



ONEIDA COUNTY BOARD OF LEGISLATORS

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COMMUNICATIONS FOR DISTRIBUTION APRIL 13, 2011

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

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ALL SUPPORTING DOCUMENTATION AVAILABLE AT
www.ocgov.net

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th 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

February 8, 2011

FN 20 11 - 137

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

PUBLIC HEALTH
WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 MAR 31 PM 3:47

Dear Mr. Picente:

Re: Childhood Lead Poisoning
Prevention Program C-026522

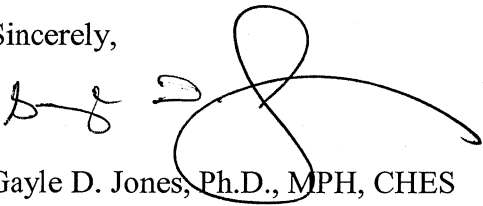
Attached are three (3) copies of a grant between Oneida County through its Health Department and the New York State Department of Health – Childhood Lead Poisoning Prevention Program.

The Lead Program offers services to include environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community and lead screening clinics for children lacking a primary care provider and/or third party reimbursement. The goal of the Health Department is to effectively administer a Lead Poisoning Prevention Program. The major objective of this program is to identify exposure patterns and high-risk populations and communities in Oneida County for strategic planning for lead poisoning prevention, based on the Local Health Department Community Health Assessment, and analysis of local data. The term of this grant shall become effective on October 1, 2010 and remain in effect through September 30, 2011. Reimbursement to Oneida County is in the amount of \$146,087 and is 100% grant funded.

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

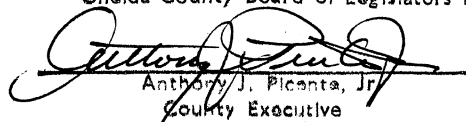
Feel free to contact me at 798-5220 should you require additional information.

Sincerely,



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

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



Anthony J. Picente, Jr.
County Executive

Date 2/25/11

attachments
ry

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health

NAME AND ADDRESS OF VENDOR: Division of Family Health, Fiscal Unit
New York State Department of Health
Empire State Plaza
Corning Tower, Room 878
Albany, New York 12237-0657

C-026522

VENDOR CONTACT PERSON: Donna Hoinski, Health Program Administrator

SUMMARY STATEMENTS: The Lead Program offers services to include environmental home visits, case management, referrals to other services, community outreach, technical and referral services for the medical community and lead screening clinics for children lacking a primary care provider and/or third party reimbursement. Several goals of this grant are to effectively administer a Lead Poisoning Prevention Program, increase knowledge and awareness of the public, health care providers, local policymakers regarding the problem of lead poisoning, test all children and pregnant women for lead poisoning with requirements outlined in NYS Public Health Law, follow up of children with elevated blood lead levels and primary prevention to identify lead hazards before children become lead poisoned.

PREVIOUS CONTRACT YEAR: April 1, 2010 through September 30, 2010

TOTAL: \$73,044

THIS CONTRACT YEAR: October 1, 2010 through September 30, 2011

TOTAL: \$146,087

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

FUNDING SOURCE: A3415

Less Revenues -0-
State Funds \$146,087
County Dollars – Previous Contract \$ -0-
County Dollars – This Contract \$ -0-

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

DATE: February 8, 2011

IN WITNESS THEREOF, the parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

CONTRACTOR

Oneida County Health Department

By: _____
(Print Name)

Anthony J. Picente, Jr.

Title: Oneida County Executive

Date: _____

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
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)

ATTORNEY GENERAL'S SIGNATURE

Title: _____

Date: _____

Contract No. C-026522

STATE AGENCY

By: Barbara S. Devore
(Print Name)

Title: Deputy Director, Center for Community Health

Date: _____

State Agency Certification:

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

STATE COMPTROLLER'S SIGNATURE

Title: _____

Date: _____

GRANT CONTRACT (STANDARD)

STATE AGENCY (Name and Address):
New York State Department of Health
Empire State Plaza
Albany, New York 12237

NYS COMPTROLLER'S NUMBER: _____

C-026522

CONTRACTOR (Name and Address):

Oneida County Health Department
800 Park Avenue, 9th Floor
Utica, NY 13501

ORIGINATING AGENCY CODE: 12000

TYPE OF PROGRAM(S)

LEAD POISONING PREVENTION PROGRAM

FEDERAL TAX IDENTIFICATION NUMBER:

300100000 000

INITIAL CONTRACT PERIOD

MUNICIPALITY NO. (if applicable):

300100000 000

FROM: October 1, 2010

TO: September 30, 2011

CHARITIES REGISTRATION NUMBER:

____ - ____ - ____ or (X) EXEMPT:
(If EXEMPT, indicate basis for exemption):

Municipality

FUNDING AMOUNT FOR INITIAL PERIOD:

\$146,087.00

CONTRACTOR HAS() HAS NOT() TIMELY
FILED WITH THE ATTORNEY GENERAL'S
CHARITIES BUREAU ALL REQUIRED PERIODIC
OR ANNUAL WRITTEN REPORTS.

NA

MULTI-YEAR TERM (if applicable):

FROM: October 1, 2010

TO: September 30, 2015

CONTRACTOR IS() IS NOT(X) A
SECTARIAN ENTITY

CONTRACTOR IS() IS NOT(X) A
NOT-FOR-PROFIT ORGANIZATION

APPENDICES ATTACHED AND PART OF THIS AGREEMENT

<u>X</u>	APPENDIX A	Standard clauses as required by the Attorney General for all State contracts.
<u>X</u>	APPENDIX A-1	Agency-Specific Clauses (Rev 10/08)
<u>X</u>	APPENDIX B	Budget
<u>X</u>	APPENDIX C	Payment and Reporting Schedule
<u>X</u>	APPENDIX D	Program Workplan
<u>X</u>	APPENDIX G	Notices
<u>X</u>	APPENDIX X	Modification Agreement Form (to accompany modified appendices for changes in term or consideration on an existing period or for renewal periods)

OTHER APPENDICES

<u>X</u>	APPENDIX A-2	Program-Specific Clauses
_____	APPENDIX E-1	Proof of Workers' Compensation Coverage
_____	APPENDIX E-2	Proof of Disability Insurance Coverage
_____	APPENDIX H	Federal Health Insurance Portability and Accountability Act
_____	APPENDIX _____	Business Associate Agreement
_____	APPENDIX _____	_____
_____	APPENDIX _____	_____

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

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, licensee, 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.** This contract may not be assigned by the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, written or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 335 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6.a).

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

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any

employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subsection 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the Federal Export

Administration Act of 1919 (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 forth 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 3 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 tendered 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, upgrades, 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. CONTACTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereto) 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 relaxed or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in

accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as well as 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. - 7th Floor
Albany, New York 12245
Telephone: 518-292-2220
Fax: 518-292-5884
<http://www.empire.state.ny.us>

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

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

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

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

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

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

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

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

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law

Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

25. CERTIFICATION OF REGISTRATION TO COLLECT STATES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.

To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

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

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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, by email at 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/lepay>.

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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, 9th 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

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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.

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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.

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- 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.

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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

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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

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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

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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

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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 179-4(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 179-4, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.

12. Other Modifications

a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:

- ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
- ◆ Appendix C - Section II, Progress and Final Reports;
- ◆ Appendix D - Program Workplan will require OSC approval.

b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

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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.

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APPENDIX A-2
PROGRAM SPECIFIC CLAUSES

1. Unless otherwise authorized or directed by the Department, all proposed subcontracts for the performance of the obligations contained herein require the review and approval of the Department prior to the execution of an agreement between the Contractor and subcontractors. All such agreements between the Contractor and subcontractors shall be by bona fide written contract, which may only be changed by expressed written consent of both parties and upon prior approval of the Department.
2. The Department shall have the right to contact any subcontractor directly concerning the performance of the obligations contained herein and to require the attendance of the subcontractor at any or all meetings between the Contractor and the Department, at which the performance of the Contractor pursuant to this AGREEMENT will be discussed.
3. Any interest accrued on funds provided to the contractor by the Department pursuant to the contractor's request for an advance payment, shall either be used to reduce reimbursement owed to the Contractor by the Department pursuant to this AGREEMENT, or at the direction of the Department, used to provide additional services provided for under this AGREEMENT.
4. The Contractor agrees to identify the position(s) and the incumbent(s) responsible for directing the work to be done under this AGREEMENT. The Department may, at its discretion, require the Contractor to request prior approval from the Department to change or substitute such responsible person(s), to the degree that such change is within the reasonable control of the Contractor.
5. PUBLICATIONS AND COPYRIGHTS
 - a. The Contractor agrees that any and all materials, publications, videos, curricula conceived, produced and/or reduced to practice in the course of, or under this AGREEMENT, or with monies supplied pursuant to this AGREEMENT, shall become property of the Department and shall acknowledge the support of the Department of Health with the following language: "Produced with funding from the New York State Department of Health, Division of Family Health".
 - b. The Department and the State of New York expressly reserve the right to reproduce, publish, distribute, copyright, or otherwise use, in perpetuity, any and all materials, publication, videos, curricula conceived and produced, resulting from the AGREEMENT or activity supported by this AGREEMENT.
 - c. The Contractor agrees that unless otherwise provided by the terms of this agreement, the Contractor is expressly prohibited from copyrighting the materials developed in the course of this AGREEMENT, or permitting others to do so without the prior written consent of the Department.
6. PURCHASING
 - a. All procurement transactions, including but not limited to equipment purchases and leases, supplies, conference, training, or seminar related expenditures, and other services whose cost is borne in whole or in part by this contract shall be conducted in a manner to provide, to the maximum extent practicable, open and free competition.
 - b. Procurement records and files for purchases in excess of \$5,000 shall include the following:
 - i. basis for selection;
 - ii. listing of bidders solicited or vendors contacted, including but not limited to the response from each bidder or vendor to the solicitation;
 - iii. justification for lack of competition when competitive bids or offers are not obtained;
 - iv. basis for award cost or price.
7. Reimbursement for any travel related expenses, including but not limited to transportation, lodging, and meal expenses shall be based upon the actual, necessary, and reasonable expenses essential to the ordinary comforts of the traveler in the performance of the duties under this AGREEMENT. Such expenses shall be limited to the established travel reimbursement guidelines for State employees, issued by the Office of the State Comptroller.
- d. If any materials paid for under this contract are used in a revenue generating activity, the Contractor shall report such intentions to the Department for prior written approval and shall be subject to the direction of the Department as to the disposition of such revenue.
- e. The results of any activity supported under this AGREEMENT may not be published without prior written approval of the Department, which results (1) shall acknowledge the support of the Department and the State of New York and (2) shall state that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretation or policy of the Department or the State of New York.

