business and financial transactions of the CONTRACTOR. The report shall be prepared and certified by an independent accounting firm or other accounting entity, which is demonstrably independent of the administration of the program being audited. Audits performed of the CONTRACTOR's records shall be conducted in accordance with Government Auditing Standards issued by the Comptroller General of the United States covering financial audits. This audit requirement may be met through entity-wide audits, coincident with the CONTRACTOR's fiscal year, as described in OMB Circular A-133. Reports, disclosures, comments and opinions required under these publications should be so noted in the audit report.
  - d. For audit reports due on or after April 1, 2003, that are not received by the dates due, the following steps shall be taken:
    - i. If the audit report is one or more days late, voucher payments shall be held until a compliant audit report is received.
    - ii. If the audit report is 91 or more days late, the STATE shall recover payments for all STATE funded contracts for periods for which compliant audit reports are not received.
    - iii. If the audit report is 180 days or more late, the STATE shall terminate all active contracts, prohibit renewal of those contracts and prohibit the execution of future contracts until all outstanding compliant audit reports have been submitted.
4. The CONTRACTOR shall accept responsibility for compensating the STATE for any exceptions which are revealed on an audit and sustained after completion of the normal audit procedure.
  5. FEDERAL CERTIFICATIONS: This section shall be applicable to this AGREEMENT only if any of the funds made available to the CONTRACTOR under this AGREEMENT are federal funds.
    - a. LOBBYING CERTIFICATION
      - 1) If the CONTRACTOR is a tax-exempt organization under Section 501 (c)(4) of the Internal Revenue Code, the CONTRACTOR certifies that it will not engage in lobbying activities of any kind regardless of how funded.
      - 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the

United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.

- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
- a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
  - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.

and not more than \$100,000 for each such failure.

- c) The CONTRACTOR shall disclose specified information on any agreement with lobbyists whom the CONTRACTOR will pay with other Federal appropriated funds by completion and submission to the STATE of the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions. This form may be obtained by contacting either the Office of Management and Budget Fax Information Line at (202) 395-9068 or the Bureau of Accounts Management at (518) 474-1208. Completed forms should be submitted to the New York State Department of Health, Bureau of Accounts Management, Empire State Plaza, Corning Tower Building, Room 1315, Albany, 12237-0016.
  - d) The CONTRACTOR shall file quarterly updates on the use of lobbyists if material changes occur, using the same standard disclosure form identified in (c) above to report such updated information.
- 4) The reporting requirements enumerated in subsection (3) of this paragraph shall not apply to the CONTRACTOR with respect to:
- a) Payments of reasonable compensation made to its regularly employed officers or employees;
  - b) A request for or receipt of a contract (other than a contract referred to in clause (c) below), grant, cooperative agreement, subcontract (other than a subcontract referred to in clause (c) below), or subgrant that does not exceed \$100,000; and
  - c) A request for or receipt of a loan, or a commitment providing for the United States to insure or guarantee a loan, that does not exceed \$150,000, including a contract or subcontract to carry out any purpose for which such a loan is made.

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Regulations of the Department of Health and Human Services, located at Part 76 of Title 45 of the Code of Federal Regulations (CFR), implement Executive Orders 12549 and 12689 concerning debarment and suspension of participants in federal programs and activities. Executive Order 12549 provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. Executive Order 12689 extends the debarment and suspension policy to procurement activities of the federal government. A person who is debarred or suspended by a federal agency is excluded from federal financial and non-financial assistance and benefits under federal programs and activities, both directly (primary covered transaction) and indirectly (lower tier covered transactions). Debarment or suspension by one federal agency has government-wide effect.

Pursuant to the above-cited regulations, the New York State Department of Health (as a participant in a primary covered transaction) may not knowingly do business with a person who is debarred, suspended, proposed for debarment, or subject to other government-wide exclusion (including any exclusion from Medicare and State health care program participation on or after August 25, 1995), and the Department of Health must require its prospective contractors, as prospective lower tier participants, to provide the certification in Appendix B to Part 76 of Title 45 CFR, as set forth below:

1) APPENDIX B TO 45 CFR PART 76-CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

*Instructions for Certification*

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

*2) Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions*

- a) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.
  - b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service

being rendered.

7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

## 12. Other Modifications

- a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
  - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
  - ◆ Appendix C - Section 11, Progress and Final Reports;
  - ◆ Appendix D - Program Workplan will require OSC approval.
- b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

Workers' Compensation, for which one of the following is incorporated into this contract as **Appendix E-1:**

- **CE-200 - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR**

- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

Disability Benefits coverage, for which one of the following is incorporated into this contract as **Appendix E-2**:

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
  - **DB-120.1** -- Certificate of Disability Benefits Insurance OR
  - **DB-155** -- Certificate of Disability Benefits Self-Insurance
14. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208). Contractor shall be liable for the costs associated with such breach if caused by Contractor's negligent or willful acts or omissions, or the negligent or willful acts or omissions of Contractor's agents, officers, employees or subcontractors.
  15. All products supplied pursuant to this agreement shall meet local, state and federal regulations, guidelines and action levels for lead as they exist at the time of the State's acceptance of this contract.
  16. Additional clauses as may be required under this AGREEMENT are annexed hereto as appendices and are made a part hereof if so indicated on the face page of this AGREEMENT.

**Appendix B - 2**

<b>Immunization Contract: IAP Budget</b>		
<b>C-023257</b>		
<b>County: Oneida</b>		<b>April 1, 2010 - March 31, 2011</b>
<b>Position Title/Incumbent</b>	<b>Annual Salary for This Position based on 100% time* (see note below)</b>	<b>Amount Requested from NYS Immunization Program</b>
Registered Nurse, Marina Kistner @ 40%	\$40,045	\$16,018
Data Processing Clerk, Christine Benson @ 80%	\$24,131	\$19,305
Register Nurse, Claudia Held @ 30%	\$46,510	\$13,953
<b>Total Salaries</b>		<b>\$49,276</b>
<b>Fringe Benefits @ 40.91%</b>		<b>\$20,159</b>
<b>Total PS</b>		<b>\$69,435</b>
		<b>TOTAL</b>
<b>OTPS</b>		<b>\$4,000</b>
Supplies		\$635
Travel		\$0
Equipment		
<b>Contractual</b>		<b>\$13,150</b>
Contract Clerical Staff, 35 hrs./PP @ \$14.45		\$24,115
Contract Clerical Staff, 70 hrs./PP @ \$13.25		
<b>Other (list categories and amounts ex.: Telephone, postage, etc.)</b>		<b>\$1,000</b>
Training & Special Schools		\$0
Postage		\$0
Printing		\$650
Cell Phones		\$100
Subscription/Dues		\$2,422
Advertising		\$1,432
Copier Lease \$357.90/Quarter		
<b>Total OTPS</b>		<b>\$47,504</b>
<b>GRAND TOTAL</b>		<b>\$116,939</b>

Federal funds are being used to support this contract. Code of Federal Domestic Assistance (CFDA) numbers for these funds are: 93.268

203



**2010-11 IMMUNIZATION ACTION PLAN CONTRACT**  
**BUDGET JUSTIFICATION FORM** County Name: Oneida

Category	Budget Amount	Item & Justification
<b>Personal Services</b>		
RN: M. Kistner	\$16,018	40% of salary for registered nurses to assist day care provider, Head Start and school nurses on the ever changing immunization schedule and the interpretation of the child's immunization record. Accomplished through in-services, workshops, phone contacts and direct record reviews. Will assist with NYSIIS project in Oneida County. Will organize and administer immunizations at the OCHD Public Health Clinic and off site clinics in Oneida County. Will assist with AFIX visits and associated reporting.
Data Processing Clerk	\$19,305	80% of salary for FTE Data Processing Clerk. Will provide clerical support to the outlined activities. Will act as intake reception for immunization clinics. Will be responsible for filing and storage of immunization records and for record checks.
C. Benson		
RN: C. Held	\$13,953	30% of salary for FTE RN to coordinate all Immunization Program related projects. Serve as educational resource to health care providers, staff and the community on immunization vaccines and related issues. Will organize and administer immunizations. Will coordinate with the OCHD Health Educator and Education Coordinator to promote immunizations and advertise clinics.
Fringe	\$20,159	Fringe benefits at 40.91%
<b>Other Than Personal Services</b>		
Supplies	\$4,000	Office and/or medical supplies used in the day to day function of administering the immunization program
Travel	\$635	Travel reimbursement cost for nurses and adjunct staff to travel entry, immunization billing, intake reception related programs
Contractual	\$13,150	Contractual clerical staff(1) 35 hrs./PP @14.45 to assist with reception at immunization clinics, data entry for NYSIIS, record searches and reporting
	\$24,115	Contractual clerical staff(1) 70 hrs./PP@13.25 to assist with reception at immunization clinics, data entry for NYSIIS, record searching and reporting
Other	\$1,000	Training and Special Schools; provides opportunity to send additional nursing staff to immunization training programs
	\$650	Cell phones- used by immunization nurses at outreach clinics
	\$100	Subscription/Dues for ISTM annual fee, immunization related journals, online subscription
	\$2,422	Advertising- of immunization events and clinics
	\$1,432	Copier Lease, \$357.90/Quarter- Used for form letter, immunization record copies, immunization billing
<b>Total</b>	<b>\$116,939</b>	

## APPENDIX D-2

### ONEIDA COUNTY

#### 2010 - 2011 IAP Local Health Unit Contract Work Plan

##### GOAL 1: Childhood Immunization

The New York State Bureau of Immunization, in conjunction with the Healthy People Year 2010 goals, seeks to meet or exceed a 90% statewide immunization coverage level for two-year-old children with 4 DTP (DTaP), 3 polio, 1 MMR, 3 Hib, and 3 hep B (4:3:1:3:3).

*The National Immunization Survey (2008) indicates that 75.2% of children in New York, excluding New York City, are age-appropriately immunized by the age of 24 months with 4 doses of DTP/DTaP, 3 polio, 1 measles-containing vaccine, 3 HIB, and 3 doses of hepatitis B vaccine (4:3:1:3:3).*

##### Objective 1- A:

In coordination with Bureau of Immunization regional office staff, conduct AFIX site visits to raise immunization coverage levels and improve standards of practice at the provider level. AFIX site visits must include, but are not limited to, the following:

1. Assessment of healthcare provider's immunization coverage levels and immunization practices.
2. Feedback of assessment results to the provider along with recommended strategies to improve coverage levels.
3. Incentives to recognize and reward improved performance.
4. exchange of health care information and resources necessary to facilitate improvement.

Note: Refer to AFIX Guide for policies and procedures on conducting AFIX site visits.

\* Please note that the activities listed by DOH are not reflective of Goal 1. The Regional Office has been notified.

##### Activities:

- 1) Identify and target high-volume ( $\geq 50$  two year old patients) and medium-volume (15-49 two year old patients) providers (public, private, VFC, non-VFC) with low immunization levels ( $\leq 80\%$  of two year olds up to date for 4:3:1:3:3:1 and 4:3:1:3:3:1:4) to receive AFIX visits. Provide analysis and feedback to the provider of their immunization practices. Priority groups include; high-volume providers, those that have not received AFIX visits in three years or more, and all providers with consistently low immunization coverage levels.
- 2) Include assessment of adolescent coverage levels while conducting AFIX site visits. All active 15 year old patients (180 – 191 months) will be assessed for the following antigens: 3 doses HepB; 2 doses MMR; 1 dose Td/Tdap; 2 doses varicella; 1 dose MCV4, 3 doses HPV. "Active" for adolescent AFIX visits is defined as one (1) or more visit/year.
- 3) All Federally Qualified Health Center, Community Health Centers; and Migrant Health Centers must receive an AFIX visit annually.

Note: Providers at or above 90% immunization coverage for their two year old patients, which have received at least two assessments, do not require additional AFIX site visits if it has been less than three years from the last visit.

**Activities:**

- 1 & 2. The LHU will perform six AFIX visits which will include various patient volumes of which to include assessments of 15-year-old females with special emphasis on high volume private providers.
3. The LHU does not have any Migrant Health Centers or Community Health Centers. A Federally Qualified Health Center is planned for 2010 – 2011, and we will plan AFIX visit.

**Objective 1-B:**

In an effort to integrate AFIX with the New York State Immunization Information System (NYSIIS), where applicable, use NYSIIS to assess immunization coverage levels of providers receiving an AFIX site visit.

**Activities:**

1. LHU will utilize NYSIIS to assess immunization coverage levels of providers receiving an AFIX site visit whenever possible.

**Objective 1-C:**

In an effort to integrate AFIX with the Vaccines for Children Program, conduct vaccine education during each AFIX site visit (Attachment E).

**Activities:**

1. The LHU will conduct vaccine education during each AFIX site visit in which Attachment E will be used. LHU will develop in conjunction with provider's office an immunization quality improvement plan.

**Objective 1-D:**

Assess county public clinic immunization rates annually and report results.

**Required:**

- During August or September 2010, conduct public clinic assessments to determine immunization levels among children 24-35 months of age, in accordance with NYSDOH sampling methodologies. NYSIIS extracts should be used to conduct these assessments.
- Report results of public clinic assessments by October 30, 2010. Results may be submitted separately or with the second quarter contract progress report.
- Implement and sustain a reminder/recall system for patients two years of age and younger that receive immunizations at the local health department.

**Activities:**

1. LHU public clinic assessment will be conducted in September 2010. Tracking and recall for the project begins April 2010.

2. LHU will maintain a reminder/recall system for patients two years old and younger and will use CoCASA on quarterly basis.

**Objective 1-E:**

Prepare and submit the following AFIX site visit information to your NYSDOH Regional Representative for each contract quarter year.

**Note: All counties must submit assessment data of AFIX activities via e-mail. (Refer to AFIX Guide for specific instructions.)**

**Required:**

- Quarterly (July 31, October 30, January 31, and April 30), submit a Quarterly Activity Progress Report.
- Quarterly (July 31, October 30, January 31, and April 30), submit the AFIX Quarterly Report (**Attachment D**). All fields of Attachment D must be completed.
- Quarterly (July 31, October 30, January 31, and April 30), submit the assessment data collected in CoCASA for each provider that received an AFIX site visit in each quarter.

**Note:** Refer to **AFIX Guide** for AFIX policies and procedures, VFC specific education questions and NYSIIS guidelines to conduct AFIX site visits.

**GOAL 2: Adult Immunization**

**Increase awareness of the benefits of adult immunization against influenza, pneumococcal, HPV, hepatitis A and B, tetanus, diphtheria, pertussis, varicella, measles, mumps, and rubella disease.**

*Using 2008 BRFSS data, 65.3% of surveyed New Yorkers, aged 65+ were immunized with pneumococcal vaccine, and 70.9% with influenza.*

**Objective 2-A:**

In coordination with various local coalitions, promote/conduct educational and outreach activities to inform health care providers and the public about the benefits of adult immunization.

**Activities:**

Coordinate adult coalition activities with regional Bureau of Immunization representative.  
Target health care personnel for increased awareness of new ACIP recommendations for influenza, pertussis, varicella and MMR vaccination.

1. The established program by the LHU for the provision of Universal Precautions and adult Hepatitis B education at several local industrial and service industries as well as police and fire departments will be continued as needed.
2. Community education is to be supplemented via offering adult immunization information at all health fairs participated in this workplan year such as County Fair, Heart Run Expo, and Mohawk Valley Community College Health Fair.

3. LHU will supply current adult immunization information to the local Office For the Aging and Continuing Care for distribution to the senior population through their outreach workers. Education will also be provided through the monthly newsletter "Primetime".
4. Posters and clinic schedules will be posted in senior centers and other community sites frequented used by adults.
5. List flu clinic schedules, locations, and links on the County website, NYSOFA, and NYSDOH website.
6. LHU will continue to be an integral part of the Mohawk Valley Immunization Alliance consisting of private and public providers.
7. Offer immunization presentation or training to health care personnel in various settings i.e. public health, private (at targeted office AFIX visits), schools (school nurses, college health centers).

**Objective 2-B:**

Increase awareness of the benefits of vaccination for adult migrant and seasonal farm workers (MSFWs) through participation in the "MSFW Immunization Project", collaboration with migrant community partners, and/or participation in local migrant coalitions. County health departments are encouraged to provide publicly-funded Td, Tdap, hepatitis A, hepatitis B, Twinrix, MMR, varicella, influenza and pneumococcal vaccine to any adult MSFWs seeking any services through department sponsored clinics and service settings, including contracted services.

**Suggested Activities:**

- Conduct immunization clinics at migrant camps
- Provide immunization education and technical assistance to other agencies serving migrants.
- Participate in local migrant coalitions (e.g. attend meetings).

**Activities:**

1. Attempts will be made to identify adult migrant and seasonal farm workers (i.e. apple and potato workers) or seasonal workers at local harness track and conduct immunization clinics if needed.
2. LHU will promote NYSIIS by obtaining consent for migrant and seasonal farm workers 19 years and older receiving immunizations.
3. The LHU will provide immunization education and technical assistance to other agencies serving migrants.
4. LHU will participate in local migrant meetings with emphasis on establishing joint collaboration with Herkimer County.

**Objective 2-C:**

Provide, or facilitate the provision of, free hepatitis A and B vaccination services for high-risk adults in your community through participation in the "Adult Hepatitis Vaccination Program". County health

departments are encouraged to provide free hepatitis A, hepatitis B and Twinrix vaccines to all high-risk adults seeking all services through health department-sponsored clinics and service settings, including contracted services. These settings include, but are not limited to, the following examples: STD clinics, TB clinics, adult immunization clinics, HIV T&C sites, county jails, substance abuse service settings, special public health outreach settings such as homeless shelters, soup kitchens, etc.

**Activities:**

- Provide free hepatitis A and B vaccine to high-risk adults\* in county health department immunization clinics (\* as defined by the program).
- Facilitate enrollment of eligible clinic sites and support the proper enrollment procedures (application and site-specific VFC PIN number).
- Collaborate with already established clinic sites to ensure full program participation.

**Activities:**

1. LHU will provide NYSDOH funded hepatitis A, hepatitis B, and Twinrix vaccines to all high-risk adults and adolescents seeking all services through health department clinics and service settings.
2. LHU will serve as a **resource** with local colleges to offer hepatitis vaccines to eligible participants.
3. The LHU, upon request from already established clinics, will assist to ensure their full program participation.

**GOAL 3: Immunization Information System**

**Increase the proportion of children less than six years of age with two or more shots in an immunization information system.**

(Healthy People 2010, objective 14.26 target = 95%)

**Objective 3-A:**

Support the New York State Department of Health, Central and Regional Offices, in provider recruitment, planning and implementation of the New York State Immunization Information System (NYSIIS) to maximize reporting of immunizations given to persons and utilization of the system features.

**Activities:**

- Report **ALL** immunizations administered by the LHD to NYSIIS in a timely manner. This includes obtaining NYSIIS consent for individuals 19 years of age and older, particularly while conducting flu clinics.
- Maintain at least two active user accounts for NYSIIS.
- Stay current with the latest NYSIIS activities by participating in periodic NYSIIS/LHD conference calls, reading electronic email communications and reviewing materials posted on the Health Commerce System.
- Attend regional user group meetings twice per year and encourage participating providers to attend as well.
- Respond to questions from provider community and other stakeholders. Triage questions to NYSIIS group email account, appropriate regional office, or NYSIIS help desk.
- Contact health care providers within the county who are not actively participating in NYSIIS to encourage attendance at NYSIIS training, or use other training modalities.
- Promote NYSIIS during AFIX, VFC or other site visits/meetings with providers utilizing available materials.

**Activities:**

1. LHU will report all immunizations administered to children and consented adults, particularly while conducting flu clinics.
2. The LHU will respond to questions from provider community and other stakeholders seeking assistance from other experts when necessary.
3. LHU will continue to send representatives semi-annually to user group meetings held in Syracuse.
4. LHU will provide information to private providers on new NYS law.
5. The LHU will participate and attend NYSIIS/LHD conference calls.
6. LHU will encourage health care providers within the county to attend NYSDOH training or use other training modalities.
7. LHU will maintain at least two active NYSIIS user accounts.
8. Attempts will be made to capture consents for individuals 19 years of age and older at minimum for MMRs and hepatitis vaccines.

**GOAL 4: Education, Information, Training, and Partnerships**

**Provide access to up to date education and training for local health department (LHD) Bureau of Immunization staff members, health care providers and the general public.**

**Objective 4-A:**

Promote immunizations and provide up-to-date, relevant education materials to patients, consumer groups, employee health services, long term care facilities, schools, colleges, and providers in your jurisdiction on an ongoing basis.

**Activities:**

- Disseminate current CDC, NYSDOH educational materials.
- Provide feedback to NYSDOH regional and central office staff regarding how state and federal materials are used, gaps in information, updates needed, etc.

**Activities:**

1. LHU will promote immunizations to patients through the following :
  - a. Newspapers and PSAs.
  - b. Oneida County website (includes clinic schedules and current immunization recommendations) will be kept up-to-date with current immunization information and reviewed on a quarterly basis.
  - c. Four health fairs (at minimum) will be attended by health department staff where education materials be provided.
  - d. Patients will receive current VIS and one-on-one counseling at time of immunization visit at LHU.

2. Immunizations will be promoted periodically to expose consumer groups through newspapers and PSAs. Oneida County website (includes clinic schedules and current immunization recommendations) will be kept up-to-date with current immunization information and reviewed on a quarterly basis.
3. LHU will provide vaccine and technical assistance to local adult homes and nursing homes in collaboration with NYSDOH Immunization Program staff.
4. An annual in-service is provided to area school nurses. Information on clinic schedules, updated immunization requirements and recommendations are offered.
5. LHU will provide immunization updates to child care providers and providers' offices and college health services.
6. The LHU will provide feedback to NYSDOH regional office at Local Coalition Meetings and IAP/NYSACHO quarterly conferences.

**Objective 4-B:**

Implement the Vaccine Management Education plan you developed in fiscal year 2009 to VFC and SCHIP providers in your county.

**Activities:**

Implement the County-written education plan, to including:

- Use of this curriculum (e.g. specific [www.immunize.org](http://www.immunize.org) (IAC) materials, CDs, or specific handouts from CDC or other organizations)
- The proposed methods/venues for training (e.g. county based meetings, regional conferences, county presentation at a professional society meeting, supplemental meeting at AFIX follow-up visits, scheduled visits, drop-in visits, web training, etc.)
- Tracking provider attendance at the venues, to target for future venues those not yet reached by the county.
- Resources required and related cost data.

Each quarter, report on the progress of implementation, including the number and percentage of providers educated.

**Note: Any county who did not develop the plan and/or consult with the NYS Regional Office staff as required during fiscal year 2009 must submit the plan for consultation/review by the end of the first quarter of this year so it can be implemented. LHU will have in place by June 30, 2010 the Vaccine Management Education Plan for private providers.**

**Objective 4-C:**

By the end of the grant year, local health departments will identify gaps in education materials used with American Indians serviced by tribal clinics, Indian Health Service area offices and service units, and other entities that provide medical services to American Indians

**Activities:**



- Work with regional office staff in identifying culturally relevant education needs, gaps and report to Central Office.
- Work with Regional office to get appropriate education materials to the providers that service this population.

LHU has never been able to identify any gaps located in Oneida County for American Indians.

**Objective 4-D:**

During the grant year, plan activities within your jurisdiction to promote National Influenza Vaccination Week and at least one other immunization observance.

**Activities:**

Use designated times to promote immunizations: National Infant Immunization Week (NIIW), National Immunization Awareness Month, National Adult Immunization Week, and National Influenza Vaccination Week.

**Activities:**

1. LHU in conjunction with the Public Information Officer will schedule radio broadcasts to coincide with designated times (National Infant Immunization Week, National Immunization Awareness Month, National Adult Immunization Week, and National Influenza Vaccination Week) to promote immunizations (i.e. PSA's, work with Health Education and Public Information Officer, utilize County website).
2. Will confer message through local health department website when appropriate.

**Objective 4-E:**

By March 31, 2010 LHD immunization staff will be provided access to immunization education and training.

**Activities:**

- Ensure all LHD Bureau of Immunization staff view the CDC's *Epidemiology and Prevention of Vaccine Preventable Diseases* program.
- Ensure all LHD Bureau of Immunization staff view CDC's annual *Adult Immunization Update* (live or taped).
- Ensure all LHD Bureau of Immunization staff view CDC's annual *Immunization Update* (live or taped).
- Ensure LHD staff attend appropriate conferences and meetings such as the National Immunization Conference, annual NYSDOH Immunization meeting.

**Activities:**

1. LHU will continue to ensure all LHD immunization program staff view the CDC's *Epidemiology and Prevention of Vaccine Preventable Diseases* program.

**Goal 5: Perinatal Hepatitis B**

**Be a Liaison with local and regional perinatal hepatitis B program managers or conduct perinatal hepatitis B activities to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-e, subpart 69-3.**

**Objective 5-A:**

Continue to facilitate and assist in coordination of ongoing local perinatal hepatitis B initiatives and activities mandated by Public Health Law 2500-e. These activities emphasize the importance of working collaboratively to reduce/eliminate perinatal hepatitis B transmission from mother to newborn, by conducting joint hospital lot-quality assurance visits and strengthening partnerships among state, local and hospital health care professionals.

**Activities:**

Be a Liaison with county epidemiology and/or perinatal hepatitis B staff or conduct perinatal hepatitis B activities to:

- Coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. Ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
- Identify and monitor all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
- Participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. NYS Bureau of Immunization regional staff will schedule these site visits and invite county staff to participate.
- Provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose initiative to achieve a 90 % universal birth dose coverage for all newborns.