Appendix B
 Table A-1

LEAD POISONING PREVENTION PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 Contract Period: October 1, 2010 - September 30, 2011

PERSONAL SERVICES

Title	Annual Salary	% FTE	# of Mos.	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
(List Personnel Budgeted)								
Public Health Director	\$78,296	1%	12	783.00	0.00		783.00	In-kind
Environmental Health Director	\$73,135	10%	12	7,314.00	0.00		7,314.00	In-kind
Fiscal Services Administrator	\$82,239	3%	12	2,467.00	0.00		2,467.00	In-kind
Assistant County Attorney	\$29,496	3%	12	885.00	0.00		885.00	In-kind
Public Education Coordinator	\$46,253	3%	12	1,388.00	0.00		1,388.00	In-kind
Program Coordinator	\$63,487	100%	12	63,487.00	31,744.00		31,743.00	In-kind
Family Education Specialist	\$43,091	25%	12	10,773.00	10,773.00			
Public Health Sanitarian	\$36,249	100%	12	36,249.00	0.00		36,249.00	In-kind
Data Manager	\$23,939	50%	12	11,970.00	11,970.00			
Outreach Worker	\$36,873	100%	12	36,873.00	36,873.00			
Principal Clerk	\$41,804	10%	12	4,180.00	0.00		4,180.00	In-kind
Principal Clerk	\$41,975	2%	12	840.00	0.00		840.00	In-kind
Public Health Educator	\$43,091	10%	12	4,309.00	0.00		4,309.00	In-kind
Sr. Public Health Sanitarian	\$55,452	5%	12	2,773.00	0.00		2,773.00	In-kind
Public Health Sanitarian	\$41,149	5%	12	2,058.00	0.00		2,058.00	In-kind
Sub-Total Personnel Services	\$736,529			\$186,349	\$91,360	0.00	\$94,989	
Fringe Benefits* 44.51%	\$327,829			\$82,944	\$40,664		\$42,280	
Total Personal Services	\$1,064,358			\$269,293	\$132,024	\$0.00	\$137,269	

* If more than one fringe benefit is used, use an average fringe rate for the calculation on this form.

Appendix B
 Table A

LEAD POISONING PREVENTION PROGRAM
 OPERATING BUDGET AND FUNDING REQUEST
 Contract Period: October 1, 2010 - September 30, 2011

	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
Total Personal Services	\$269,293.00	\$132,024.00	\$0.00	\$137,269.00	In-kind
Total Non Personal Services	\$26,790.00	\$14,063.00	\$0.00	\$12,727.00	See Table A-2
GRAND TOTAL	\$296,083.00	\$146,087.00	\$0.00	\$149,996.00	

Federal funds are being used to partially support this contract. Catalog of Federal Domestic Assistance (CFDA) number for these funds is: 93.994. Percentage of Federal Funds is 42.17%.

Contractor: Oneida County Health Department
 Contract Number: C-026522

Appendix B
Table A-2
LEAD POISONING PREVENTION PROGRAM
OPERATING BUDGET AND FUNDING REQUEST
Contract Period: October 1, 2010 - September 30, 2011

NON PERSONAL SERVICES

Title	Total Expense	Amount Requested from NYS	3rd Party	Other Source	Specify Other Source
(List Budgeted Expenses)					
Office Supplies	\$1,200	\$1,200			
Postage/Mailings	\$1,300	\$1,300			
Printing	\$500	\$500			
Travel: Administrative	\$50	\$50			
Travel: Program	\$1,300	\$1,300			
Interpreter Services	\$7,040	\$4,485		\$2,555	In kind
Dust Wipe Laboratory Analysis	\$8,525	\$5,228		\$3,297	In kind
Quality Improvement Coordinator (125 hrs./yr @ \$55 p/h)	\$6,875	\$0		\$6,875	In kind
Total Non Personal Services	\$26,790	\$14,063	\$0.00	\$12,727	

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:

- ❶ 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
- ❷ 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:

- ❶ the end of the first quarterly period of this AGREEMENT; or
- ❷ 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.

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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, by email at 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, 9th Floor
Albany, NY 12236

E. The CONTRACTOR will provide the STATE with the reports of progress or other specific work products pursuant to this AGREEMENT as described in this Appendix below. In addition, a final report must be submitted by the CONTRACTOR no later than 45 days after the end of this AGREEMENT. All required reports or other work products developed under this AGREEMENT must be completed as provided by the agreed upon work schedule in a manner satisfactory and acceptable to the STATE in order for the CONTRACTOR to be eligible for payment.

F. The CONTRACTOR shall submit to the STATE quarterly voucher claims and reports of expenditures on such forms and in such detail as the STATE shall require. The CONTRACTOR shall submit vouchers to the State's designated payment office located in the Division of Family Health Fiscal Unit, Room 878 Corning Tower, ESP, Albany NY 12237.

All vouchers submitted by the CONTRACTOR pursuant to this AGREEMENT shall be submitted to the STATE no later than 45 days after the end date of the period for

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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.

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

A. FINANCIAL RECORDS

The Contractor will maintain financial records, as required by the State, in such a manner as to allow the identification of expenditure and revenue data associated with the services provided as part of the Project.

B. STATISTICAL/QUALITATIVE REPORT

The Contractor will submit, on a quarterly basis by E-Mail, not later than 45 days from the end of the quarter, the following information:

- Program narrative report that describes progress in achieving work plan objectives with quantifiable measures for activities, and any accomplishments or barriers to effective program operation during the quarter.

Contractors are expected to use **LeadWeb** or another **DOH approved local system** to manage and track lead testing and follow-up data and activities. All programs must submit a program narrative report.

Failure to submit required reports within 45 days from the end of the quarter will result in withholding payment of vouchers.

C. EXPENDITURE REPORT

The Contractor will submit, on a quarterly basis, not later than 45 days after the end date for which reimbursement is being claimed, a detailed expenditure report, by object of expense. This report will accompany the voucher submitted for such period.

D. EVALUATION OF PROGRAM ACTIVITIES

All programs will be evaluated annually on the performance of objectives outlined in Appendix D to validate meeting each objective measure and the impact of these activities. Future funding allocations will be determined by achievement of performance objectives.

**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D
10/1/10 – 9/30/11**

GENERAL CONTRACTOR INFORMATION

Contractor: Oneida County Health Department
Contract Number: C-026522

Corporate Name and Address: Oneida County Health Department
185 Genesee St. 4th Fl.
Utica, NY 13501

Federal Employer ID#: 156-000-460

Charities Registration#, if applicable: N/A

COORDINATOR of LPPP (person responsible for managing the lead program):

Name: Kathleen Paciello
Title: Program Coordinator
Address: 185 Genesee St. 5th Fl.
Utica, NY 13501
E-mail address: kpaciello@ocgov.net
Phone: (315) 798-5996
Fax: (315) 266-6138

PROGRAM DIRECTOR of LPPP (person responsible for lead program oversight) :

Name: Daniel Gilmore PhD
Title: Environmental Health Director
Address: 185 Genesee St.
Utica, NY 13501
E-mail address: dgilmore@ocgov.net
Phone: (315) 798-5480
Fax: (315) 266-6138

All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

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**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D
10/1/10 – 9/30/11**

GENERAL CONTRACTOR INFORMATION

Contractor: Oneida County Health Department
Contract Number: C-026522

INSTRUCTIONS: The work plan includes all program requirements consistent with the state lead elimination plan, Public Health Law and Administrative Rules and Regulations. The work plan should include quantifiable measures for local health department activities, with regard to education, surveillance, screening and testing, follow-up of children with elevated blood lead levels, and primary prevention. Program will be expected to report how activities were evaluated to validate meeting each objective measure and the impact of these activities at the end of the contract year. Please complete the attached Work Plan (Appendix D).

DIRECTIONS FOR COMPLETING THE WORK PLAN:

- Fill in General Contractor's Information. If **any General Contractor's Information changes during the grant period**, central and regional office staff should be notified of the change.
- Review each of the stated objectives (1-9) and complete all information as indicated for the new 2010-11 project period. The *Activities* should reflect how the stated objective will be achieved and the targeted date for completion. Each LHD should propose activities that it will accomplish during the grant year based on the unique needs of their community. The LHD activities should reflect meaningful progress toward achieving each stated goal and objective, consistent with the needs of the county. LHDs should use the quarterly narrative reports to identify if targets were met, and how those activities were evaluated to validate outcome measures and impact.
- All activities should be written in a specific, measurable, attainable, realistic, and time specific (SMART) format.
- The Personnel Responsible column should indicate staff responsible to ensure completion of each objective.
- Work plan must be completed in its entirety, and the format **cannot** be modified or changed. **Minimum Required Activities (MRA) cannot be deleted. Under each objective listing MRA, place a (✓) within each box indicating that the MRA will be met.**
- If planned activities shift based on unanticipated circumstances, quarterly reports should indicate changes and/or modifications.

All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

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**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D
10/1/10 – 9/30/11
GENERAL CONTRACTOR INFORMATION**

Contractor: Oneida County Health Department
Contract Number: C-026522

LEADWEB CONTACT (person responsible for LeadWeb prescreen and matching activities):

Name: Judy Evans
Title: Data Manager
Address: 185 Genesee St.
 Utica, NY 13501
E-mail address: jevans@ocgov.net
Phone: (315) 798-5842
Fax: (315) 798-6441

FISCAL CONTACT (person responsible for managing the fiscal component of the program):

Name: Thomas Engle
Title: Fiscal Services Administrator
Address: 185 Genesee St.
 Utica, NY 13501
E-mail address: tengle@ocgov.net
Phone: (315) 798-5080
Fax: (315) 266-6138

SUMMARY STATEMENT: Grant funds will be used to **support enhanced** local efforts to reduce the prevalence of elevated blood lead levels in children through the implementation of a comprehensive lead poisoning prevention program which includes: public and professional outreach and education; collaboration with local health care providers for screening/testing, diagnostic evaluation, medical management, education and environmental interventions.