**Activities:**

1. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. The LHU will ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
2. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to complete all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
3. The LHU will work with county perinatal hepatitis B to participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits.

### **Goal 5: Perinatal Hepatitis B**

**Be a Liaison with local and regional perinatal hepatitis B program managers or conduct perinatal hepatitis B activities to reduce perinatal hepatitis B transmission, in accordance with New York State Public Health Law, Title 10 NYCCRR, Section 2500-e, subpart 69-3.**

#### **Objective 5-A:**

Continue to facilitate and assist in coordination of ongoing local perinatal hepatitis B initiatives and activities mandated by Public Health Law 2500-e. These activities emphasize the importance of working collaboratively to reduce/eliminate perinatal hepatitis B transmission from mother to newborn, by conducting joint hospital lot-quality assurance visits and strengthening partnerships among state, local and hospital health care professionals.

#### **Activities:**

Be a Liaison with county epidemiology and/or perinatal hepatitis B staff or conduct perinatal hepatitis B activities to:

- Coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. Ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
- Identify and monitor all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
- Participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. NYS Bureau of Immunization regional staff will schedule these site visits and invite county staff to participate.
- Provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose initiative to achieve a 90 % universal birth dose coverage for all newborns.

#### **Activities:**

1. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to coordinate with hospitals and health care providers to provide case management for infants of HBsAg-positive women. The LHU will ensure completion of the 3-dose hepatitis B vaccine series and post-vaccination serologic testing. Ensure reporting of this data to NYSDOH in a timely manner.
2. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to complete all perinatal hepatitis B investigations through the Clinical Disease Electronic Surveillance System (CDESS) within identified timeframes.
3. The LHU will work with county perinatal hepatitis B to participate in lot-quality assurance (LQA) site visits at area birthing hospitals conducted by the NYSDOH regional staff. LQA site visits are conducted to evaluate and ensure compliance with perinatal hepatitis B guidelines as well as public health law and regulations. The perinatal hepatitis B coordinator will accompany NYSDOH staff to all LQA visits.

4. The LHU will liaison with county epidemiology and/or perinatal hepatitis B staff to provide technical assistance and advice to encourage area birthing hospitals enrolled in the hepatitis B vaccine birth dose 90% initiative to achieve universal birth dose coverage for all newborns.

## Appendix G

### NOTICES

All notices permitted or required hereunder shall be in writing and shall be transmitted either:

- (a) via certified or registered United States mail, return receipt requested;
- (b) by facsimile transmission;
- (c) by personal delivery;
- (d) by expedited delivery service; or
- (e) by e-mail.

Such notices shall be addressed as follows or to such different addresses as the parties may from time to time designate:

#### State of New York Department of Health

Name: James Antoniak

Title: Health Program Administrator

Address: Bureau of Immunization

Telephone Number: (518) 473-4437

Facsimile Number: (518) 474-1495

E-Mail Address: jxa03@health.state.ny.us

#### [Insert Contractor Name]

Name: Daniel W. Gilmore

Title: Public Health Director

Address: Oneida County Health Department

Patient Clinic Services

406 Elizabeth St.

Utica, New York 13501

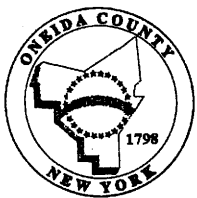
Telephone Number: (315) 798-6400

Facsimile Number: (315) 798-6138

E-Mail Address: dgilmore@ocgov.net

Any such notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or email, upon receipt.

The parties may, from time to time, specify any new or different address in the United States as their address for purpose of receiving notice under this AGREEMENT by giving fifteen (15) days written notice to the other party sent in accordance herewith. The parties agree to mutually designate individuals as their respective representative for the purposes of receiving notices under this AGREEMENT. Additional individuals may be designated in writing by the parties for purposes of implementation and administration/billing, resolving issues and problems, and/or for dispute resolution.



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

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

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

FN 20 10 - 301

RECEIVED  
 ONEIDA COUNTY LEGISLATURE  
 2010 JUL 19 PM 12: 21

July 15, 2010

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

**EDUCATION, YOUTH**

**WAYS & MEANS**

Honorable Members:

I am forwarding the proposed 2010-2011 Operating Budget for the Mohawk Valley Community College (MVCC), which was approved by the Board of Trustees at their May 17, 2010 meeting and then amended to accommodate the cuts by New York State. It is anticipated the amended budget will be approved at the next Board of Trustees meeting on July 19, 2010. This proposed budget has gross expenditures of \$47,828,521, a 6.11% increase over the 2009-2010 budget.

This budget calls for a local sponsor share of \$7,280,100, which is the exactly the same amount of the sponsor share in the 2009-2010 and the 2008-2009 operating budgets.

We have performed a lengthy review of this budget with the full cooperation of President VanWagoner, his staff and the Board of Trustees.

As is more fully set forth in the attached correspondence from President Van Wagoner, the proposed budget reflects a modest growth in expenditures, with net 12.0 positions added which includes six faculty positions, two student support positions, three tech-related positions and one support position.

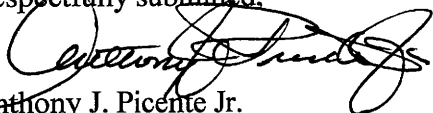
The New York State aid rate to MVCC was originally reduced \$130 by New York State and then the state reduced by another \$285 for a total reduction of \$415. This means the state aid is going from \$2,675 per student FTE to \$2,260 per student FTE. The Board also approved tuition of \$3,400 per year for a full-time student and \$120 per credit hour for part-time students. This represents a \$50 per year increase in the full-time tuition and no increase in the credit hour rate for part-time students.

The amended budget also calls for using \$4 million of its fund balance which is an increase of \$1 million over the previous budget. The fund balance will be approximately \$3 million which represents a little more than the 5% minimum recommended by the state.

In view of all of the circumstances, I support the requested no increase in our local share. Keeping the local share stable will serve to demonstrate our continuing commitment to maintaining Mohawk Valley Community College as an affordable institution of quality education in Oneida County. I believe that this is a sound and responsible budget. I urge your early consideration for approval and respectfully request your full board act on this legislation at your **August 11, 2010** meeting.

217

Respectfully submitted,



Anthony J. Picente Jr.  
Oneida County Executive

AJP:tbk

Attach.

CC: Chairperson, MVCC Board of Trustees  
President, MVCC  
Comptroller  
County Attorney  
Budget



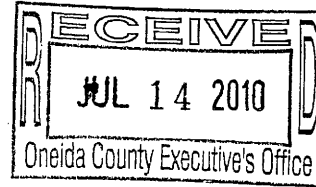
**Mohawk Valley Community College**

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

Office of the President  
315-792-5333  
fax 315-792-5678

July 12, 2010

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



Dear Mr. *Jerry* Picente:

Per our conversation, I am pleased to submit the Mohawk Valley Community College (MVCC) 2010-11 Budget Request approved by our Board of Trustees at the May 17, 2009 meeting and adjusted to reflect further reductions in state aid. Shortly after the original proposed budget was approved with a \$130 per FTE reduction in state aid, we received word from Albany that an additional \$285 per FTE reduction would need to be included. It is anticipated that the MVCC Board of Trustees will approve the adjusted budget with a lower overall spending authority at their July 19, 2010 meeting. I am submitting this for your consideration to keep us on track with getting the final budget to SUNY in August. I will contact your office on Tuesday, July 20<sup>th</sup> to communicate the MVCC Board's action on this budget.

We were able to accommodate the additional reduction in state aid (totaling approximately \$1.5 million) through an additional \$1 million in fund balance, reducing equipment requests \$165,000 (25%), increasing our enrollment projection an additional half percent, and adjusting personnel requests to balance the budget.

Overall, the proposed budget represents an increase of 6.11% and **requests level funding equal to last year in sponsor support from Oneida County (\$7,280,100)**. This has been an exciting year for the College as we have continued our string of ten consecutive semesters with an enrollment increase, launched a major gifts campaign through our foundation, nearly completed an update of our Campus Master Plan, begun construction of the Jorgensen Athletic Center, and identified a number of compelling initiatives for the upcoming year that guide this budget request (See attached.)

Our Strategic Plan continues to provide focus and direction for resource allocations at the College and provides a solid foundation for this budget request. The proposed budget includes a \$50 increase in full-time tuition from \$3,350 to \$3,400 (1.49%) and no increase to the part-time tuition rate of \$120 per credit hour. State base aid to community colleges was reduced to \$2,260 per aidable FTE (an 18.3% decrease). However, MVCC anticipates an enrollment increase of approximately 8.3% this year that combines with an anticipated 3.5% enrollment increase for next year to limit the effect of the decrease in state aid. In addition, the proposed budget includes an appropriation from the general reserve in the amount of \$4,000,000 – providing for an estimated reserve balance of \$3,000,000, slightly above the minimum 5% reserve balance requested of us by the state.



The significant enrollment growth and increased connections demonstrate that our community needs MVCC as much as ever in meeting the educational needs of graduating high school seniors, unemployed and underemployed individuals, as well as working adults. Guided by our Strategic Plan we have aggressively pursued new partnerships with Utica Municipal Housing Authority and Johnson Park to bring hope and opportunity to Cornhill and leveraged our private sector partnerships to secure a \$2.78 million dollar Community Based Job Training grant in cybersecurity. As we look to the future, our updated Campus Master Plan not only provides a comprehensive look at both the Rome and Utica campuses, but also provides an integrated guide for facility planning at MVCC for the next 20 years.

Although we are increasing tuition for full-time students, access to MVCC programs and services remains a priority. We have frozen part-time tuition and are amplifying our fundraising efforts by launching a \$7 million major gifts campaign through the MVCC Foundation. This unprecedented effort by the Foundation will not go to offset operating expenses, but rather secure the future by endowing the Presidential Scholarship and providing critical resources for initiatives that will allow MVCC to break barriers, create opportunity, play a role in economic revitalization and amplify the educational excellence that exists at MVCC.

With the significant reductions in state aid, the importance of meeting community needs and enrollment growth are as critical as ever. Therefore, we continue to invest in strategic personnel and operations to accommodate the recent growth and create capacity for continued growth. A summary of priority expenditures in the 2010-11 budget request includes:

- The total number of budgeted positions increased by a net of twelve new positions consisting of:
  - a. 6 faculty (Surgical Technology; Allied Health; Developmental Writing; Developmental Chemistry; Reading; Psychology);
  - b. 2 student support positions (College Advisor; Coordinator of Transfer Services);
  - c. 3 tech-related positions (Programmer; Instructional Designer; Media Content Coordinator);
  - d. 1 support position to work with the expansion of our cultural series and community events.
- A couple of full-time temporary positions to accommodate anticipated short-term growth and personnel needs.
- Adjunct faculty have been critical to the flexibility required to meet the significant enrollment demand. As a result, the proposed budget represents an increase in adjunct faculty pay of \$100 per credit hour.
- We continue to plan for strategic updates of furniture in classrooms and labs.
- Annual contractual obligations for collective bargaining agreements are accounted for in the proposed budget.
- After increasing the budget for instructional equipment 55.8% two years ago and 9% last year, the equipment line is down about 19% this year as a result of changes in state aid and the use of fund balance this year for one time purchases.

Thank you in advance for your timely consideration and support of this request. We have made every effort to control costs and identify alternative revenue sources, including a tuition increase, and large fund balance appropriations to offset significant state aid reductions and limit support needed from the County. I hope that you will find our Strategic Plan and associated budget request compelling and worthy of your support to then forward it to the Oneida County Board of Legislators for approval.

Sincerely,



Randall J. VanWagoner, Ph.D.  
President

cc: MVCC Board of Trustees  
Gerald Fiorini, Chairman of the Board  
Ed Welsh, Vice Chairman of the Board  
David Wood, Majority Leader  
Stephen Roefaro, Assistant Majority Leader  
Brian Miller, Assistant Majority Leader  
Patricia Hudak, Minority Leader  
Michael Clancy, Assistant Minority Leader  
William Goodman, Assistant Minority Leader  
Rose Ann Convertino, Assistant Minority Leader  
Les Porter, Chairman, Ways and Means  
Al Candido, Chief of Staff  
Tom Keeler, Budget Director  
Joe Timpano, Comptroller  
Mikale Billard, Clerk of Board

## ATTACHMENT

**Vision Statement:** To transform lives by creating an innovative learning environment that meets the needs of our rapidly changing communities.

**Mission Statement:** Mohawk Valley Community College promotes student success and community involvement through a commitment to excellence and a spirit of service.

**Statement of Purpose:** As a diverse institution with a global view, Mohawk Valley Community College provides opportunities for affordable education, with support from Oneida County and the State of New York, and offers career, transfer and transitional education, programs for personal and cultural enrichment, and supports community and economic development.

**Values Statement:** The following core values guide the operation and work of Mohawk Valley Community College:

- Learning
- Accessibility
- Affordability
- Collaboration
- Diversity
- Excellence
- Integrity

<b>2010-11 Annual Plan Strategic Directions and Annual Initiatives</b>
--

### I. Student Success

#### **I.A. Enhance the overall student intake system**

- I.A.1 Image student records and make them available to the appropriate offices.
- I.A.2 Implement structural/process changes for ease of access to College services.

#### **I.B. Strengthen the overall student support system**

- I.B.1 Review/realign systems to create transparent processes for students.
- I.B.2 Build on college-wide quality service initiatives.
- I.B.3 Continue implementation of a degree audit system.
- I.B.4 Evaluate/modify/develop first-year experience initiatives.
- I.B.5 Review systems and programs that serve non-traditional students and make changes as necessary.
- I.B.6 Monitor and make appropriate changes to the College's website to increase utilization.
- I.B.7 Create and implement a comprehensive student retention plan.

#### **I.C. Review and refine systems to increase support for under-prepared students**

- I.C.1 Review/implement recommendations of the Design Team dealing with underprepared students.

### II. Academic Excellence

#### **II.A. Develop a culture common to students, faculty, and staff that values learning**

- II.A.1 Implement additional professional development opportunities for faculty and staff.
- II.A.2 Document the use of assessment results in an effort to improve student learning.
- II.A.3 Create and implement an integrated plan for on- and off-campus international endeavors.

## **II.B. Strengthen Academic Programs**

- II.B.1 Implement and assess processes for considering new and reviewing existing academic programs.
- II.B.2 Create, implement and assess marketing strategies to identify and support signature programs.

## **II.C. Diversify learning opportunities for students.**

- II.C.1 Review and begin to implement Design Teams recommendations dealing with learning communities, virtual campus, and scheduling.

## **III. Creative Partnerships**

### **III.A. Increase educational partnerships.**

- III.A.1 Coordinate local P-20+ activities to provide articulation, transfer, and career opportunities.
- III.A.2 Develop partnerships with community organizations and/or other colleges to serve the region.

### **III.B. Expand workforce development efforts.**

- III.B.1 Collaborate to provide credit and non-credit programming
- III.B.2 Offer workforce development courses/programs/services for emerging and high-demand occupations.

## **IV. Vibrant Culture**

### **IV.A. Strengthen faculty and staff communication.**

- IV.A.1 Evaluate the college-wide impact of the reorganizations and make modifications as appropriate.
- IV.A.2 Refine the use of metrics and measurements for more informed decision making.

### **IV.B. Enhance the overall working environment for faculty and staff.**

- IV.B.1 Assess the employee recognition and support systems and modify as appropriate.
- IV.B.2 Implement additional campus safety/emergency response measures.

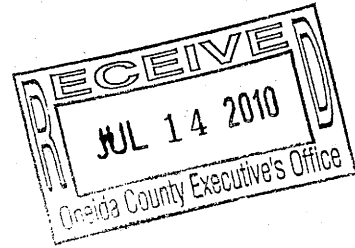
## **V. Leveraged Resources**

### **V.A. Expand resources that support learning.**

- V.A.1 Create/increase endowments for ACCESS and Presidential Scholarship Funds.
- V.A.2 Identify and pursue additional grants to advance institutional priorities.

### **V.B. Create a more learner-centered physical environment**

- V.B.1 Prioritize the recommendations in the Campus Master Plan.
- V.B.2 Implement Committee recommendations for classroom improvements.
- V.B.3 Implement a comprehensive sustainability plan for the College.



**MOHAWK VALLEY COMMUNITY  
COLLEGE**

**2010-11 OPERATING BUDGET  
REQUEST**

Board of Trustees Meeting  
July 19<sup>th</sup>, 2010

**Mohawk Valley Community College  
2009 - 2010 to 2010 - 2011  
Budget Request**

**Date July 19, 2010**

Full Time Tuition: \$ 3,400  
 Part Time Tuition: \$ 120  
 Chargeback Rate: \$ 1,620  
 State Aid: \$ 2,260

	Adopted 2009 - 10 Budget	Percent of Net Budget (1)	2010 - 11 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
<b>Estimated Revenues:</b>						
Tuition	\$ 15,589,775	37.53%	\$ 18,552,240	\$ 2,962,465 (3)	19.00%	41.94%
State Aid	\$ 12,879,613	31.01%	\$ 12,161,091	\$ (718,522)	-5.58%	27.49%
Chargebacks	\$ 2,455,750		\$ 1,903,500	\$ (552,250)	-22.49%	
Out-of-State	\$ 335,000		\$ 340,000	\$ 5,000	1.49%	
Fed Aid/Offsets	\$ 2,357,101		\$ 2,349,700	\$ (7,401)	-0.31%	
Fund Balance	\$ 3,000,000		\$ 4,000,000	\$ 1,000,000	33.33%	
Sponsor Appropriation	\$ 7,280,100	31.47% (2)	\$ 7,280,100	\$ -	0.00%	30.57%
Subtotal:	\$ 43,897,339	100.0%	\$ 46,586,631	\$ 2,689,292	6.13%	100.0%
<b>Grants &amp; Non Credit: (4)</b>						
Grants & Non Credit:	\$ 450,000		\$ 450,000	\$ -	0.00%	
Non-Credit Offsets	\$ 725,480		\$ 791,890	\$ 66,410	9.15%	
Subtotal:	\$ 1,175,480		\$ 1,241,890	\$ 66,410	5.65%	
<b>Grand Total:</b>	\$ 45,072,819		\$ 47,828,521	\$ 2,755,702	6.11%	

225

**Mohawk Valley Community College  
2009 - 2010 to 2010 - 2011  
Budget Request**

Date July 19, 2010

	Adopted 2009 - 10 Budget	Percent of Net Budget	2010 - 11 Request	Increase (Decrease)	Percent Change	Percent of Net Budget
<b>Appropriations:</b>						
<b>General Operating:</b>						
Personal Services	\$ 25,762,567	58.69%	\$ 28,239,558	\$ 2,476,991	9.61%	60.62%
Equipment	\$ 590,500	1.35%	\$ 500,000	\$ (90,500)	-15.33%	1.07%
Contractual	\$ 8,434,272	19.21%	\$ 8,228,073	\$ (206,199)	-2.44%	17.66%
Fringe Benefits	\$ 9,110,000	20.75%	\$ 9,619,000	\$ 509,000	5.59%	20.65%
Subtotal	\$ 43,897,339	100.00%	\$ 46,586,631	\$ 2,689,292	6.13%	100.00%
<b>Grants &amp; Non Credit:</b>						
Personal Services	\$ 601,280	51.15%	\$ 615,390	\$ 14,110	2.35%	49.55%
Equipment	\$ 60,000	5.10%	\$ 60,000	\$ -	0.00%	4.83%
Contractual & Fringe Benefits	\$ 514,200	43.74%	\$ 566,500	\$ 52,300	10.17%	45.62%
Subtotal	\$ 1,175,480	100.00%	\$ 1,241,890	\$ 66,410	5.65%	100.00%
<b>Grand Total:</b>	\$ 45,072,819		\$ 47,828,521	\$ 2,755,702	6.11%	

**Footnotes:**

- (1) Net Operating Budget = Total budget - (Offset + "Cost not Allowable for State Aid").
- (2) Local Share = Sponsor + Fund Balance + Chargebacks + Out-of-State
- (3) Full-time Tuition increase of \$50, 1.5%
- (4) 100% Offset to Expense - self-sustaining programs.

226

**Mohawk Valley Community College  
2009 - 10 State Aid Calculations**

Date July 19, 2010

			<b>Actual</b>
Fundable FTE's -	2007 - 08		4,559.0
Fundable FTE's -	2008 - 09		4,812.3
Fundable FTE's -	2009 - 10		5,320.0
<b>Weighting Factors x Actual Funded FTE</b>			
2007 - 08	20%	4,559.0	911.8
2008 - 09	30%	4,812.3	1,443.7
2009 - 10	50%	5,320.0	2,660.0
Weighted Average			5,015.5
Funded FTE = Greater Weighted average or prior year's actual			5,320.0
Base State Aid	\$ 2,260		\$ 12,023,200
Rental	\$ 100,000	39.6%	\$ 39,612
Funding High Needs Programs			\$ 98,279
Total Budgeted State Aid 2009 -10			\$ 12,161,091

227



**Mohawk Valley Community College  
2010 - 11 Tuition Computation Calculations**

Date July 19, 2010

	Head Ct	Cr. Hrs.	Rate	Tuition
Full Time			\$ 3,400	
Fall 2009	4,557.0	67,712.0		
Spr. 2010	4,367.0	64,203.0		
Average	4,462.0			\$ 15,170,800
Part Time - Regular			\$ 120	
Fall 2009		8,894.0		\$ 1,067,280
Spr. 2010		9,569.0		\$ 1,148,280
Part Time - High School Program				
Fall 2009		3,709.0		\$ 148,360
Spr. 2010		3,928.0		\$ 157,120
Sum 2009		7,170.0		\$ 860,400
Total Part Time		33,270.0		\$ 3,381,440
Total Tuition 2009-10				\$ 18,552,240
Total Credit Hours		165,185.0		
Total FTE		5,506.2		

**DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID  
2010 - 2011 Budget Request**

<b>Date July 19, 2010</b>	<b>Actual 2008 - 09</b>	<b>Budget 2009 - 10</b>	<b>Budget 2010 - 11</b>
<b>Offset to Expense</b>			
Day Care	\$47,094	\$50,000	\$50,000
Air Frame & PowerPlant Fee	\$166,425	\$150,000	\$120,000
Gymnasium	\$10,732	\$8,000	\$8,000
Technology Fee	\$894,433	\$840,000	\$900,000
Internet Course Fee	\$136,737	\$110,000	\$135,000
Late Fees	\$4,110	\$3,000	\$3,500
Transcript Fees	\$31,863	\$30,000	\$31,000
Credit by Exam/Life Experience	\$7,170	\$8,500	\$7,000
Protested Check Fee	\$1,060	\$1,000	\$1,000
Interest Earnings	\$131,115	\$70,000	\$50,000
Rental of Facilities	\$72,953	\$75,000	\$75,000
Forfeiture of Deposits	\$7,200	\$8,000	\$0
Sale of Equipment	\$14,125	\$5,000	\$5,000
Refund of Prior Year Expense	\$0	\$50,000	\$50,000
Child Care (State Aid)	\$23,688	\$20,000	\$20,000
Commissions/Vending	\$22,615	\$25,000	\$25,000
Millennium Reimbursement	\$0	\$50,000	\$0
Parking Fines	\$10,855	\$5,000	\$5,000
Library Fines (Copier)	\$3,372	\$2,500	\$2,500
Foundation - Reimbursement	\$5,395	\$13,000	\$0
Dorm Utility Charges	\$187,929	\$235,000	\$200,000
Dorm Staff Charges	\$67,658	\$123,200	\$123,200
Nursing Proficiency Exam	\$2,500	\$2,000	\$2,500
Nursing IV Diagnostic Readiness Test	\$4,850	\$4,500	\$4,500
Nursing Lab Fee	\$59,075	\$65,000	\$60,000
Food Service Income	\$9,037	\$5,000	\$5,000
Building & Security Services	\$6,189	\$7,500	\$7,500
Art Studio Lab Fee (\$20 - \$60)	\$29,425	\$30,000	\$30,000
Welding Fee \$100	\$12,725	\$8,000	\$12,000
Other Miscellaneous	\$352,643	\$188,044	\$229,000
<b>Total Other Offsets</b>	<b>\$2,322,973</b>	<b>\$2,192,244</b>	<b>\$2,161,700</b>
<b>FEDERAL AID</b>			
USDA - Child Care	\$8,069	\$9,500	\$9,500
VA Reporting Fees	\$1,233	\$1,500	\$1,500
Fed. Funds Admin. Allowance	\$45,769	\$48,000	\$48,000
Federal Work Study	\$83,456	\$105,857	\$129,000
<b>Total Federal Aid</b>	<b>\$138,527</b>	<b>\$164,857</b>	<b>\$188,000</b>
<b>Total Offsets/Federal Aid:</b>	<b>\$2,461,500</b>	<b>\$2,357,101</b>	<b>\$2,349,700</b>

**DETAIL FOR OFFSETS TO EXPENSE AND FEDERAL AID  
2010 - 2011 Budget Request**

<b>Date July 19, 2010</b>	<b>Actual 2008 - 09</b>	<b>Budget 2009 - 10</b>	<b>Budget 2010 - 11</b>
Balance Forward:	<u>\$2,461,500</u>	<u>\$2,357,101</u>	<u>\$2,349,700</u>
Grants and Non-Credit			
Grants	\$992,784	\$450,000	\$450,000
Contract Course Fees	\$238,519	\$276,080	\$288,945
Self Sustaining Non Credit Offerings	\$894,388	\$449,400	\$502,945
Total Grants & Non-Credit	<u>\$2,125,691</u>	<u>\$1,175,480</u>	<u>\$1,241,890</u>
Grand Total:	<u><u>\$4,587,191</u></u>	<u><u>\$3,532,581</u></u>	<u><u>\$3,591,590</u></u>