All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

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**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D
10/1/10 – 9/30/11
GENERAL CONTRACTOR INFORMATION**

Contractor: Oneida County Health Department
Contract Number: C-026522

ENVIRONMENTAL HEALTH (person responsible for managing the environmental health component):

Name: Eric Jackson
Title: Sanitarian
Address: 185 Genesee St. 5th Fl.
 Utica, NY 13501
E-mail address: ejackson@ocgov.net
Phone: (315) 798-5412
Fax: (315) 798-6486

OUTREACH EDUCATION CONTACT (person responsible for the educational component of the program):

Name: Jacob Ksiadz
Title: Outreach Worker
Address: 185 Genesee St.
 Utica, NY 13501
E-mail address: jksiadz@ocgov.net
Phone: (315) 798-5250
Fax: (315) 798-6486

Name: James Rudnitski
Title: Family Education Specialist
Address: 185 Genesee St.
 Utica, NY 13501
E-mail address: jrudnits@ocgov.net
Phone: (315) 798-5841
Fax: (315) 798-6441

All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

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**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN**

**APPENDIX D
10/1/10 – 9/30/11
Goals, Objectives, and Activities**

Contractor: **Oneida County Health Department**
Contract Number: **C-026522**

<i>Objectives</i>	<i>Activities</i>	<i>Personnel Responsible</i>
<p>OBJECTIVE 3: Identify exposure patterns and high-risk populations and communities in your county for strategic planning for lead poisoning prevention.</p> <p>NOTE: Utilize the information designated in this Objective to tailor Education and Outreach activities in Objectives 4, 5 and 9.</p>	<p>Minimum Required Activities:</p> <p><input checked="" type="checkbox"/> Identify the high-risk populations and barriers to testing in your county.</p> <p>High-risk populations:</p> <ul style="list-style-type: none"> > GIS developed data, CHA, and Refugee Health data will be reviewed on an ongoing basis to determine which population groups are at risk for lead poisoning by confirming GIS data with CHA data (ongoing). > Previously developed data acquired by utilizing GIS, map census data on age of housing stock, and poverty for entire county areas continue to be used. This data identifies the cities and townships most at risk for lead poisoning. Choropleth (color shading) maps developed previously continue to be used to indicate areas within the county where pre-1978 housing exists (ongoing). Maps and tables are available for Lead/HN staff use. > Table of age of housing stock data previously developed continues to be used to show each township and city in Oneida County indicating total number and percentage of pre-1950's and pre-1978 housing. This table is made available to physicians, contractors, local news media and lead/HN staff (ongoing). > GIS and data from 2000 Census, HUD and Historical Data on area's lead poisonings continue to be used. This data includes age of housing stock, low income and very low income, addresses of children with past lead poisonings, and geocode addresses with past incidence of lead poisoning. GIS composite maps previously developed continue to be used to identify high risk census tracts/blocks in the city of Utica's 13501 & 13502 zip codes (ongoing). Tables are available for mailings, presentations and staff use. > GIS composite map image previously developed including data in previous item and with HN program area overlaid continues to be used to identify high risk areas (ongoing). Data is available for mailings, presentations and staff use. > GIS data was previously queried to identify top census tracts/blocks for low and very low income children living in pre-1950s housing units at risk for lead poisoning in the City of Utica's 13501 & 13502 zip codes. This information continues to be used to target high risk areas for the purposes of targeting Primary Prevention activities and providing community education (ongoing). Maps are available for use by Lead and HN staff. > Addresses associated with multiple incidences of lead poisonings will be reviewed for evidence of Notice & Demand issuance since 1996 and review for violation of Federal Disclosure Rules (ongoing). Data is analyzed for number of children lead poisoned at each address and date of last N & D. 	<p>Kathleen Paciello/Program Coordinator, Catherine Bullwinkle/CQIC</p> <p>Catherine Bullwinkle/CQIC</p> <p>Catherine Bullwinkle/CQIC</p> <p>Catherine Bullwinkle/CQIC</p> <p>Catherine Bullwinkle/CQIC</p> <p>Catherine Bullwinkle/CQIC</p>

All activities must be specific, measurable, attainable, realistic, and time specific (SMART). 6

**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN**

**APPENDIX D
10/1/10 – 9/30/11
Goals, Objectives, and Activities**

Contractor: **Oneida County Health Department**
Contract Number: **C-026522**

Goal 1: Program Administration		
Local Health Departments (LHD) will effectively administer a Lead Poisoning Prevention Program (LPPP).		
<i>Objectives</i>	<i>Activities</i>	<i>Personnel Responsible</i>
<p>OBJECTIVE 1: Develop an organizational chart, listing ALL LHD personnel performing lead-related grant activities and include both grant-funded and in-kind staff.</p>	<p>Minimum Required Activities:</p> <p><input checked="" type="checkbox"/> A current organizational chart is attached that reflects position, name and funding source(s) of all personnel, including any vacant positions. Within the chart indicate all personnel who perform lead-related activities. Please indicate formal or informal lines of communication between nursing and environmental staff (include district office staff, if applicable).</p> <p><input checked="" type="checkbox"/> A current list and description of other agencies and programs that the lead program works with to accomplish lead poisoning prevention activities is attached.</p>	<p>Kathleen Paciello/Program Coordinator</p> <p>Kathleen Paciello/Program Coordinator</p>
<p>OBJECTIVE 2: Maintain and update the Lead Poisoning Prevention Program nursing and environmental policy and procedure manuals. The manuals must be based on the NYS Public Health Law, NYS Administrative Rules and Regulations, Guidelines for Follow-Up of Children with EBLLs, and the Environmental Health Manual.</p>	<p>Minimum Required Activities:</p> <p><input checked="" type="checkbox"/> Maintain and update the Lead Poisoning Prevention Program nursing and environmental policy and procedure manuals.</p> <p>>The Policy and Procedure Manual is continuously updated. This manual was reviewed and approved during state audit in 2009. Significant forms revisions have occurred. The Policy & Procedure Manual has been updated to reflect these changes. A signed/dated statement of review is maintained in the front cover of the manual.</p> <p><input checked="" type="checkbox"/> Manuals are centrally located and available for use by local health department staff and for review by state staff during the site visit review process or upon request from central or regional office NYSDOH staff.</p>	<p>Kathleen Paciello/Program Coordinator</p> <p>Kathleen Paciello/Program Coordinator</p>

All activities must be specific, measurable, attainable, realistic, and time specific (SMART). 5

**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D**

10/1/10 – 9/30/11

Goals, Objectives, and Activities

Contractor: Oneida County Health Department

Contract Number: C-026522

<p>Barriers:</p> <ul style="list-style-type: none"> > There are currently no barriers related to identification of non-refugee high-risk populations. > Some barriers exist in relation to the secondary migrant refugee population. Due to the fact that secondary migrants are not always involved with MVRRC. Therefore, obtaining address information can be difficult. The LPPP Data Manager accesses Welfare Management System (WMS) records to assist with locating such families. > In the past the LPPP Data Manager screened each of the Lead Poisoning Risk Assessment Forms completed by WIC parents. Due to the fact that the Data Manager now works in the LPPP program 50% as opposed to the previous 100% time, the CLPPP Administrative Assistant now screens these forms and offers CLPPP services to eligible families. > There are no barriers associated with MCH/CHW/HF/MOM'S Program Clients. > There are no barriers associated with communicating recalls related to jewelry, toys, clothing, dishes, etc. <hr/> <p><i>Examples of high risk populations may include: children living in poverty; communities with a high prevalence of children with elevated blood lead levels; communities with a high prevalence of pre-1960 housing in poor condition; refugee and/or immigrant populations; children on Medicaid, and/or other targeted groups or areas specific to your county. Such groups may be identified through community health assessments; local census, lead surveillance and other data; focus groups; or other quantifiable or qualitative sources of information.</i></p>	
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Goal 2: Education
Increase knowledge and awareness of the public, health care providers, other professionals, and local policymakers regarding the problem of lead poisoning and its prevention in children and pregnant women, based on the needs of the county, and including the specific impact on your community.

Objectives	Activities	Personnel Responsible
<p>OBJECTIVE 4: Improve both pediatric and prenatal health care providers' knowledge, favorable attitudes and practices related to prevention, identification and management of lead poisoning among children and pregnant women in your county.</p> <p>NOTE: LHD should access the services of</p>	<p>Minimum Required Activities:</p> <p><input checked="" type="checkbox"/> Local health departments shall provide public and professional education and community outreach on lead poisoning prevention.</p> <p>List and briefly describe activities to meet this objective, including target groups, and completion dates.</p> <p>Pediatric Health Care Providers:</p> <ul style="list-style-type: none"> > Mailings are sent to area Pediatric Health Care Providers. Letters included updates related to lead poisoning issues. All mailings reference the OCHD website (annually). Increase in BLL testing rates will continue to be measured to determine the effectiveness of letters sent (ongoing). > Continue to work with Regional Lead Resource Center by providing updated lists of pediatric health 	<p>Catherine Bullwinkle/CQIC</p> <p>Judy Evans/Data</p>

All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

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**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D**

10/1/10 – 9/30/11

Goals, Objectives, and Activities

Contractor: Oneida County Health Department

Contract Number: C-026522

<ul style="list-style-type: none"> > CLPPP offers voluntary services to families residing in the high-risk designated areas of Utica who have children with BLLs 10-14. Services include home visual inspection, XRF, dust wipe sampling, issuance of Notice & Information, Notice & Demand free use of HEPA vacuum and free clearance examinations. Additionally, property owners who have a child in their unit in this range will be offered free RRP training, a \$195.00 value, (funded through CLPPP Grant). CLPPP also participates in a Paint Stabilization Study through NIH. Through this program owners receive painting supplies, paint with primer, cleaning supplies and instructions. <p>REFUGEE POPULATIONS AT RISK</p> <ul style="list-style-type: none"> > New Refugee lists with date and results of first lead test received during initial Refugee Health Assessment are received monthly by the state and are reviewed by Program Coordinator and Data Manager (ongoing). > For refugees lacking a second lead test, Data Manager contacts MVRRC to request information related to child's HCP and/or client's address and phone number and/or sends letters to parents (as needed). Refugees requiring follow-up testing are tracked (ongoing). > Data Manager will send reminder letters to medical providers notifying them that a second lead test is needed if it does not show on HIN and/or information has not been received from MVRRC Medical Coordinator. If medical provider indicates any specific refugee is no longer a client, Data Manager will seek assistance from MVRRC Coordinator. Program Coordinator will assist Data Manager in obtaining information upon Data Manager request. Letters will be sent to client to remind them of retest if no other contact information can be found. Copies are maintained of all letters mailed to providers and/or refugees (ongoing). <p>WIC CLIENTS</p> <ul style="list-style-type: none"> > WIC clients are requested to complete lead hazard surveys which contain lead screening questions at each appointment. All surveys are forwarded to CLPPP and reviewed by Administrative Assistant who offers CLPPP services to families residing in the high-risk designated areas of Utica (ongoing). <p>MCH/CHW/HF/MOM'S PROGRAM CLIENTS</p> <ul style="list-style-type: none"> > Program staff complete lead hazard questionnaires on clients and ask about lead screening. All surveys are forwarded to CLPPP and reviewed by Administrative Assistant who offers CLPPP services to families residing in the high-risk designated areas of Utica. MCH staff complete these surveys for all families, other programs complete surveys when lead hazards are noted and/or no other agencies are involved with families (ongoing). <p>ALL CHILDREN AT RISK THROUGHOUT COUNTY DUE TO LEAD RECALLS ON JEWELRY, TOYS, CLOTHING, ETC.</p> <ul style="list-style-type: none"> > A Lead Recall area is maintained on the OCHD Website which includes an archive of previous recalls and directs to the CPSC site for ongoing recalls. A Hot Link to www.wspsc.gov and www.recalls.gov invites parents, day care providers, etc. to sign up to receive recalls automatically and provides a link to the NYSDOH lead recall section (ongoing). 	<p>Rosetta St. Peter/CLPPP Home Visitation Worker</p> <p>Judy Evans/Data Manager, Kathleen Paciello/Program Coordinator</p> <p>Judy Evans/Data Manager</p> <p>Judy Evans/Data Manager</p> <p>WIC Staff</p> <p>LHD Program Staff</p> <p>Krista Drake/Community Educator</p>
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All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