230

231

Date July 19, 2010	MVCC 2010 - 11 Operating Budget Request											
	PERSONAL SERVICE		CONTRACTUAL		EQUIPMENT		TOTAL					
	2009 - 10 Original Budget	2009 - 10 Amended Budget	2010 - 11 Requested Budget	% Chg.	2009 - 10 Original Budget	2009 - 10 Amended Budget	2010 - 11 Requested Budget	% Chg.	2009 - 10 Original Budget	2009 - 10 Amended Budget	2010 - 11 Requested Budget	% Chg.
DEPARTMENT												
Grants * #	\$ 313,500	\$ 627,365	\$ 313,500	0.0%	\$ 76,500	\$ 439,511	\$ 76,500	0.0%	\$ 60,000	\$ 284,023	\$ 60,000	0.0%
Community Services *	\$ 107,700	\$ 107,700	\$ 117,945	9.5%	\$ 39,700	\$ 39,700	\$ 63,000	58.7%				22.8%
Corporate Programs *	\$ 180,080	\$ 180,080	\$ 183,945	2.1%	\$ 398,000	\$ 398,000	\$ 427,000	7.3%				5.7%
Subtotal Offset Items	\$ 601,280	\$ 915,145	\$ 615,390	2.3%	\$ 514,200	\$ 877,211	\$ 566,500	10.2%	\$ 60,000	\$ 284,023	\$ 60,000	0.0%
VP Learning & Academic Affairs	\$ 966,762	\$ 966,762	\$ 957,758	0.1%	\$ 207,450	\$ 207,450	\$ 166,400	-19.8%	\$ 150,500	\$ 150,500	\$ 150,500	-100%
Student Serv Center	\$ 503,015	\$ 502,015	\$ 532,571	5.9%	\$ 26,050	\$ 26,050	\$ 32,600	25%				8.8%
Business & Information Tech	\$ 1,205,413	\$ 1,205,413	\$ 1,177,074	-2.4%	\$ 1,650	\$ 1,650	\$ 6,350	284.8%				-10.3%
Engineering Tech. & The Trades	\$ 1,104,116	\$ 1,104,116	\$ 1,145,761	3.8%	\$ 79,700	\$ 79,700	\$ 90,820	11.0%				13.5%
Carpentry & Masonry	\$ 108,333	\$ 108,333	\$ 128,333	19.4%	\$ 18,200	\$ 18,200	\$ 12,000	-34.1%				-41.7%
Welding	\$ 174,881	\$ 174,881	\$ 193,026	10.4%	\$ 56,300	\$ 56,300	\$ 55,000	-1.5%				-2.3%
Artframe & Power Plant	\$ 522,832	\$ 522,832	\$ 471,611	-9.8%	\$ 56,500	\$ 56,500	\$ 51,000	-9.7%				-16.1%
Computer Information Science	\$ 101,115	\$ 101,115	\$ 131,115	29.7%	\$ 30,550	\$ 30,550	\$ 32,130	5.2%				5.2%
Engineering, Computer, & Physical Sci's	\$ 704,329	\$ 704,329	\$ 679,344	-3.6%	\$ 29,800	\$ 29,800	\$ 32,130	7.7%				7.7%
Developmental Studies	\$ 310,010	\$ 310,010	\$ 832,645	168.6%	\$ 300,000	\$ 300,000	\$ 48,000	16.0%				5.3%
Dial Credit	\$ 40,495	\$ 40,495	\$ 92,615	128.7%	\$ 53,500	\$ 53,500	\$ 53,500	0.0%				0.0%
Humanities	\$ 1,163,355	\$ 1,163,355	\$ 1,073,627	-7.7%	\$ 53,500	\$ 53,500	\$ 48,000	-10.3%				-9.7%
Languages	\$ 1,394,322	\$ 1,394,322	\$ 1,408,200	1.0%	\$ 20,200	\$ 20,200	\$ 19,700	-2.5%				-2.5%
Criminal Justice	\$ 161,378	\$ 161,378	\$ 207,223	28.4%	\$ 400	\$ 400	\$ 2,050	400.0%				400.0%
Social Sciences	\$ 452,302	\$ 452,302	\$ 452,867	0.1%	\$ 79,000	\$ 79,000	\$ 81,825	3.6%				3.6%
Mathematics	\$ 968,054	\$ 968,054	\$ 823,171	-15.0%	\$ 1,655	\$ 1,655	\$ 2,000	20.1%				20.1%
History & Geography	\$ 94,603	\$ 94,603	\$ 92,748	-2.0%	\$ 0	\$ 0	\$ 1,500	100.0%				100.0%
Education	\$ 148,062	\$ 148,062	\$ 247,062	66.9%	\$ 77,700	\$ 77,700	\$ 96,750	24.5%				24.5%
Life Sciences	\$ 927,743	\$ 927,743	\$ 964,178	3.9%	\$ 64,200	\$ 64,200	\$ 65,400	1.9%				1.9%
Hospitality Program	\$ 251,835	\$ 251,835	\$ 228,468	-9.3%	\$ 54,000	\$ 54,000	\$ 53,400	-1.1%				-1.1%
Nursing	\$ 923,680	\$ 923,680	\$ 904,740	-2.1%	\$ 92,000	\$ 92,000	\$ 89,000	-3.3%				-3.3%
Psychology, Human Serv & Education	\$ 778,870	\$ 778,870	\$ 804,572	3.3%	\$ 13,800	\$ 13,800	\$ 12,900	-6.5%				-6.5%
Allied Health	\$ 130,590	\$ 130,590	\$ 186,083	42.5%	\$ 5,700	\$ 5,700	\$ 6,650	16.7%				16.7%
Respiratory Care	\$ 284,756	\$ 284,756	\$ 280,714	-1.4%	\$ 12,275	\$ 12,275	\$ 7,830	-36.2%				-78.2%
Health Information Tech	\$ 23,347	\$ 23,347	\$ 62,167	166.3%	\$ 1,400	\$ 1,400	\$ 1,400	0.0%				0.0%
Medical Assistant/Assisting	\$ 688,139	\$ 688,139	\$ 676,177	-1.7%	\$ 17,337	\$ 17,337	\$ 15,957	-8.0%				-8.0%
Physical Education	\$ 308,317	\$ 308,317	\$ 314,513	2.0%	\$ 14,500	\$ 14,500	\$ 24,500	69.0%				69.0%
Corp. & Customized Trng - CCED	\$ 107,261	\$ 107,261	\$ 113,025	5.4%	\$ 0	\$ 0	\$ 3,200	100.0%				100.0%
Art Infusion	\$ 97,586	\$ 97,586	\$ 106,642	9.3%	\$ 0	\$ 0	\$ 48,500	100.0%				100.0%
Community Restoration Initiative	\$ 81,992	\$ 81,992	\$ 90,425	10.3%	\$ 0	\$ 0	\$ 7,900	100.0%				100.0%
P-20 ARC	\$ 75,645	\$ 75,645	\$ 80,823	6.8%	\$ 0	\$ 0	\$ 6,000	100.0%				100.0%
Info Tech - Educational Applications	\$ 249,654	\$ 249,654	\$ 261,654	4.8%	\$ 309,941	\$ 309,941	\$ 254,244	-18.0%	\$ 330,000	\$ 330,000	\$ 330,000	0.0%
Total Inst w/o Grants & Offsets:	\$ 15,327,272	\$ 15,328,272	\$ 16,134,402	5.3%	\$ 1,541,233	\$ 1,541,233	\$ 1,527,881	-0.9%	\$ 480,500	\$ 480,500	\$ 480,500	0.0%
Total Instruction:	\$ 15,928,552	\$ 16,241,417	\$ 16,749,792	5.2%	\$ 2,055,493	\$ 2,418,504	\$ 2,094,381	-1.9%	\$ 540,500	\$ 764,523	\$ 60,000	-88.9%
Expenses are offset 100% by revenues:												
# Contractual amounts includes Fringe Benefit costs for grants:												

232

Date July 19, 2010																
MVCC 2010 - 11 Operating Budget Request																
DEPARTMENT	PERSONAL SERVICE				CONTRACTUAL				EQUIPMENT				TOTAL			
	Original Budget	Amended Budget	Requested Budget	% Chg.	Original Budget	Amended Budget	Requested Budget	% Chg.	Original Budget	Amended Budget	Requested Budget	% Chg.	Original Budget	Amended Budget	Requested Budget	% Chg.
Public Service	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ -	\$ -	\$ -	
Library	\$ 560,485	\$ 560,485	\$ 560,366	0.0%	\$ 426,400	\$ 426,400	\$ 412,000	-3.4%	\$ -	\$ -	\$ -		\$ 986,885	\$ 986,885	\$ 972,366	-1.5%
Tutoring Center	\$ 194,140	\$ 194,140	\$ 211,413	8.9%	\$ 2,500	\$ 2,500	\$ 2,500	0.0%	\$ -	\$ -	\$ -		\$ 196,640	\$ 196,640	\$ 213,913	8.8%
Education Technology	\$ 273,544	\$ 273,544	\$ 307,530	12.4%	\$ 183,500	\$ 183,500	\$ 203,625	11.0%	\$ -	\$ -	\$ -		\$ 457,044	\$ 457,044	\$ 511,155	11.8%
TOTAL	\$ 1,028,169	\$ 1,028,169	\$ 1,079,309	5.0%	\$ 612,400	\$ 612,400	\$ 618,125	0.9%	\$ -	\$ -	\$ -		\$ 1,640,569	\$ 1,640,569	\$ 1,697,434	3.5%
Rome Campus	\$ 416,903	\$ 416,903	\$ 423,319	1.5%	\$ 25,200	\$ 25,200	\$ 26,200	4.0%	\$ -	\$ -	\$ -		\$ 442,103	\$ 442,103	\$ 449,519	1.7%
VP Student Services	\$ 163,854	\$ 163,854	\$ 163,854	0.0%	\$ 55,950	\$ 55,950	\$ 66,700	19.2%	\$ -	\$ -	\$ -		\$ 219,804	\$ 219,804	\$ 230,554	4.9%
Counseling	\$ 209,129	\$ 209,129	\$ 203,120	-2.9%	\$ 10,650	\$ 10,650	\$ 20,750	94.8%	\$ -	\$ -	\$ -		\$ 219,779	\$ 219,779	\$ 223,870	1.9%
Student Activities	\$ 173,563	\$ 173,563	\$ 173,607	-1.1%	\$ 8,900	\$ 8,900	\$ 11,400	28.1%	\$ -	\$ -	\$ -		\$ 184,463	\$ 184,463	\$ 185,007	0.3%
Health Center	\$ 77,866	\$ 77,866	\$ 78,316	0.6%	\$ 6,200	\$ 6,200	\$ 5,700	-7.3%	\$ -	\$ -	\$ -		\$ 84,066	\$ 84,066	\$ 84,066	0.0%
Admissions	\$ 342,625	\$ 342,625	\$ 324,768	-5.2%	\$ 48,700	\$ 48,700	\$ 48,700	0.0%	\$ -	\$ -	\$ -		\$ 391,325	\$ 391,325	\$ 373,468	-4.6%
Svcs. To Students/Disabilities	\$ 97,548	\$ 97,548	\$ 119,752	22.8%	\$ 36,825	\$ 36,825	\$ 37,325	1.4%	\$ -	\$ -	\$ -		\$ 134,373	\$ 134,373	\$ 157,077	16.9%
Residence Life	\$ 84,877	\$ 84,877	\$ 87,648	3.3%	\$ 250	\$ 250	\$ 350	40.0%	\$ -	\$ -	\$ -		\$ 85,127	\$ 85,127	\$ 87,998	3.4%
Child Care	\$ 163,868	\$ 163,868	\$ 166,165	1.4%	\$ 17,500	\$ 17,500	\$ 19,500	11.4%	\$ -	\$ -	\$ -		\$ 181,368	\$ 181,368	\$ 185,665	2.4%
Athletics	\$ 268,595	\$ 268,595	\$ 250,606	-6.7%	\$ 26,000	\$ 26,000	\$ 28,300	8.8%	\$ -	\$ -	\$ -		\$ 294,595	\$ 294,595	\$ 278,906	-5.3%
Adult Learner	\$ -	\$ -	\$ 104,003		\$ -	\$ -	\$ 4,050		\$ -	\$ -	\$ -		\$ -	\$ -	\$ 108,053	
Career - Job Placement Svc	\$ 57,858	\$ 57,858	\$ 102,668	77.4%	\$ 10,850	\$ 10,850	\$ 7,900	-33.2%	\$ -	\$ -	\$ -		\$ 68,708	\$ 68,708	\$ 110,568	60.9%
Judicial Affairs	\$ 52,548	\$ 52,548	\$ 70,000	33.2%	\$ 1,000	\$ 1,000	\$ 2,500		\$ -	\$ -	\$ -		\$ 53,548	\$ 53,548	\$ 72,500	35.1%
International Students	\$ 43,100	\$ 43,100	\$ 41,145	-4.5%	\$ 8,550	\$ 8,550	\$ 8,550	0.0%	\$ -	\$ -	\$ -		\$ 51,650	\$ 51,650	\$ 49,695	-3.9%
Recruitment & Outreach	\$ 124,668	\$ 124,668	\$ 126,772	1.7%	\$ 161,577	\$ 161,577	\$ 136,000	-16%	\$ -	\$ -	\$ -		\$ 286,245	\$ 286,245	\$ 282,772	-1.2%
Registrar	\$ 395,087	\$ 395,087	\$ 442,875	12.1%	\$ 11,475	\$ 11,475	\$ 9,975	-13.1%	\$ -	\$ -	\$ -		\$ 406,562	\$ 406,562	\$ 452,850	11.4%
TOTAL Student Svcs.	\$ 2,257,186	\$ 2,257,186	\$ 2,455,299	8.9%	\$ 404,427	\$ 404,427	\$ 407,750	0.8%	\$ -	\$ -	\$ -		\$ 2,661,613	\$ 2,661,613	\$ 2,863,049	7.6%
VP Administrative Svcs.	\$ 164,530	\$ 164,530	\$ 164,530	0.0%	\$ 37,850	\$ 37,850	\$ 45,700	20.7%	\$ 100,000	\$ 100,000	\$ 97,401		\$ 302,380	\$ 299,781	\$ 700,230	131.6%
Finance Office	\$ 755,576	\$ 755,576	\$ 760,974	0.7%	\$ 133,900	\$ 133,900	\$ 150,350	12.3%	\$ -	\$ -	\$ 303		\$ 889,476	\$ 889,779	\$ 911,324	2.5%
Financial Aid	\$ 365,878	\$ 365,878	\$ 366,925	0.3%	\$ 2,900	\$ 2,900	\$ 2,800	-3.4%	\$ -	\$ -	\$ -		\$ 368,778	\$ 368,778	\$ 371,725	0.8%
Office Services	\$ 235,682	\$ 235,682	\$ 235,682	0.0%	\$ 553,500	\$ 553,500	\$ 503,250	-9.1%	\$ -	\$ -	\$ -		\$ 789,082	\$ 789,082	\$ 738,832	-6.4%
Human Resources	\$ 231,751	\$ 231,751	\$ 247,011	6.6%	\$ 69,400	\$ 69,400	\$ 89,750	51.1%	\$ 10,000	\$ 10,000	\$ 10,000		\$ 291,151	\$ 291,151	\$ 336,761	15.7%
Information Tech - Admn Applications	\$ 569,598	\$ 569,598	\$ 590,597	3.7%	\$ 500,821	\$ 500,821	\$ 547,866	9.4%	\$ 10,000	\$ 10,000	\$ 10,000		\$ 1,080,419	\$ 1,080,419	\$ 1,148,463	6.3%
TOTAL Admin Svcs.	\$ 2,322,915	\$ 2,322,915	\$ 2,367,619	1.9%	\$ 1,288,371	\$ 1,288,371	\$ 1,333,716	4.0%	\$ 110,000	\$ 110,000	\$ 107,704		\$ 3,721,266	\$ 3,718,990	\$ 4,207,335	13.1%
College Work Study	\$ 141,143	\$ 141,143	\$ 128,950	-8.6%	\$ -	\$ -	\$ -		\$ -	\$ -	\$ -		\$ 141,143	\$ 141,143	\$ 128,950	-8.6%
TOTAL - Page 2	\$ 6,166,316	\$ 6,167,316	\$ 6,454,496	4.7%	\$ 2,333,898	\$ 2,333,898	\$ 2,395,541	2.6%	\$ 110,000	\$ 107,704	\$ 500,000		\$ 8,610,214	\$ 8,609,918	\$ 9,350,037	8.6%

233

Date July 19, 2010																
MVCC 2010 - 11 Operating Budget Request																
	PERSONAL SERVICE				CONTRACTUAL				EQUIPMENT				TOTAL			
	2009 - 10 Original Budget	2009 - 10 Amended Budget	2010 - 11 Requested Budget	% Chg.	2009 - 10 Original Budget	2009 - 10 Amended Budget	2010 - 11 Requested Budget	% Chg.	2009 - 10 Original Budget	2009 - 10 Amended Budget	2010 - 11 Requested Budget	% Chg.	2009 - 10 Original Budget	2009 - 10 Amended Budget	2010 - 11 Requested Budget	% Chg.
DEPARTMENT																
Facilities & Operations	\$ 2,046,052	\$ 2,046,052	\$ 2,032,769	-0.6%	\$ 3,081,431	\$ 3,081,431	\$ 2,726,801	-11.5%					\$ 5,127,483	\$ 5,127,483	\$ 4,759,570	-7.2%
Security	\$ 749,614	\$ 749,614	\$ 807,576	7.7%	\$ 10,800	\$ 10,800	\$ 59,400	450.0%					\$ 760,414	\$ 760,414	\$ 866,976	14.0%
TOTAL	\$ 2,795,666	\$ 2,795,666	\$ 2,840,345	1.6%	\$ 3,092,231	\$ 3,092,231	\$ 2,786,201	-9.9%	\$ -	\$ -	\$ -		\$ 5,887,897	\$ 5,887,897	\$ 5,626,546	-4.4%
President	\$ 411,991	\$ 411,991	\$ 414,024	0.5%	\$ 29,000	\$ 29,000	\$ 32,500	12.1%					\$ 440,991	\$ 440,991	\$ 446,524	1.3%
Board of Trustees	\$ 10,000	\$ 10,000	\$ 10,500	5.0%	\$ 28,500	\$ 28,500	\$ 28,500	0.0%					\$ 38,500	\$ 38,500	\$ 39,000	1.3%
Marketing & Communications	\$ 310,562	\$ 310,562	\$ 380,963	22.7%	\$ 496,600	\$ 496,600	\$ 485,600	-2.2%		\$ 2,126			\$ 807,162	\$ 809,288	\$ 866,563	7.4%
Development	\$ 201,643	\$ 201,643	\$ 228,328	13.7%	\$ 2,500	\$ 2,500	\$ 9,500	280.0%					\$ 204,143	\$ 204,143	\$ 238,828	17.0%
Alumni	\$ 42,484	\$ 42,484	\$ 45,850	7.9%	\$ 15,250	\$ 15,250	\$ 2,750	-82.0%					\$ 57,734	\$ 57,734	\$ 48,600	-15.8%
Events Coordinator	\$ 79,180	\$ 79,180	\$ 122,545	54.8%	\$ 2,700	\$ 2,700	\$ 34,300	1170.4%					\$ 81,880	\$ 81,880	\$ 156,945	91.6%
Grants	\$ 92,284	\$ 92,284	\$ 92,284	0.0%	\$ 22,500	\$ 22,500	\$ 50,500	124.4%					\$ 114,784	\$ 114,784	\$ 142,784	25.3%
Institutional Assessment	\$ 180,168	\$ 180,168	\$ 184,002	2.1%	\$ 14,000	\$ 14,000	\$ 17,200	22.9%		\$ 170			\$ 194,168	\$ 194,338	\$ 201,202	3.6%
TOTAL	\$ 1,328,312	\$ 1,278,312	\$ 1,479,496	11.4%	\$ 611,050	\$ 661,050	\$ 660,850	8.1%	\$ -	\$ 2,296	\$ -		\$ 1,939,362	\$ 1,941,658	\$ 2,140,346	10.4%
Rental					\$ 101,000	\$ 101,000	\$ 100,000	-1.0%					\$ 101,000	\$ 101,000	\$ 100,000	-1.0%
Insurance					\$ 269,000	\$ 269,000	\$ 283,100	5.2%					\$ 269,000	\$ 269,000	\$ 283,100	5.2%
Other Institutional	\$ 145,000	\$ 145,000	\$ 1,330,819	817.8%	\$ 485,800	\$ 485,800	\$ 474,500	-2.3%					\$ 630,800	\$ 630,800	\$ 1,805,319	186.2%
TOTAL	\$ 145,000	\$ 145,000	\$ 1,330,819	817.8%	\$ 754,800	\$ 754,800	\$ 757,600	0.4%					\$ 899,800	\$ 899,800	\$ 2,088,419	132.1%
Employee Benefits									\$ 9,110,000	\$ 9,110,000	\$ 9,619,000	5.6%	\$ 9,110,000	\$ 9,110,000	\$ 9,619,000	5.6%
TOTAL - Page 3	\$ 4,268,978	\$ 4,218,978	\$ 5,650,860	32.4%	\$ 4,559,081	\$ 4,609,081	\$ 4,304,651	-5.6%	\$ 9,110,000	\$ 9,110,000	\$ 9,619,000	5.6%	\$ 17,938,059	\$ 17,938,059	\$ 19,574,311	9.1%
TOTAL Pages 1 - 3	\$ 26,363,846	\$ 26,627,711	\$ 28,854,948	9.4%	\$ 8,948,472	\$ 9,361,483	\$ 8,794,573	-1.7%	\$ 9,110,000	\$ 9,110,000	\$ 9,619,000	5.6%	\$ 44,422,318	\$ 45,099,194	\$ 47,268,521	6.4%
Add Equipment (from pages 1, 2, & 3)									\$ 650,500	\$ 874,523	\$ 560,000	-13.9%	\$ 650,500	\$ 874,523	\$ 560,000	-13.9%
GRAND TOTAL:									\$ 45,072,818	\$ 45,973,717	\$ 47,828,521	6.11%	\$ 45,072,818	\$ 45,973,717	\$ 47,828,521	6.11%

**Mohawk Valley Community College  
Fringe Benefits  
2009 - 10 Vs 2010 - 11**

Date July 19, 2010

	2009 - 10 Adopted	2009 - 10 Amended	2010 - 11 Request	% Change
NYS Teachers Retirement	\$ 260,000	\$ 260,000	\$ 260,000	0.0%
TIAA/CREF Retirement	\$ 1,525,000	\$ 1,525,000	\$ 1,525,000	0.0%
NYS Employees Retirement	\$ 600,000	\$ 600,000	\$ 600,000	0.0%
Social Security	\$ 1,790,000	\$ 1,790,000	\$ 1,900,000	6.1%
Health Insurance	\$ 4,300,000	\$ 4,300,000	\$ 4,700,000	9.3%
Unemployment Compensation	\$ 50,000	\$ 50,000	\$ 60,000	20.0%
Workers Compensations	\$ 200,000	\$ 202,600	\$ 200,000	0.0%
Employee Tuition Waivers	\$ 25,000	\$ 22,400	\$ 25,000	0.0%
Dependent Tuition Waivers	\$ 110,000	\$ 110,000	\$ 95,000	-13.6%
Med LTD & Life Insurance	\$ 30,000	\$ 30,000	\$ 32,000	6.7%
Nursing Liability Insurance	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
Compensated Absences - FICA	\$ 6,000	\$ 6,000	\$ 6,000	0.0%
PA Retirement Incentive	\$ 180,000	\$ 180,000	\$ 180,000	0.0%
AMVA Insurance	\$ 33,000	\$ 33,000	\$ 35,000	6.1%
<b>Total Fringe Benefits</b>	<b>\$ 9,110,000</b>	<b>\$ 9,110,000</b>	<b>\$ 9,619,000</b>	<b>5.6%</b>
<b>RENTAL</b>				
Bowling Lane	\$ 1,000	\$ 1,000	\$ 1,400	40.0%
Golf Course	\$ 1,000	\$ 1,000	\$ 1,000	0.0%
Ice Rental	\$ 15,000	\$ 15,000	\$ 15,000	0.0%
Tennis Court Rental	\$ 1,000	\$ 1,000	\$ 600	-40.0%
Indoor Baseball	\$ 3,000	\$ 3,000	\$ 7,000	133.3%
Room Rental	\$ 27,100	\$ 27,100	\$ 8,100	-70.1%
Rental Other	\$ 52,900	\$ 52,900	\$ 66,900	26.5%
<b>Total Rentals</b>	<b>\$ 101,000</b>	<b>\$ 101,000</b>	<b>\$ 100,000</b>	<b>-1.0%</b>