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**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D
10/1/10 – 9/30/11
Goals, Objectives, and Activities**

Contractor: **Oneida County Health Department**
Contract Number: **C-026522**

	See above for information related to Grand Rounds.	
Objectives	Activities	Personnel Responsible
OBJECTIVE 5: Increase the knowledge of the public, community organizations, professional groups and policymakers on lead poisoning and its prevention in children and pregnant women in your county.	<p>Minimum Required Activities:</p> <p><input checked="" type="checkbox"/> Local health departments shall provide public and professional education and community outreach on lead poisoning prevention.</p> <p>List and briefly describe activities to meet this objective, including target group, and completion dates.</p> <p>> Continue to provide the County Executive with updated information regarding lead hazards in the county, seek support for improving screening rates, and obtain support/funding in-kind and/or match for participation in efforts to increase the number of lead safe and/or lead free housing units through work with the City of Utica (ongoing). Ongoing activity and increased support will be measured.</p> <p>> Continue to provide verbal and written updates to County Legislators on Lead Poisoning issues in Oneida County (ongoing). Ongoing activity and increased support will be measured.</p> <p>> Provide presentations on lead poisoning prevention to childcare providers Mid-York Child Care Coordinating Council in evenings or on weekends. Pre and post tests and evaluations will be reviewed.</p> <p>> Provide lead information at health fairs (2-3 per month). Track number of people who take information and/or stop to discuss lead poisoning related issues - Provide display related to Lead Poisoning and Lead Hazard Reduction at Oneida County Fair. Display/information provided will include general information, lead safe renovations, contractor lead safe work</p>	<p>Dr. Gayle Jones, Public Health Director/ Dr. Daniel Gilmore/ Environmental Health Director, Catherine Bullwinkle/CQIC</p> <p>Catherine Bullwinkle/CQIC, Daniel Gilmore/Environmental Health Director, Kathleen Paciello/Program Coordinator</p> <p>Catherine Bullwinkle CQIC, Krista Drake/Public Health Educator</p> <p>Krista Drake/Public Health Educator, LPPP Staff</p>

All activities must be specific, measurable, attainable, realistic, and time specific (SMART). 10

**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D
10/1/10 – 9/30/11
Goals, Objectives, and Activities**

Contractor: **Oneida County Health Department**
Contract Number: **C-026522**

the Regional Lead Resource Center for provider education, when applicable.	<p>care providers, prenatal health care providers, school nurses and day care providers for inclusion in RCLC newsletter mailings (ongoing). Increase in BLL testing rates will be measured.</p> <p>> Grand Rounds are held annually at St. Elizabeth Hospital with Dr. Weinberger of RLRC. St. Elizabeth Hospital produces announcements and all area HCPs are allowed to attend (3rd quarter).</p> <p>> Monthly reports are sent to RLRC. This report includes all children with current BLLs \geq $\mu\text{g}/\text{dL}$. Dr. Weinberger reviews this information and sends recommendations back to Program Coordinator. In addition, Dr. Weinberger sends BLL/FEP retest recommendations to HCPs when necessary. Program Coordinator documents this communication in each child's chart. Copies of letters sent to HCPs are copied and filed in charts.</p> <p>Prenatal Health Care Providers:</p> <p>> Mailings are sent to Ob/Gyn Providers. Letters included updates related to lead poisoning issues. All mailings reference the OCHD website. Letters including updated information will be sent once ACOG Guidelines are finalized. Increase in BLL testing rates will continue to be measured to determine the effectiveness of letters sent (ongoing).</p> <p>> See above for information related to Grand Rounds.</p> <p>Nursing Students:</p> <p>> LPPP staff will provide orientation to nursing students attending area colleges. This will be provided in the form of presentations upon request of colleges and shadowing of LPPP/CLPPP staff by nursing students (ongoing). Feedback will be provided by nursing students.</p> <p>> LPPP will continue to offer lead poisoning prevention presentations to area nursing students. Two letters were sent to each area college during the previous grant year offering presentations. To date, colleges have not followed through with providing this to their students. An additional letter will be sent offering presentations (4th quarter).</p> <p>Child Life/Early Childhood Development Students:</p> <p>> Presentations will be provided to Utica College Child Life/Early Childhood Development Students (ongoing upon request).</p>	<p>Manager</p> <p>Kathleen Paciello/Program Coordinator</p> <p>Kathleen Paciello/Program Coordinator</p> <p>Catherine Bullwinkle/CQIC</p> <p>Kathleen Paciello/Program Coordinator, Catherine Bullwinkle/CQIC/ LPPP Staff</p> <p>Kathleen Paciello/Program Coordinator</p>
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All activities must be specific, measurable, attainable, realistic, and time specific (SMART). 9

**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN**

**APPENDIX D
10/1/10 – 9/30/11**

Goals, Objectives, and Activities

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	<p>complete Phone Call Logs when receiving inquiry phone calls. Callers are asked where they learned of the program. These logs are collected and reviewed quarterly.</p> <ul style="list-style-type: none"> > Write one article on lead poisoning and pregnancy for PeriNatal Network Newsletter (upon request). LPPP staff complete Phone Call Logs when receiving inquiry phone calls. Callers are asked where they learned of the program. These logs are collected and reviewed quarterly. > Continue to update the OCHD section of the County Website. Include current information on screening, lead poisoning prevention, lead hazard reduction, work safe & work clean concepts, lead safety for contractors, EPA training links, lead related links, HEPA vac loaner program, lead recalls, maps identifying designated high-risk areas, health care provider online course with CCEs, HUD Visual Assessment course and Green Window Replacement Initiative. In addition, viewers can sign up for Property Owner, Window Replacement Seminars, Lead Safe Work Practice, Renovation and Remodeling and EPA Lead Abatement courses. Links have been added for Certified Renovators, and reports to EPA and Attorney General regarding unsafe renovations. (ongoing). LPPP staff complete Phone Call Logs to track calls from the public. Callers are asked where they learned of the program. These logs are collected and reviewed quarterly. > Continue to provide area food banks with lead poisoning prevention materials and nutrition information. Materials are to be displayed at food banks and placed into food baskets whenever possible (ongoing). Number of organizations receiving material and number of materials sent are tracked. LPPP staff complete Phone Call Logs to track calls from the public. Callers are asked where they learned of the program. These logs are collected and reviewed quarterly. > Presentations will be offered to parents at Perinatal Network at a Community Baby Showers. Lead poisoning information will be discussed and informational brochures and fliers will be provided (ongoing). Pretest and posttest scores and evaluations will be reviewed. > Lead Poisoning Prevention Week activities will include outreach and education in the form of children's art displays which include lead poisoning prevention tips. Artwork will be displayed at WIC, OCHD D&T Clinic, and DSS. In addition, posters will be designed and distributed to community agencies via email. > Provide a Lead Poisoning Prevention display at Jervis Library for a period of 1 – 2 months (depending on availability). Display will include information pertaining to identification of lead paint hazards, toy and product recalls, HEPA vacs, lead poisoning prevention tips, nutritional information, BLL testing regulations, and services provided by OCHD (4th quarter). LPPP staff complete Phone Call Logs to track calls from the public. Callers are asked where they learned of the program. These logs are collected and reviewed quarterly. > Attend Annual Nurses Conference. Provide a display, including information related to lead poisoning prevention (2nd quarter). LPPP staff complete Phone Call Logs to track calls from the public. Callers are asked where they 	<p>Catherine Bullwinkle/CQIC,</p> <p>Catherine Bullwinkle/CQIC Krista Drake/ Community Educator, LPPP Staff</p> <p>Kathleen Paciello/Program Coordinator, LPPP staff Krista</p> <p>Drake/Community Educator, Kathleen Paciello/Program Coordinator</p> <p>Kathleen Paciello/Program Coordinator</p> <p>Krista Drake/Community Educator, Kathleen Paciello/Program Coordinator</p> <p>Krista</p>
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**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN**

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	<p>practices, hand-washing information, and HEPA vac loaner program. Attendance, number of contacts, and number of handouts provided will be tracked (4th quarter).</p> <ul style="list-style-type: none"> > Continue to coordinate with the City of Utica's Commissioner of Codes for the City of Utica and the Commissioner of Urban and Economic Development to discuss Codes related issues (ongoing). Data base information will be tracked. Through a City of Utica Codes contract with OCHD, three hundred (300) exterior inspections are conducted per year (funded by CLPPP). > Provide ongoing information to OCHD Professional Advisory Board on lead poisoning with information pertaining to current LPPP and CLPPP activities (ongoing). Ongoing support will be tracked. > Provide presentations to DSS staff on Lead Poisoning Prevention including local data on incidence and prevalence. Utilize GIS maps to identify high risk areas, and strategies for collaboration with DSS staff to improve screening and client knowledge of lead poisoning hazards and recalls. Process for referrals to CLPPP Program will be discussed the Commissioner of Social Services has agreed to make Lead Poisoning Prevention training mandatory for all DSS field staff. This will also be open to all other DSS staff. Presentations are being planned for the first quarter. Pre-test/post-test scores, evaluations and number of referrals to CLPPP will be reviewed. > Provide one (1) presentation to HF, MOM's, CHJW's and MCH staff on lead poisoning prevention and collaboration on improving screening rates. Process for referrals to CLPPP Program will be discussed (4th quarter). Pre-test/post-test scores, evaluations, number of referrals to CLPPP, and BLL testing rates will be reviewed. > Provide ongoing in-service to new MAMI* Interpreter graduate groups to increase their knowledge of lead poisoning and review materials we utilize in the homes for teaching CLPPP and LPPP clients (ongoing as requested by MAMI). *LPPP, CLPPP and other OCHD staff utilize these interpreters for home visits to assist in the environmental investigations and outreach and education efforts. Increasing the knowledge base of these interpreters should improve the quality of their interpretation in homes with lead clients as well as give them knowledge to advocate for lead hazard reductions in their community group. Pretest and posttest scores and evaluations will be reviewed. > Collaborate with local media to educate the public about lead poisoning issues. Quality Improvement Coordinator, Program Coordinator, Community Educator and Community Education Coordinator will make themselves available to local media for articles and/or radio presentations as requested (ongoing). LPPP staff 	<p>Catherine Bullwinkle/CQIC</p> <p>Catherine Bullwinkle/CQIC, Kathleen Paciello/Program Coordinator</p> <p>Kathleen Paciello/Program Coordinator</p> <p>Catherine Bullwinkle/CQIC, Krista Drake/Community Educator</p> <p>Krista Drake/Community Educator, Ken Fanelli/Community Education Coordinator/ CLPPP Staff</p> <p>Catherine Bullwinkle/CQIC, LPPP Staff</p>
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**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN**