234

**Mohawk Valley Community College  
Grants Adopted Versus Amended  
2009 - 10**

Date July 19, 2010

	Personal Services	Equipment	Contractual	Fringe Benefits	Total
<b>2009 - 10 Adopted Budget:</b>	\$ 313,500	\$ 60,000	\$ 21,500	\$ 55,000	\$ 450,000
<b>2009 - 10 Amended Budget:</b>					
FY '10 Diversity Honors - SUNY	\$ -		\$ 7,283		\$ 7,283
FY '10 CSTEP	\$ 46,924		\$ 37,964	\$ 20,629	\$ 105,517
FAA Airframe & Power Plant		\$ 238,000			\$ 238,000
FY '10 STEP	\$ 44,223		\$ 37,858	\$ 15,888	\$ 97,969
Constr. Skills Trg Youth Building	\$ 93,912		\$ 2,000	\$ 14,088	\$ 110,000
Disconnected Youth-Constr Skills	\$ 53,012			\$ 6,988	\$ 60,000
VATEA Learn'g Center	\$ 58,127		\$ 6,708	\$ 21,434	\$ 86,269
VATEA Engineering Tech & Trades		\$ 46,023			\$ 46,023
VATEA Health Svc. Retention	\$ 82,992		\$ 17,849	\$ 26,880	\$ 127,721
VATEA One Stop Career Counseling	\$ 70,640		\$ 10,561	\$ 27,400	\$ 108,601
Nanoscale Mfg - NSF			\$ 20,580	\$ 1,327	\$ 21,907
Instr. Lab Nano Scale SUNY/NSF	\$ 11,903		\$ 12,732	\$ 5,906	\$ 30,541
Upward Bound	\$ 165,632		\$ 61,908	\$ 60,085	\$ 287,625
City of Rome Youth Constr. Trg.			\$ 23,443		\$ 23,443
<b>Total</b>	<b>\$ 627,365</b>	<b>\$ 284,023</b>	<b>\$ 238,886</b>	<b>\$ 200,625</b>	<b>\$ 1,350,899</b>

**Mohawk Valley Community College  
Insurance**

	2009 - 10 Adopted	2009 - 10 Amended	2010 - 11 Request	% Change
Boiler & Machinery	\$ 5,000	\$ 5,000	\$ 5,100	2.0%
Commercial	\$ 235,000	\$ 235,000	\$ 249,000	6.0%
Automobile	\$ 21,000	\$ 21,000	\$ 21,000	0.0%
Other	\$ 8,000	\$ 8,000	\$ 8,000	0.0%
<b>Total</b>	<b>\$ 269,000</b>	<b>\$ 269,000</b>	<b>\$ 283,100</b>	<b>5.2%</b>

235



**Mohawk Valley Community College  
09 - 10 Adopted vs. 09 - 10 Amended**

Date July 19, 2010	2009 - 10 Adopted	2009 - 10 Amended	Change
Instruction	\$ 18,524,545	\$ 19,424,444	\$ 899,899
Public Service	\$ 3,500	\$ 3,500	\$ -
Library & Media	\$ 1,640,569	\$ 1,640,569	\$ -
Rome Campus	\$ 442,103	\$ 442,103	\$ -
Student Services	\$ 2,661,613	\$ 2,662,613	\$ 1,000
Administrative Services	\$ 3,721,286	\$ 3,718,990	\$ (2,296)
College Work Study	\$ 141,143	\$ 141,143	\$ -
Maintenance & Security	\$ 5,887,897	\$ 5,887,897	\$ -
President & Administrative	\$ 1,939,362	\$ 1,941,658	\$ 2,296
Rental	\$ 101,000	\$ 101,000	\$ -
Insurance	\$ 269,000	\$ 269,000	\$ -
Other Institutional	\$ 630,800	\$ 630,800	\$ -
Employee Benefits	\$ 9,110,000	\$ 9,110,000	\$ -
<b>Grand Total</b>	<b>\$ 45,072,818</b>	<b>\$ 45,973,717</b>	<b>\$ 900,899</b>
Personal Services	\$ 26,363,846	\$ 26,627,711	\$ 263,865
Equipment	\$ 650,500	\$ 874,523	\$ 224,023
Contractual	\$ 8,948,472	\$ 9,361,483	\$ 413,011
Employee Benefits	\$ 9,110,000	\$ 9,110,000	\$ -
<b>Grand Total</b>	<b>\$ 45,072,818</b>	<b>\$ 45,973,717</b>	<b>\$ 900,899</b>

236

**Mohawk Valley Community College  
Historical Comparison  
Fund Balances**

Date July 19, 2010

Fiscal Yr. Ending	Total Appropriations	% Increase	Fund Balance at End of Fiscal Year	Amount Appropriated	Unappropri- ated Balance	Unappropri- ated Balance as a % of Opr Budget	Minimum Recommend Bal 5% of Total Appropriations
August 31, 1999	\$ 27,563,668	2.07%	\$ 1,100,109	\$ 1,059,474	\$ 40,635	0.15%	\$ 1,378,183
August 31, 2000	\$ 28,443,761	3.19%	\$ 1,030,989	\$ 1,149,978	(\$ 118,989)	-0.42%	\$ 1,422,188
August 31, 2001	\$ 30,096,695	5.81%	\$ 118,115	\$ 800,000	(\$ 681,885)	-2.27%	\$ 1,504,835
August 31, 2002	\$ 31,105,667	3.35%	\$ 263,432	\$ -	\$ 263,432	0.85%	\$ 1,555,283
August 31, 2003	\$ 32,640,102	4.93%	\$ 1,170,092	\$ 434,103	\$ 735,989	2.25%	\$ 1,632,005
August 31, 2004	\$ 35,123,246	7.61%	\$ 1,950,693	\$ 1,402,868	\$ 547,825	1.56%	\$ 1,756,162
August 31, 2005	\$ 36,458,478	3.80%	\$ 1,989,256	\$ 1,040,000	\$ 949,256	2.60%	\$ 1,822,924
August 31, 2006	\$ 37,940,000	4.06%	\$ 3,545,798	\$ 842,850	\$ 2,702,948	7.12%	\$ 1,897,000
August 31, 2007	\$ 39,618,571	4.42%	\$ 4,676,914	\$ 1,840,152	\$ 2,836,762	7.16%	\$ 1,980,929
August 31, 2008	\$ 41,433,478	4.58%	\$ 6,154,813	\$ 2,125,000	\$ 4,029,813	9.73%	\$ 2,071,674
August 31, 2009	\$ 45,072,818	8.78%	\$ 7,110,060	\$ 3,000,000	\$ 4,110,060	9.12%	\$ 2,253,641
August 31, 2010	\$ 49,273,281	9.32%	\$ 6,500,000 *	\$ 4,000,000	\$ 2,500,000	5.07%	\$ 2,463,664

\* Projected

237

**Mohawk Valley Community College  
Budget Vs Projected FTE's  
Date July 19, 2010**

	Budgeted FTE's 2009 - 10	Projected FTE's 2009 - 10	Difference
Fall			
Full Time	1,894.1	2,180.8	286.7
Part Time	367.1	405.9	38.8
Spring			
Full Time	1,733.3	2,067.7	334.4
Part Time	383.3	434.7	51.4
Summer			
Part Time	204.0	230.9	26.9
Totals:	4,581.9	5,320.0	738.1

**Mohawk Valley Community College  
FTE's  
2009 - 10 Budget Vs. 2010 - 11 Budget**

Date July 19, 2010

	Budgeted FTE's 2009 - 10	Budgeted FTE's 2010 - 11	Difference
Fall			
Full Time	1,894.1	2,257.1	363.0
Part Time	367.1	420.1	53.0
Spring			
Full Time	1,733.3	2,140.0	406.7
Part Time	383.3	449.9	66.6
Summer			
Part Time	204.0	239.0	35.0
Totals:	4,581.9	5,506.1	924.2

239

**Mohawk Valley Community College  
2010 - 11 Enrollment Projections**

	Actual		% Chg.		Budgeted		% Chg.		2010 - 11		% Chg.	
	2007 - 08	2008 - 09	07 - 08 to 08 - 09	08 - 09 to 09 - 10	2009 - 10	08 - 09 to 09 - 10	Budget	09 - 10 to 10 - 11	Budget	10 - 11		
<b>Date July 19, 2010</b>												
<b>Full Time Headcount</b>												
Fall	3,766	3,880	3.03%	-2.94%	3,766	-2.94%	4,557	21.00%				
Spring	3,392	3,662	7.96%	-5.11%	3,475	-5.11%	4,367	25.67%				
<b>Full Time Credit Hours</b>												
Fall	56,822.0	58,061.5	2.18%	-2.13%	56,822.0	-2.13%	67,712.0	19.17%				
Spring	50,686.0	54,926.5	8.37%	-5.33%	52,000.0	-5.33%	64,203.0	23.47%				
<b>Part Time Headcount</b>												
Fall	2,278	2,304	1.14%	-1.13%	2,278	-1.13%	2,556	12.20%				
Spring	2,282	2,397	5.04%	-1.96%	2,350	-1.96%	2,571	9.40%				
Summer & Intersession	1,239	1,502	21.23%	-21.84%	1,174	-21.84%	1,372	16.87%				
<b>Part Time Credit Hours</b>												
Fall	11,013.5	11,379.5	3.32%	-3.22%	11,013.5	-3.22%	12,603.0	14.43%				
Spring	11,005.5	12,051.0	9.50%	-4.57%	11,500.0	-4.57%	13,497.0	17.37%				
Summer & Intersession	6,475.5	7,451.5	15.07%	-17.9%	6,120.5	-17.9%	7,170.0	17.15%				
<b>Total Cr. Hrs</b>	136,002.5	143,870.0	5.78%	-4.46%	137,456.0	-4.46%	165,185.0	20.17%				
<b>Total FTE's</b>	4,533.4	4,795.7	5.78%	-4.46%	4,581.9	-4.46%	5,506.1	20.17%				

240

# Oneida County Department of Public Works

ANTHONY J. PICENTE, JR.  
County Executive

DENNIS S. DAVIS  
Commissioner

6000 Airport Road  
Oriskany, New York 13424  
Phone: (315) 793-6213  
Fax: (315) 768-6299

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

FN 20 10 - 302

2010 JUL 16 PM 3:21  
ONEIDA COUNTY LEGISLATURE  
RECEIVED

June 23, 2010

**PUBLIC WORKS**

**WAYS & MEANS**

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

Dear County Executive Picente:

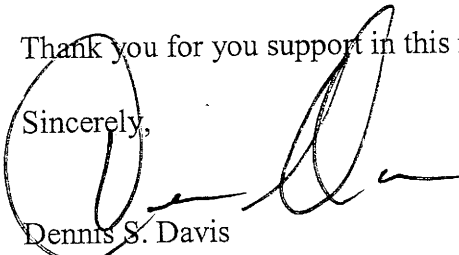
I have received correspondence from the State of New York Department of Transportation requesting consideration and approval of the "Agreement to Extend Conventional Municipal Snow and Ice Agreement" with the New York State Department of Transportation. Pursuant to New York State Highway Law, Oneida County has provided snow and ice control on state highways since 1975. Each year, the county has renewed the original agreement.

Under the terms of the attached Agreement, the county would continue to provide this service through the 2011-2012 snow season. The state will pay Oneida County an estimated \$2,213,000.00.

If you concur with this request, kindly forward to the Public Works and Ways and Means Committees for their consideration as their schedules allow, with submission to the Board of Legislators to follow.

Thank you for your support in this matter.

Sincerely,

  
Dennis S. Davis  
Commissioner

DSD/mk  
Enclosure(s)

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

  
Anthony J. Picente, Jr.  
County Executive

Date 7/13/10

241

Oneida County Department: Public Works  
6/28/10

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

## Oneida County Board of Legislators Contract Summary

Name of Proposing Organization: NYS Department of Transportation

Title of Activity or Service: Control of Snow & Ice on State Roads July 1, 2011 to June 30, 2012

Client Population/Number to be Served:

**Summary Statements:**

1) Narrative Description of Proposed Services: Extension of Snow & Ice Control Agreement dated March 10, 1975.

2) Program/Service Objectives and Outcomes:

3) Program Design and Staffing Level:

Total Funding Requested:

Oneida County Department Funding Recommendation: Account # D2302

Proposed Funding Source: Federal \_\_\_\_\_ State \$2,213,000.00 County \_\_\_\_\_

Cost Per Client Served:

Past Performance Data:

Oneida County Department Staff Comments: This Agreement is extremely important to this department and is 100% reimbursable from the NYS Department of Transportation.

Contract #	Municipality	Ext. Season	Region #
D089876	County of Oneida / Oneida County	2011/12	2

**AGREEMENT TO EXTEND CONVENTIONAL MUNICIPAL SNOW AND ICE AGREEMENT**

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and between THE PEOPLE OF THE STATE OF NEW YORK (hereinafter referred to as "STATE"), acting by and through the Commissioner of Transportation of the State of New York (hereinafter referred to as "COMMISSIONER"), and the \_\_\_\_\_ of the County of Oneida of Oneida County (hereinafter referred to as "MUNICIPALITY") as follows:

WHEREAS, the COMMISSIONER and the MUNICIPALITY have entered into an Agreement No. D089876 entitled "Snow and Ice Agreement between the New York State Department of Transportation and the Municipality of "County of Oneida" dated March 10, 1975; and

WHEREAS, the term of the said Agreement is for a period of three years commencing July 1, 1974, and the said Agreement provides that the parties may at the end of each year of the term of the Agreement extend such term for an additional year; and

WHEREAS, the present term of the Agreement, as extended, expires June 30, 2011; and

WHEREAS, Section 7 of the said Agreement provides that the COMMISSIONER shall furnish the MUNICIPALITY with a suitable map for each term of the Agreement, or for any extended term thereof, modified to show the changes, if any, to the State Highways affected by this Agreement.