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	when BLLs are due. LPPP staff offer information and support with this process upon request (ongoing)	Kathleen Paciello/Program Coordinator
OBJECTIVE 7: Provide or arrange for blood lead testing for children in the county who require lead screening per Section 67-1, but can not obtain a lead test due to lack of insurance coverage.	<p>Minimum Required Activities:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Provide or arrange for lead testing for uninsured children and establish systems for referring screening results to the child's primary health care provider. LHDs can use grant funding for lead testing for any uninsured child. <input checked="" type="checkbox"/> Develop and implement a sliding fee schedule for blood lead testing of children from families with incomes in excess of 200% FPL, pursuant to Section 606 of the Public Health Law. The sliding fee scale should not create barriers to testing. <input checked="" type="checkbox"/> Refer parents of all children without insurance to public insurance programs. <p>➤ Lead Screening is provided for children without insurance by making an appointment with Data Manager. HCPs are notified of availability of this service through copies of re-test reminder letters sent to parents/guardians. Data Manager will schedule children at the OCHD Diagnostic & Treatment Center (clinic) for appointments on Thursday mornings between 9 -11 am and at other times as emergency situations arise. Ongoing log is kept of all appointments scheduled. HCP is contacted with the results of BLLs. Family is referred for insurance coverage through Family or Child Health Plus or Medicaid (ongoing). Log of appointments made at OCHD Clinic by Data Manager are kept and matched to billing data.</p> <p>➤ Sliding fee schedule is available at 200% of poverty for children without insurance. No one is turned away for an inability to pay (OCHD policy).</p> <ul style="list-style-type: none"> • Children who do not have a medical provider may be referred to the OCHD Clinic by appointment. OCHD Medical Director, Dr. Susan Blatt, will sign the script for children to receive lead testing. Families will be assisted to obtain a medical provider (ongoing). Log of appointments made at OCHD Clinic by Data Manager are kept and matched to billing data. <p>➤ Refugees receive initial and follow-up tests. The Oneida County Health Clinic conducts initial tests. Three to six month follow-up tests will also be conducted by the OCHD Clinic if the family has not obtained a HCP. Lead Coordinator works with the Data Manager to send requests for HCP information to the Health Clinic and/or Mohawk Valley Refugee Center (MVRC). Requests are also sent to HCPs to re-test children when necessary (ongoing). OCHD Clinic staff have HIN access and track initial BLLs of refugees.</p> <p>➤ Program Coordinator or his/her designee will assist families to find a medical provider directly or by referral to appropriate agencies, refer them to their school based clinic if available, or refer them to a facilitated enroller if a lack of insurance is preventing the child from accessing medical care (ongoing). Number of HCP/Clinic referrals are tracked.</p>	<p>Judy Evans/Data Manager</p> <p>Judy Evans/Data Manager</p> <p>Judy Evans/Data Manager</p> <p>Judy Evans/Data Manager, Kathleen Paciello/Program Coordinator, James Rudnitski/Family Education Specialist,</p>

All activities must be specific, measurable, attainable, realistic, and time specific (SMART). 14

**LEAD POISONING PREVENTION PROGRAM
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	learned of the program. These logs are collected and reviewed quarterly.	Drake/Community Educator
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Goal 3: Blood Lead Testing and Screening
All children and pregnant women are tested for lead poisoning consistent with requirements outlined in NYS Public Health Law, Administrative Rules and Regulations and CDC guidelines.

Objectives	Activities	Personnel Responsible
<p>OBJECTIVE 6: By the end of this grant year, counties should make meaningful incremental progress to increase the percentage of children who receive a screening blood lead test:</p> <ul style="list-style-type: none"> • At or around age one to at least 80%, and • At or around age two to at least 80% <p>NOTE: Planned activities should align with barriers identified and any relevant educational activities described in Goal 2. as a way to increase testing and screening.</p>	<p>Minimum Required Activities:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> All records in LeadWeb are pre-screened daily to assure timely and appropriate follow-up for children with elevated blood lead levels. <input checked="" type="checkbox"/> All records in LeadWeb are matched at least weekly. <input checked="" type="checkbox"/> Local barriers are identified to achieving required lead screening at or around one and two years of age. (For example, families do not obtain lead tests at outside laboratories when a lab slip is written by a provider; health care providers are skeptical about the need for lead screening) <input checked="" type="checkbox"/> Strategies are identified to reduce or eliminate the major barriers identified to improve screening practices in your county. <p>➤ LeadWeb is used to identify children approaching two years of age who are due for a second required blood lead test. Parents/guardians are sent reminder notices which are copied to Health Care Providers (ongoing). Number of two years old being tested and overall testing rates are tracked.</p> <p>➤ All education and outreach activities described in Goal 2 are also intended to increase testing and screening. This is measured by increase in BLL testing rates (ongoing).</p> <p>➤ CQIC is working toward obtaining LeadCare II equipment for area clinics in order to increase testing rates. This is being done through CLPPP.</p> <p>➤ Early Intervention staff have been given access to HIN/LeadWeb and provide parents/guardians with reminders</p>	<p>Judy Evans/Data Manager</p> <p>Catherine Bullwinkle/CQIC, Kathleen Paciello/Program Coordinator, Krista Drake/ Community Educator</p> <p>Catherine Bullwinkle/CQIC</p>

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	<p>➤ Provide Lead Risk Reduction Educational Materials and Retest Reminder Letters: Provide lead risk reduction information and nutrition information to the parents of all children identified with a BLL of 9 – 14 ug/dL through a direct mailing. Mailings are documented on the Lead Instruction Sheet. Charts are maintained including a copy of the Lead Instruction Sheet with handouts checked that were mailed to parents/guardians. Reminder letters are sent notifying parents/guardians of the date for the next lead test (daily – at the time case management screens are completed).</p> <ul style="list-style-type: none"> Track all children with BLLs \geq 9-14 ug/dL to assure follow-up testing within appropriate timeframes. Review LeadWeb data to assure retesting is taking place as per reminder letter. All children with BLLs \geq 9 - 14 ug/dL are reviewed in Lead Web at least quarterly to ensure re-tests are occurring and/or reminder letters are being sent. Parents/guardians of children being identified as being overdue for re-testing are sent a reminder letter with a copy being sent to the child's HCP, when known (ongoing). Lead risk reduction and nutrition information is provided to the parents/guardians of all children identified with BLLs \geq 15 ug/dL through a direct mailing and/or discussion by telephone and during initial visit by Outreach Worker/Family Education Specialist and Sanitarian. Parents/guardians are offered free use of HEPA vacs. Parents/guardians, school staff, service providers, and HCPs (when known) are provided with a letter explaining the need for follow-up testing within appropriate timeframes (ongoing). - Number of children receiving BLL re-tests is tracked. <p>• CLPPP accepts children ages 0-3 yrs. of age into the CLPPP program that have presented with an EBLL of 10-14 ug/dL in the City of Utica's high risk designated areas. Children ages 4-6 years of age with a similar EBLL in the high risk designated area are accepted on a case-by-case basis depending on staff availability and caseload sizes. CLPPP staff works with LPPP staff to send out fliers that home inspections and dust wipe sampling are available upon request. These households receive cleaning supplies, use of HEPA vacs, primer touch-up kits free clearance testing and XRF testing. Notice & Demands are issued if elevated lead-in dust levels are found upon inspection, XRF, and laboratory analysis of dust wipe samples. Whenever necessary, enforcement action will be taken. If at any time during this process, a child's BLL elevates to \geq15 ug/dL, they will be discharged from CLPPP home visitation services and will be referred to LPPP for Case Coordination services. The LPPP Sanitarian will then notify the CLPPP program when all Notice & Demand requirements are satisfied and the unit has passed clearance testing. A copy of the clearance is provided to the CLPPP program for client files. The case is then discharged from the CLPPP database. CLPPP activities will be tracked on a Quality Management Tracking Tool. LPPP activities will be tracked in LeadWeb. (ongoing).</p> <p>➤ Bi-weekly case reviews are held with Program Coordinator, Outreach Worker, Family Education Specialist and Sanitarian in order to monitor and evaluate follow-up activities for children with BLLs \geq15 ug/dL including but not limited to ASQ's, BLLs, change of primary and secondary addresses, HCPs, Env. inspections and re-inspections. Program Coordinator enters notes into LeadWeb for each case reviewed. In the absence of the Program Coordinator, the Family Education Specialist acts as designee for case</p>	<p>Judy Evans/Data Manager, Jack Ksiadz/Outreach Worker, James Rudnitski/Family Education Specialist</p> <p>Catherine Bullwinkle/CQIC, Rosetta St. Peter/LPP Home Visitation Worker, Andrea Dorsey/ Administrative Assistant, CLPPP staff</p> <p>Jack Ksiadz/Outreach Worker, Eric Jackson/ Sanitarian, James</p>
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All activities must be specific, measurable, attainable, realistic, and time specific (SMART). 16

**LEAD POISONING PREVENTION PROGRAM
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		<p>Jack Ksiadz/Outreach Worker</p>
<p>Goal 4: Follow Up of Children with Elevated Blood Lead Levels All children with elevated blood lead levels receive timely and appropriate follow-up services, consistent with the Public Health Law, Administrative Rules and Regulations and CDC guidelines.</p>		
<p>Objectives</p> <p>OBJECTIVE 8: Institute measures to identify and track all children with BLL \geq 10 mcg/dL to assure appropriate follow-up in accordance with current NYSDOH regulations (10 NYCRR, Part 67) and guidelines.</p> <p>"Follow-up" means actions by local health units and health care providers which, depending on the blood lead level and exposure history of the child, shall include as appropriate: risk reduction education, follow-up testing, confirmatory testing, diagnostic evaluation, medical management, environmental management and case management, in accordance with generally accepted medical standards and public health guidelines.</p>	<p>Activities</p> <p>Minimum Required Activities: Nursing Follow Up of Children with Elevated Blood Lead Levels</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> All records LeadWeb are pre-screened daily to assure timely and appropriate follow-up for children with elevated blood lead levels. <input checked="" type="checkbox"/> All records in LeadWeb are matched at least weekly. <input checked="" type="checkbox"/> LeadWeb follow-up screens are completed for all children with blood lead levels \geq 10 mcg/dL. <input checked="" type="checkbox"/> Children requiring environmental management services are referred to LHD or DO environmental staff received through LeadWeb. <input checked="" type="checkbox"/> All children with BLLs \geq 10 mcg/dL are tracked to assure follow-up testing and other follow up activities within appropriate timeframes. <input type="checkbox"/> If the LHD is serving as child's primary care provider, all follow up services required in Part 67-1 are provided. N/A <p>➤ LPPP now uses a Secure Shared Drive to assist in tracking case information and for Program Coordination oversight of program information. In addition LeadWeb is used to generate reports and to identify children needing follow-up services and BLL reminder letters.</p> <p>➤ Program Coordinator reviews LeadWeb information, including BLLs, case notes, and Env. status for each lab slip received. Notes are then entered into LeadWeb.</p>	<p>Personnel Responsible</p> <p>Judy Evans/Data Manager, Jack Ksiadz/Outreach Worker, Eric Jackson/Sanitarian, James Rudnitski/Family Education Specialist, Kathleen Paciello/Program Coordinator</p> <p>Kathleen Paciello/Program Coordinator</p>