WHEREAS, Section 10 of the said Agreement provides for an annual update of the estimated expenditure to be determined by the COMMISSIONER subject to the provisions of Section 10 at the time for extension of the Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and benefits between the parties,

WITNESSETH:

1. The aforementioned "Snow and Ice Agreement Between New York State Department of Transportation and the MUNICIPALITY" is hereby extended for a period of one year; now to expire on June 30, 2012, unless further extended.
2. The State Highways or parts thereof affected by this Agreement are as delineated on the attached map, agreed upon by the COMMISSIONER and the MUNICIPALITY, which shall be effective for the remainder of the term of the Agreement commencing July 1, 2011, unless changed by future agreement between the COMMISSIONER and the MUNICIPALITY.
3. All the terms and conditions of the original contract remain in effect except as follows. The estimated expenditure as specified in Section 10 of the aforementioned Agreement shall be \$ 6154.36 per lane mile for 359.69 lane miles for a total of \$ 2,213,662.39 for the 2009/10 season and for the remainder of the term of the Agreement commencing July 1, 2009, unless changed by future update.

IN WITNESS WHEREOF, This Agreement has been executed by the State, acting by and through the duly authorized representative of the COMMISSIONER, and the MUNICIPALITY, which has caused this Agreement to be executed by its duly authorized officer on the date and year first above written.

over ↗



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

THE PEOPLE OF THE STATE OF NEW YORK

MUNICIPALITY

BY \_\_\_\_\_  
for Commissioner of Transportation

BY \_\_\_\_\_

ATTORNEY GENERAL'S SIGNATURE

COMPTROLLER'S SIGNATURE

\_\_\_\_\_  
Dated \_\_\_\_\_

\_\_\_\_\_  
Dated \_\_\_\_\_

STATE OF NEW YORK )

) SS:


COUNTY OF \_\_\_\_\_ )

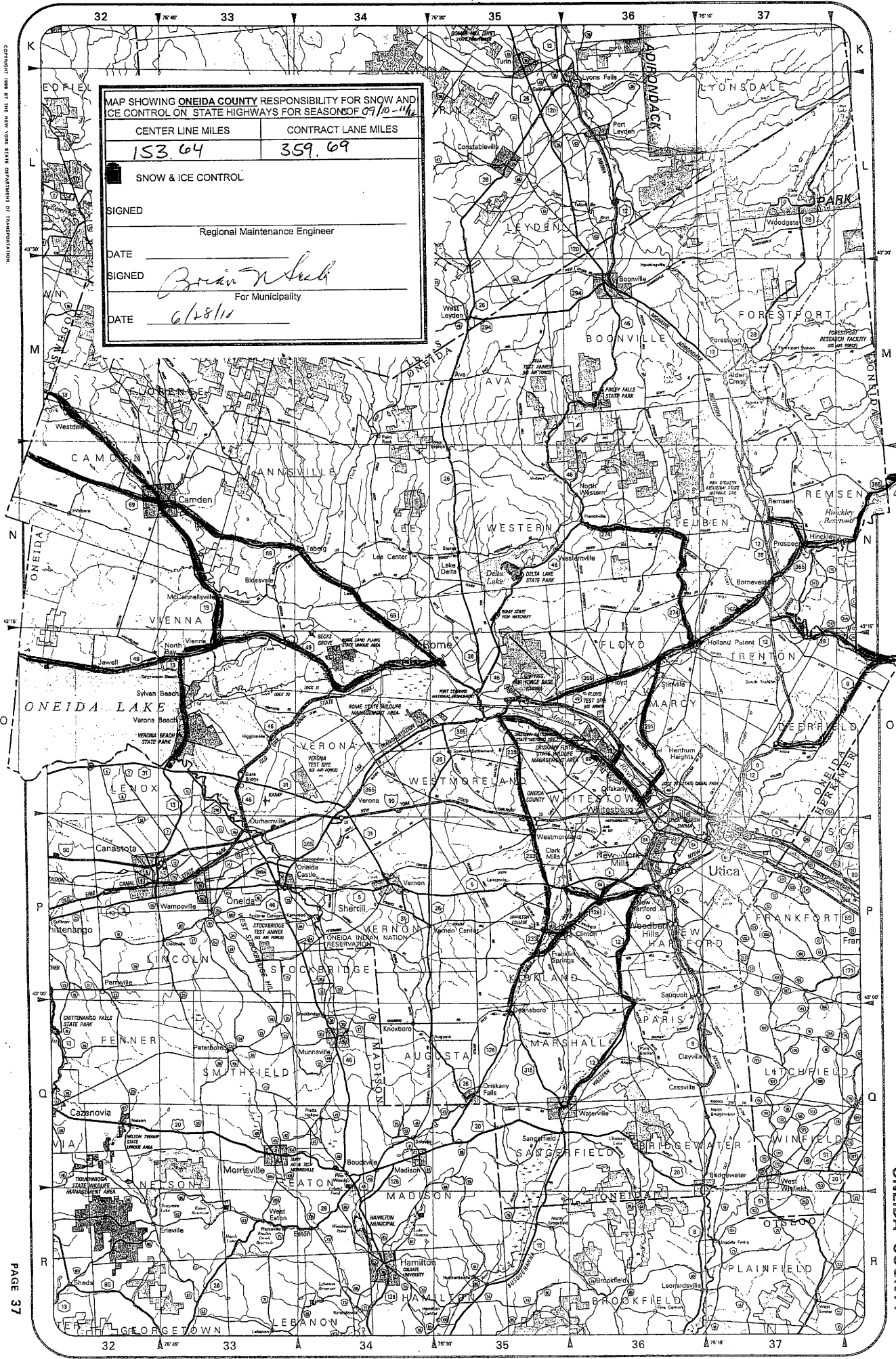
On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_ before me personally came \_\_\_\_\_ to me known who, being by me duly sworn, did depose and say that he resides in \_\_\_\_\_, New York; that he is the \_\_\_\_\_ of \_\_\_\_\_ the municipality described in and which executed the above instrument; that he executed said instrument by order of the Governing Body of said municipality pursuant to a resolution which was duly adopted on \_\_\_\_\_; a certified copy of such resolution attached hereto and made a part hereof.

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

214

MAP SHOWING ONEIDA COUNTY RESPONSIBILITY FOR SNOW AND ICE CONTROL ON STATE HIGHWAYS FOR SEASON OF 09/10-11/12

CENTER LINE MILES	CONTRACT LANE MILES
153.64	359.69
 SNOW & ICE CONTROL	
SIGNED _____	
Regional Maintenance Engineer	
DATE _____	
SIGNED <i>Brian Walsh</i>	
For Municipality _____	
DATE <i>6/28/10</i>	



245



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

FN 20 10 - 303

July 19, 2010

**READ & FILED**

Mikale Billard, Clerk  
Oneida County  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the 2010 Open Enrollment period in Oneida County and which Board of Legislators recommended for inclusion into agricultural districts by way of Resolution No. 178, dated May 10, 2010.

Please file attached as a "Read & File docket to read "RE: NYS certification of properties added to agricultural districts during Oneida County's designated Open Enrollment Period, January 2010."

Respectfully,

Gerald Fiorini  
Chairman of the Board

GJF:pp

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 20 AM 10:17

246



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Mikale Billard, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 178-10, a plan to modify Oneida County Agricultural District No. 1 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 17<sup>th</sup> day of June, 2010

A handwritten signature in cursive script that reads "Patrick Hooker".

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning

247



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Mikale Billard, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 178-10, a plan to modify Oneida County Agricultural District No. 3 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 17<sup>th</sup> day of June, 2010

A handwritten signature in black ink that reads "Patrick Hooker". The signature is fluid and cursive, with a long, sweeping underline.

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Mikale Billard, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 178-10, a plan to modify Oneida County Agricultural District No. 4 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 17<sup>th</sup> day of June, 2010

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Mikale Billard, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 178-10, a plan to modify Oneida County Agricultural District No. 5 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 17<sup>th</sup> day of June, 2010

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning

250



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Mikale Billard, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 178-10, a plan to modify Oneida County Agricultural District No. 6 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 17<sup>th</sup> day of June, 2010

A handwritten signature in black ink that reads "Patrick Hooker". The signature is written in a cursive, flowing style.

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning





STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Mikale Billard, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

Dear Mr. Billard:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 178-10, a plan to modify Oneida County Agricultural District No. 7 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonia,  
County of Albany, New York,  
This 17<sup>th</sup> day of June, 2010

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning

252



# ONEIDA COUNTY BOARD OF LEGISLATORS

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

Gerald J. Fiorini  
Chairman  
(315) 798-5900

Mikale Billard  
Clerk  
(315) 798-5404

David J. Wood  
Majority Leader

Patricia A. Hudak  
Minority Leader

FN 20 10 - 304

July 20, 2010

**READ & FILED**

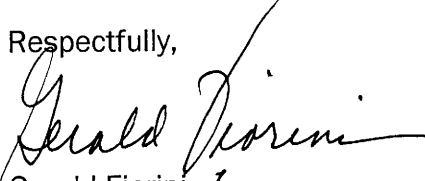
Mikale Billard, Clerk  
Oneida County  
Board of Legislators  
800 Park Avenue  
Utica, NY 13501

Mr. Billard:

The New York State Department of Agriculture & Markets has certified the parcels submitted during the 2009 Open Enrollment period in Oneida County and which Board of Legislators recommended for inclusion into agricultural districts by way of Resolution No. 158, dated June 26, 2009.

Please file attached as a "Read & File docket to read "RE: NYS certification of properties added to agricultural districts during Oneida County's designated Open Enrollment Period, January 2009."

Respectfully,

  
Gerald Fiorini  
Chairman of the Board

GJF:pp

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2010 JUL 20 AM 10:58

253



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Susan L. Crabtree, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 JUN 29 PM 3:49

Dear Ms. Crabtree:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 158-09, a plan to modify Oneida County Agricultural District No. 3 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 26<sup>th</sup> day of June, 2009

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

PH/rjm

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning

254



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Susan L. Crabtree, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 JUN 29 PM 3:50

Dear Ms. Crabtree:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 158-09, a plan to modify Oneida County Agricultural District No. 7 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 26<sup>th</sup> day of June, 2009

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

PH/rjm

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman AFPB  
Guy Sassaman, Oneida County Dept. of Planning



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Susan L. Crabtree, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 JUN 29 PM 3:49

Dear Ms. Crabtree:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 158-09, a plan to modify Oneida County Agricultural District No. 5 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 26<sup>th</sup> day of June, 2009

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

PH/rjm

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning

256



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Susan L. Crabtree, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

RECEIVED  
ONEIDA COUNTY LEGISLATURE  
2009 JUN 29 PM 3:50

Dear Ms. Crabtree:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 158-09, a plan to modify Oneida County Agricultural District No. 6 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 29<sup>th</sup> day of June, 2009

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

PH/rjm

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning



STATE OF NEW YORK  
DEPARTMENT OF AGRICULTURE AND MARKETS  
10B Airline Drive, Albany, New York 12235  
518-457-8876 Fax 518-457-3087  
www.agmkt.state.ny.us

David A. Paterson  
Governor

Patrick Hooker  
Commissioner

Susan L. Crabtree, Clerk  
Oneida County Board of Legislators  
Oneida County Office Building  
800 Park Avenue  
Utica, New York 13501

RECEIVED  
ONIEDA COUNTY LEGISLATURE  
2009 JUN 29 PM 3:50

Dear Ms. Crabtree:

In accordance with Section 303-b of the Agriculture and Markets Law, the Oneida County Board of Legislators submitted to me, by Resolution No. 158-09, a plan to modify Oneida County Agricultural District No. 23 by including predominantly viable agricultural land in the District.

Following review of the plan and its related documentation, I hereby certify that the inclusion of predominantly viable agricultural land as proposed is feasible and shall serve the public interest by assisting in maintaining a viable agricultural industry within the District.

Signed and Sealed at the Town of Colonie,  
County of Albany, New York,  
This 26<sup>th</sup> day of June, 2009

PATRICK HOOKER  
Commissioner of Agriculture and Markets  
of the State of New York

PH/rjm

cc: James Vincent, Chair, Advisory Council on Agriculture  
Susan Hoskins, IRIS  
Brymer Humphreys, Chairman, AFPB  
Guy Sassaman, Oneida County Dept. of Planning

258