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	<p>and number of cases reviewed are tracked on a LPPP Quality Management Table.</p> <ul style="list-style-type: none"> ➤ Outreach Worker/Family Education Specialist contacts school nurse, school social workers, and/or child's classroom teacher regarding all cases involving school aged children. Outreach Worker/Family Education Specialist discusses child's BLL and any developmental and behavioral concerns. In addition, Outreach Worker/Family Education Specialist keep school nurses, social workers, and/or teacher's apprised of changes in children's BLLs and retest dates via written communication. This is done providing the parent/guardian has signed a HIPAA release form allowing HD staff to discuss the child with school district staff (ongoing). ➤ Outreach Worker/Family Education Specialist completes written Service Reports and requests for Nutritional/Developmental Assessments, which are sent to identified children's HCPs (ongoing). When Nutritional Assessments have not been completed and returned to LPPP by the time of case closure, the Program Coordinator places a telephone call to the HCP requesting the report be completed and returned. If the report is not received within ten (10) days of this request, Program Coordinator sends a letter by regular and certified mail requesting the form be completed and returned within ten (10) days. Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sanitarian at least bi-weekly in order to identify cases in which this process is needed. A table is maintained by the Program Coordinator to determine which HCPs do not routinely return these assessments. If trends are identified, Program Coordinator will contact HCPs to discuss the need for these assessments to be completed and returned (ongoing). ➤ At the time of case closure, Data Manager sends a letter to the HCP, service providers (providing HIPAA includes specific agencies) and parents/guardians explaining the reason for closure and request for continued follow up related to BLLs, nutritional and developmental status. Outreach Worker/Family Education Specialist completes Case Closure Form to be reviewed and signed by Program Coordinator/designee (ongoing). Potential case closures are identified by Program Coordinator at the time lab slips are reviewed and at bi-weekly case review meetings (ongoing). ➤ Program Coordinator or designee reviews each new lab slip related to cases involved in LPPP Case Coordination. Status of the Environmental case is reviewed in LeadWeb and/or with the Sanitarian. A note is entered into LeadWeb for each case reviewed. In addition, the number of cases reviewed is entered in the LPPP Quality Management Table. ➤ If families have barriers to communication that would prevent access to care and/or the provision of safe and appropriate care or education by OCHD personnel, the Program Coordinator or his/her designee will contact the appropriate community interpretation/translation provider as per the Agency's 	<p>Jack Ksiadz/Outreach Worker, James Rudnitski/Family Education Specialist, Kathleen</p> <p>Jack Ksiadz/Outreach Worker, James Rudnitski/Family Education Specialist, Kathleen</p> <p>Judy Evans/Data Manager, Jack Ksiadz/Outreach Worker, James Rudnitski/Family Education Specialist, Kathleen Paciello/Program Coordinator</p> <p>James Rudnitski/Family Education Specialist, Kathleen Paciello/Program Coordinator</p> <p>James Rudnitski/Family Education Specialist,</p>
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**LEAD POISONING PREVENTION PROGRAM
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	<p>review meetings. Dates of meetings and number of cases reviewed are tracked on a LPPP Quality Management Table.</p> <ul style="list-style-type: none"> ➤ A table has been developed in the LPPP Secure Shared Drive which provides staff the ability to enter case information on an ongoing basis related to cases that need to be discussed at bi-weekly case review meetings. The outcome of these discussions are recorded on this table as well as in LeadWeb notes. ➤ Bi-weekly Unit Meetings are held with Program Coordinator, Outreach Worker, Family Education Specialist, Data Manager, and Sanitarian in order to discuss any questions staff have related to programmatic issues. A table has been developed in the LPPP Secure Shared Drive which provides staff the ability to meeting topics on an ongoing basis. The outcome of these discussions are recorded on this table. ➤ Initial joint home visits with Outreach Worker/Family Education Specialist and Sanitarian are scheduled (ongoing). Initial cases received are discussed at bi-weekly case review meetings. Dates of meetings and number of cases reviewed are tracked on a LPPP Quality Management Table. ➤ Outreach Worker/Family Education Specialist provides risk reduction education, educates parents/guardians about follow-up activities and completes ASQ developmental screening with parent. Sanitarian performs initial and follow-up testing and environmental management. All is done in accordance with generally accepted medical standards and public health guidelines (ongoing). Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sanitarian at least bi-weekly in order to receive case updates and provide support. Dates of meetings 	<p>Rudnitski/Family Education Specialist, Kathleen Paciello/Program Coordinator</p> <p>Jack Ksiadz/Outreach Worker, Eric Jackson/Sanitarian, James Rudnitski/Family Education Specialist, Kathleen Paciello/Program Coordinator</p> <p>Jack Ksiadz/Outreach Worker, Eric Jackson/Sanitarian, James Rudnitski/Family Education Specialist, Kathleen Paciello/Program Coordinator</p> <p>Jack Ksiadz/Outreach Worker, Eric Jackson/Sanitarian, James Rudnitski/Unit Supervisor, Kathleen Paciello/Program Coordinator</p> <p>Jack Ksiadz/Outreach Worker, James Rudnitski/Family Education Specialist</p>
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	<p>Outreach Worker/Family Education Specialist will perform a drive-by to attempt contact and access to the home. If he/she is unable to gain access, they will leave an OC-6 form notifying the family to make contact with the program to schedule a home visit. Outreach Worker/Family Education Specialist and Sanitarian will maintain a copy of OC-6 forms in the case record (ongoing). Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sr. Sanitarian bi-weekly in order to ensure contact has been attempted and/or contact has been made regarding new cases received. Case review notes are entered into LeadWeb by Program Coordinator/Family Education Specialist and the number of cases reviewed are recorded on LPPP Quality Management Table.</p> <ul style="list-style-type: none"> ➤ In instances where it is expected that there could be a communication barrier, Sanitarian will request assistance from Outreach Worker or Program Coordinator/Family Education Specialist to schedule an interpreter as per Agency policy (ongoing). Program Coordinator holds case review meetings with Outreach Worker/Family Education Specialist, and/or Sanitarian at least bi-weekly to ensure the Barriers to Communication Policy is being adhered to and to track working relationship with interpreter service. When difficulties are encountered with interpreter services, Program Coordinator sends an email message to Director of MAMI services and follows up until issues are resolved. ➤ Home risk assessment visits will be carried out as per Environmental policy and may include visual inspection, XRF testing, dust wipe samplings, soil, water, or other samples as indicated and may include secondary addresses if indicated (ongoing). Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sr. Sanitarian at least bi-weekly to ensure testing is being completed and to track progress of completed units. Case review notes are entered into LeadWeb by Program Coordinator/Family Education Specialist and the number of cases reviewed are recorded on LPPP Quality Management Table. ➤ If testing is positive for lead-based paint or other lead hazards, the Sanitarian will complete and mail a "Notice & Demand" to the homeowner or landlord within ten (10) business days of the home visit if applicable, as per OCHD policy (ongoing). Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sanitarian at least bi-weekly. Program Coordinator or designee review all Notice and Demands that are sent in order to ensure they are being sent in a timely manner. ➤ All samples taken at any residences will be prepared, labeled and mailed to the appropriate laboratory by Sanitarian as per OCHD policy (ongoing). 	<p>Jack Ksiadz/Outreach Worker, James Rudnitski/Family Education Specialist, Kathleen Paciello/Program Coordinator</p> <p>Eric Jackson/ Sanitarian, Jack Ksiadz/Outreach Worker, James Rudnitski/Family Education Specialist, Kathleen Paciello/Program Coordinator</p> <p>Eric Jackson/ Sanitarian, Kathleen Paciello/Program Coordinator</p> <p>Eric Jackson/ Sanitarian, Jackie St. Thomas/Principal Clerk, Kathleen Paciello/Program Coordinator, James Rudnitski/Family Education Specialist</p> <p>Eric Jackson/ Sanitarian</p>
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All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

20

**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D**

10/1/10 – 9/30/11

Goals, Objectives, and Activities

Contractor: Oneida County Health Department

Contract Number: C-026522

	<p>"Preventing Barriers to Communication Policy" and contracts (ongoing). Interpreter logs are maintained and matched to invoices received for interpreter services and are reviewed by Program Coordinator or designee. Number of times interpreters are used per month are tracked.</p> <ul style="list-style-type: none"> ➤ Program Coordinator and Data Manager formally meet weekly in order to discuss programmatic issues and to review cases requiring closure. A table has been put in the LPPP shared drive in order to enter topics to be discussed and to track information discussed. <p>Environmental Management</p> <p>Partial Service Counties</p> <p><input type="checkbox"/> Partial service counties should communicate and coordinate with district offices to refer cases and assure environmental management is completed.</p> <p>Full Service Counties</p> <p><input checked="" type="checkbox"/> Provide environmental management services for all children referred for environmental management in accordance with guidelines.</p> <p><input checked="" type="checkbox"/> Exposure investigations should be completed within the guidelines and timeframes included in CSFP 720 of the Environmental Health Manual. When lead hazards are identified as a result of an EBLL investigation, a notice and demand for correction of the hazards is issued in an efficient manner.</p> <p><input checked="" type="checkbox"/> Environmental follow up associated with an EBLL investigation will continue until the case is closed in accordance with CSFP 734 of the Environmental Health Manual.</p> <p><input checked="" type="checkbox"/> Maintain or provide for a reliable workforce to investigate and manage cases of EBLL by (1) maintaining current status as an EPA certified firm and a sufficient number of EPA-certified risk assessors, (2) depending on a formal association with a District Office, or (3) contracting with an outside company or agency for XRF services.</p> <p><input checked="" type="checkbox"/> Complete LeadWeb environmental screens for all children for whom environmental services are provided.</p> <p>List and briefly describe the activities to meet this objective, and any additional follow-up case coordination activities conducted beyond those minimally required.</p> <ul style="list-style-type: none"> ➤ Sanitarian, with the requisite EPA Risk Assessment Certification, or Outreach Worker/Family Education Specialist will contact families to schedule an appointment for a home visit within the recommended timeframes based on child's BLL. In cases where the family does not have a phone, Sanitarian or 	<p>Kathleen Paciello/Program Coordinator</p> <p>Kathleen Paciello/Program Coordinator, Judy Evans/Data Manager</p> <p>Eric Jackson/ Sanitarian,</p>
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All activities must be specific, measurable, attainable, realistic, and time specific (SMART).

19

**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D
10/1/10 – 9/30/11**

Goals, Objectives, and Activities

**Contractor: Oneida County Health Department
Contract Number: C-026522**

Goal 5: Primary Prevention		
Lead hazards in the community are identified and controlled <i>before</i> children become lead poisoned.		
Objectives	Activities	Personnel Responsible
Objective 9: Plan, develop and implement primary prevention activities that are consistent with identified needs and available resources.	Minimum Required Activities: <input checked="" type="checkbox"/> Identify and partner with other local agencies, organizations and stakeholders to develop a shared local approach for primary prevention. <input checked="" type="checkbox"/> Identify local communities, neighborhoods and buildings with the highest need for primary prevention strategies. <input checked="" type="checkbox"/> Develop strategies, consistent with local resources, to provide primary prevention services to the areas of highest need. List and briefly describe activities to meet this objective including target groups, and completion dates. Please refer to CLPPP activities and CLPPP Workplan for detailed activities	

All activities must be specific, measurable, attainable, realistic, and time specific (SMART). 22

**LEAD POISONING PREVENTION PROGRAM
LOCAL HEALTH DEPARTMENT LEAD POISONING PREVENTION WORK PLAN
APPENDIX D
10/1/10 – 9/30/11**

Goals, Objectives, and Activities

**Contractor: Oneida County Health Department
Contract Number: C-026522**

<ul style="list-style-type: none"> > Sanitarian tracks all investigations, Notice & Demands, re-inspections, enforcements, and outstanding addresses to be acted upon for initial inspection, re-inspection and enforcement in LeadWeb (ongoing). Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sanitarian at least bi-weekly in order to discuss any barriers to completing inspections in a timely manner. Case review notes are entered into LeadWeb by Program Coordinator/Family Education Specialist and the number of cases reviewed are recorded on LPPP Quality Management Table. > Sanitarian completes LeadWeb environmental case management screens for all children with BLL's \geq 15 ug/dL. <ul style="list-style-type: none"> • Two Sanitarians and a Sr. Sanitarian are trained and EPA certified to investigate and manage cases of EBLLs (ongoing). Information is entered into LeadWeb and reviewed by Program Coordinator. Program Coordinator and/or designee reviews all Notice and Demands that are sent in order to ensure they are being sent in a timely manner. > Environmental case management associated with EBLL investigations continues until the case is closed in accordance with CSFP 734 of the Environmental Health Manual. Dust Wipe Sampling will be performed at each residence to ensure that units pass clearance testing prior to closing cases (ongoing). Program Coordinator or designee reviews LeadWeb information to approving case closures. > Sanitarian prepares cases for enforcement actions in consultation with Program Coordinator and Assistant County Attorney (ongoing). Program Coordinator holds case review meetings with Outreach Worker, Family Education Specialist and/or Sanitarian at least bi-weekly. Cases needing enforcement action are discussed. Case review notes are entered into LeadWeb by Program Coordinator/Family Education Specialist and the number of cases reviewed are recorded on LPPP Quality Management Table. > Weekly meetings are held with Sanitarian in order to identify cases requiring enforcement action in detail. A table is maintained which tracks activity related to each case discussed. 	<p>Eric Jackson/ Sanitarian, Kathleen Paciello/Program Coordinator</p> <p>Eric Jackson/Sanitarian, Kathleen Paciello/Program Coordinator</p> <p>Eric Jackson/Sanitarian, Kathleen Paciello/Program Coordinator</p> <p>Eric Jackson/ Sanitarian, Kathleen Paciello/Program Coordinator, Brian Miga/OCHD Attorney</p> <p>Eric Jackson/Sanitarian, Kathleen Paciello/Program Coordinator</p>
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All activities must be specific, measurable, attainable, realistic, and time specific (SMART). 21

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: Donna Hoinski
Title: Health Program Administrator I
Address: 878 Corning Tower Building, ESP, Albany NY 12237-0657
Telephone Number: (518) 474-4569
Facsimile Number: (518) 473-3391
E-Mail Address: DMH01@health.state.ny.us

Oneida County Health Department

Name: Daniel Gilmore
Title: PHD, Environmental Health Director
Address: Oneida County Health Department
185 Genesee Street, 4th Floor
Utica, NY 13501
Telephone Number: (315) 798-5480
Facsimile Number: (315) 798-6486 (315) 266-6138
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, 5th 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

FN 20 11 - 138

RECEIVED
ONEIDA COUNTY LEGISLATURE
APR 11 AM 11:39

March 28, 2011

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

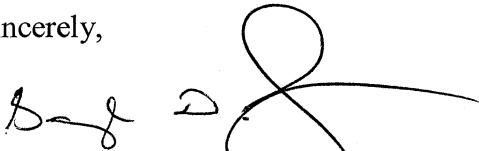
Re: C-023257

Attached are four (4) copies of an amendment between Oneida County through its Health Department and The New York State Department of Health – Immunization Action Plan.

This amendment is for fiscal year April 1, 2010 through March 31, 2011 in the amount of \$9,379. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

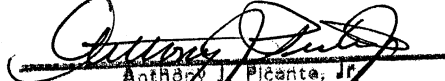
Sincerely,



Gayle D. Jones, PhD., 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 4/8/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Diagnostic & Treatment Services (D&T)

NAME AND ADDRESS OF VENDOR: NYS Department of Health
Corning Tower, Gov. Nelson A. Rockefeller
Room 649, Corning Tower, ESP
Albany, New York 12237-0627

VENDOR CONTACT PERSON: Jodi Schoen, Health Program Administrator I

SUMMARY STATEMENTS: The NYS Immunization Program with the Healthy People Year 2010, is to meet or exceed a 90% statewide immunization coverage level for two year old children with 4 DTP, 3 polio, IMMR, 3 Hib and 3 Hep B immunizations. Other goals of this contract are to promote the importance of immunizations for children and adolescents through education and outreach, increase awareness of adult immunization against influenza, pneumococcal, human papillomavirus, hepatitis A and B, tetanus, diphtheria, varicella, measles, mumps and rubella disease, support the state's effort to implement a statewide immunization registry (NYSIIS).

FISCAL YEAR: April 1, 2010 through March 31, 2011

TOTAL: \$9,379 This is a cost of living adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Expenditures must occur in this contract year.

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

FUNDING SOURCE: A3408 Grant Award for Cost of Living Adjustment (COLA)

Less Revenues: _____

State Funds: \$9,379

County Dollars – Previous Grant -0-

County Dollars – This Grant -0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES

DATE: March 28, 2011



STATE OF NEW YORK DEPARTMENT OF HEALTH

Corning Tower The Governor Nelson A. Rockefeller Empire State Plaza Albany, New York 12237
www.health.ny.gov

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

March 17, 2011

Gayle D. Jones, PhD, MPH, CHES
Oneida County Health Department
Adirondack Bank Building, 185 Genesee St
Utica, New York 13501

Contractor Name: Oneida
Contract Number: C-023257
COLA Amount: \$9,379
Contract Initiative: Immunization

Dear Director Jones:

Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 111 of the Laws of 2010, the 2010-11 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2010 and March 31, 2011.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible but no later than August 1, 2011.**

Sincerely,

Jodi Schoen
Health Program Administrator 1
Bureau of Immunization

This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2010-11 State fiscal year.

Signed: _____

Title: Oneida County Executive

Date: _____

Attachment: Standard Voucher

Approved as to Form Only
Assistant County Attorney

By: _____
Brian M. Miga
Assistant County Attorney

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

March 23, 2011

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

FN 20 11 - 139

RECEIVED
ONEIDA COUNTY LEGISLATURE
2014 APR 11 AM 11:53

PUBLIC HEALTH WAYS & MEANS

Re: C-023414 Integrated Cancer Services Program
The New York State Department of Health - Integrated Cancer Services.

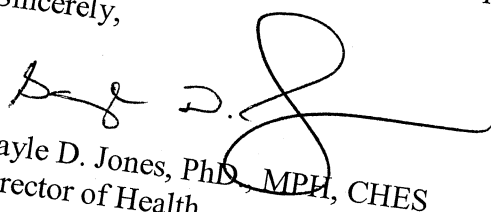
Dear Mr. Picente:

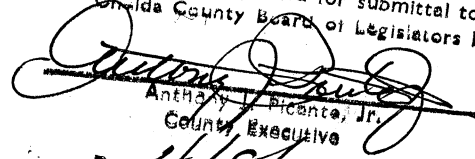
Attached are four (4) copies of a grant between Oneida County through its Health Department and the New York State Department of Health - Integrated Cancer Services.

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 2010, clinical breast examinations, screening mammograms, ultrasounds/diagnostic mammograms, breast biopsies, pap/pelvic exams, cervical biopsies, fecal immunochemical tests and colonoscopies were performed. 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, 2011 and remain in effect through March 31, 2012 with reimbursement to Oneida County in the amount of \$239,721. This grant is 100% funded by the New York State Department of Health.

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

Sincerely,


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

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

Anthony J. Picente, Jr.
County Executive
Date 4/8/11

attachments
ry

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Community Wellness

C023414

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Div. of Chronic Disease & Injury Prevention
Empire State Plaza
Corning Tower, Room 515
Albany, New York 12237-0675

VENDOR CONTACT PERSON: Suzanne Fusco, Finance Assistant

DESCRIPTION OF CONTRACT: Build and maintain collaborative relationships with health, human service, education and other community organizations to provide and promote utilization of cancer screening services among the priority populations throughout the entire proposed service area, enroll members of the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services, 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.

PREVIOUS CONTRACT YEAR: April 1, 2010 through March 31, 2011

TOTAL: \$262,081

THIS CONTRACT YEAR: April 1, 2011 through March 31, 2012

TOTAL: \$239,721

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

FUNDING SOURCE: A3451 Grant Award

Less Revenues: _____

State Funds: \$239,721

County Dollars – Previous Contract -0-

County Dollars – This Contract -0-

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

DATE: March 23, 2011

Signature Page for:

Contract Number: C023414

Contractor: Oneida County Department of Health

Amendment Number: 3

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

CONTRACTOR SIGNATURE:

By: _____

Date: _____

Anthony J. Picente, Jr.
(Printed Name)

Approved as to Form Only
Assistant County Attorney

Title: Oneida County Executive

By: _____
Brian M. Miga
Assistant County Attorney

STATE OF NEW YORK)

County of _____) SS:

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

(Signature and office of the individual taking acknowledgment)

STATE AGENCY SIGNATURE

By: _____

Date: _____

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: _____

Agency Code: 12000
APPENDIX X

Contract Number: C023414

Contractor: Oneida County Department of Health

Amendment Number: 3

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

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

- Modifies the contract period at no additional cost
- Modifies the contract period at additional cost
- Modifies the budget or payment terms
- Modifies the workplan or deliverables
- Replaces appendix (ces) B and D (10/11), with the attached appendix (ces) B and D (11/12).
- Adds the attached appendix (ces) _____
- Other (describe): _____

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

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

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

\$ 780,612 From 4/1/08 to 3/31/11
(Value before amendment) (Initial start date)

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

\$ 239,721 From 4/1/11 to 3/31/12

This will result in new contract terms of:

\$ 1,020,333 From 4/1/08 to 3/31/12
(All years thus far combined) (Initial start date) (Amendment end date)

APPENDIX B (11/12)

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

4/1/11-3/31/12

C023414

PERSONNEL	% Time	Annual Salary	Budget
Program/Outreach Coordinator	100	\$40,638	\$36,574
Case Manager	100	\$38,060	\$36,157
Data Manager	100	\$38,784	\$36,845
Fiscal Services Administrator	20	\$82,745	\$3,310
Fringe @ 40.91%			\$46,182
Subtotal			\$159,068
OTPS			
Office Technology			\$2,416
Office Supplies			\$2,367
Postage			\$2,640
Television Campaign/Advertising			\$19,510
Promotional Items			\$580
Provider Recognition			\$400
Incentives			\$1,500
Partnership Meetings			\$760
Patient Recruitment Materials			\$1,005
Education			\$305
Screening/Recruitment			\$1,420
Subcontract			\$44,587
Mileage/Other			
Transportation/Hotel			\$3,060
Registration/Materials Fee			\$103
Subtotal			\$80,653
Total			\$239,721

Contractor Budget Justification

<u>Budget Line</u>	<u>Justification</u>	<u>Calculation</u>	<u>Amount from DOH</u>
<p>Personnel Program/Outreach Coordinator</p>	<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"> • 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; • Assisting the partnership collaborators in developing, implementing and evaluating effective recruitment strategies, with specific emphasis on clients having the greatest need for services and priority populations; 	<p>1.0 FTE @ \$40,638</p>	<p>\$36,574</p>

- 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;
- Responsible for recruitment of new providers and will assist with orientation of new providers.

Case Manager

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.

1 FTE @ \$38,060

\$36,157

Data Manager

	<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 FTE @ 38784</p> <p>\$36,845</p>
<p>Director of Community Wellness</p>	<p>Administrative oversight of the Partnership Grant. Provides guidance and direction to Partnership staff as indicated. Assists with hiring and orientation of new partnership staff. Will attend partnership meetings. Responsible for initiating new contracts and renewing current provider contracts. Assist program coordinator with completing budgets, workplans and grant preparation. Attends County Legislator meetings and educates legislators about the program and services available. Acts as a consultant for medical issues as she is a registered nurse.</p>	<p>1 FTE @ \$53, 652 15% on the project 15% in kind</p> <p>\$0</p>

Fiscal Services Administrator	Administrator with complete oversight of Health Department billing, accounting and finances. Department budget preparation, 20% time with CSP staff for guidance, assists with budgets, and fiscal planning. Does purchase orders, vouchers, mileage payments and quarterly reports BSRO. Responsible to disperse funds to all clinical service providers and contractual agencies for infrastructure costs. Attest to the CSP that all costs for which reimbursement is requested are true and accurate, to the best of his knowledge, by signing state vouchers.	1 FTE @ \$82,745 20% on the proejct 16% in kind 4% in the Budget	\$3,310
Director of Health	Administrator with complete oversight of Health Department programs and staff. Provides guidance and direction to CSP. Prepares review of state contracts for County Executive and Board Legislators.	1 FTE @ \$78,778 1% on the project 1% in kind	\$0
Assistant County Attorney	Responsible for legal issues relating to program including contracts. Reviews any documents, contracts or charts going to court. Assists with release of information. Consultant for legal matters relating to client situations and general advisor.	1 FTE @ \$29,677 5% on the project 5% in kind	\$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	1 FTE @ \$43,356 10% on the project 10% in kind	\$0
Public Health Coordinator	Assists in writing PSA's and other health related information for the media. Edits all Health Education information written prior to sending to the media. Assists with outreach and education events. Schedules and informs staff of scheduled health fairs and other events. Arranges media appearances for coordinator.	1 FTE @ \$46,863 10% on the project 10% in kind	\$0

Community Health Worker Coordinator	Assists with CSP Outreach and Education at Health Fairs and events. Provides information on CSP program and services when providing information on other Health Department programs. Member on Outreach and Education Committee. Provides 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.	1 FTE @ \$38,928 5% on the project 5% in kind	\$0
Community Health Workers	4 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. This usually amounts to about 10 hours each per year, so a total of 40 hours per year among the four CHW's.	1 FTE @ \$24,372 4 CHW's at 2% on the project, each 4 x \$487 = \$1,948 2% in kind	\$0
Public Health Nurses	Four Public Health Nurses (PHN) provide 10 hours each a year of door to door outreach in the high risk area of Utica. PHN's provide information on OCHD programs and include information on CSP. PHN's distribute CSP brochures, explain the program and refer uninsured residents who consent to CSP.	1 FTE @ \$46,091 4 PHN's at 2% on the project, each 4 x \$922 = \$3,688 2% in kind	\$0
Computer Support	Provides technical advice and assistance on an as needed basis. Installation of software when needed.	1 FTE @ \$59,551 10% on the project 10% in kind	\$0
Administrative Assistant	Assists in keeping track of contract process. Trains and advises clerical staff in contract management process.	1 FTE @ \$35,679 5% on the project 5% in kind	\$0
Subtotal Fringe @ 40.91%			\$112,886 \$46,182

Billing Specialist	Provides HR services and payroll services to OCHD employees.	Part Time @ \$23/hr Approximately 26 hours/year 26 x \$23 = \$598	\$0
Continuous Quality Assurance Coordinator OCHD Contractual at \$55 per hour	She is trained on the CSP and spends 6.75 hours per quarter auditing CSP records and advising staff on QA issues such as accuracy in documentation.	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 3 applications per year \$28 per hour = \$84. 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, = \$340. 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.	See calculations to the left	\$0
American Cancer Society	Peter Cittadino of American Cancer Society is very active on Outreach Committee. Peter Cittadino assists with development and design of Partnership literature and brochures. Prints materials and assists in chairing and planning meetings for events. Peter also assists with advocacy meetings. All In-Kind contribution. 150 hours of Peter's time at salary \$40/hour=\$6000. 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 3 events = \$150), 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)	See calculations to the left	\$0
Personnel Totals:			\$159,068

<u>Other Than Personal Services (OTPS)</u>			
Administration			\$7,423
Office Technology			\$2,416
	Our copier/fax costs \$1,716 a year to lease. Also requesting an additional \$632 in case any of the equipment needs to be replaced or fixed (ie: computer, printer)	Copier/Fax @ \$143 X 12 = \$1716 Additional small office equipment if needed- \$700	
Insurance			\$0
	Periodically we need insurance certificates in order to participate in health events or do outreach in certain locations	\$341/year	
Office space/rent			\$0
	CSP utilizes 620 square feet of space at \$8.95 per square foot, for 12 months.	\$8.95 x 620 = \$5,549	
Office supplies			\$2,367
	General office supplies: binders, pens, pencils, tape, file folders, markers, as needed	\$300	
	ink cartridges, color and black and white, for 3 printers (4 staff, 2 separate offices)	\$292/printer X 3 printers X 2 = \$1752 (This is replacing cartridges 2X a year)	
	Paper (for the year)	\$315	
Phone/Internet Service			
	4 phone lines total-- for Program/Outreach Coordinator, Case Manager, Data Manager, and Clerical Staff	\$60 x12 months = \$720	
Postage			\$2,640
	Postage for 300 reminder letters/month (includes 2nd & 3rd reminder letters 2400 self addressed stamped envelopes	300 X \$.44 X 12 = \$1,584 2400 X \$.44 = \$1,056	
	Additional mailings to include but not be limited to FIT kits; contracts; workplan and budget;	estimated to be approximately \$800	

	reports; payment to providers; ; Fed Ex or overnight mailings as needed; Certified mail, etc.			
Public Awareness/Advertising				\$20,090
Promotional Items				
	Door prizes for events that require either a fee or a door prize		5 x \$20 = \$100	\$580
	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)		10 x \$10 = \$100	
	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 \$.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 \$.90 = \$180	
Advertising Contract				\$19,510
	It is our intention to contract with a local marketing company to design an ad campaign for us, to include mostly television as this seems to work the best in this area, as far as getting the word out. There is no contract yet as it needs to go through a bidding process. As soon as we know the plan, we will share this information. We intend to utilize \$19,160 of DOH funds.			

<p>Nexstar Communications Advertising</p>		<p>This agency prepared an ad for our Screening Week in October 2010. It was all done in-kind, and they anticipate doing this for us again in October 2011..</p>	<p>Production-\$300 Airtime - \$3,000 Total of \$3,300</p>	<p>\$0</p>
<p>MPW Marketing</p>	<p>This agency scripted the ad that we did in March of 2010 (\$1,300), managed the shoot of the spot (\$325) managed the editing and post-production (\$520), contributed to the creative efforts for the banner ad for WKTV.com (\$130), and provided additional media planning, negotiations and revisions above the fee we paid them (\$910). We anticipate using this agency to do all of the promotional work for us in this budget year, so this is just a projection of the in-kind that they will provide based on the in-kind services that they provided last year.</p>	<p>Script \$1,300 Shoot management \$325 Edit & Post production management \$520 Banner ad \$130 Media planning etc \$910</p>		
<p>WKTV Television Station</p>	<p>WKTV lended their talent, time and production to put together the ad we did in March of 2010. In addition to the airtime that we paid for, they shot and edited the spot (\$900), developed a banner ad and put on their website (\$1000), aired additional spots on their station and their sister station for a total of \$19,910 worth of airtime in kind. Again, we anticipate similar in-kind services this year as they are the best station to advertise with for our target population and region.</p>	<p>Production & editing \$900 Banner ad on website \$1000 Additional airtime \$19,910</p>		

	Awards/Recognition Provider & partner recognition			
	Recognition of partners and providers by taking lunch to their office for the whole staff, and providing a plaque with a certificate of appreciation.		4 x \$100 = \$400	\$400
	Client Services			\$1,500
	Incentives			\$1,500
	Walmart gift cards to be used as incentives for patients to attend and complete comprehensive screenings as scheduled. This is to supplement our current stock.		138 x \$10 = \$1,380	

	<p>Gift card to women who receive a comprehensive screening through the program. We will hold a monthly drawing for women who enroll for comprehensive screenings. Winner will get the gift card.</p>	<p>12 x \$10 = \$120</p>	
<p>Medical Supplies</p>	<p>Prep for colonoscopies</p>	<p>10 x \$20 = \$200</p>	
<p>Meeting Expenses</p> <p>Partnership Meetings</p>			<p>\$760</p> <p>\$400</p>
	<p>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.</p>	<p>40 X \$2.50 = \$100 4 X \$100 = \$400</p>	<p>\$360</p>
<p>Outreach & Education Meetings</p>	<p>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</p>	<p>20 X \$1.50 = \$30 12 X \$30 = \$360</p>	

	each.				
Printing and Copying					\$1,005
Patient Recruitment Materials					\$1,005
		Materials associated with recruiting patients such as brochures, fliers, event posters, newsletter, save the date cards for events, etc	CSP Fliers 2050 x \$.30 = \$615 1/4 page info sheets 750 x \$.32 = \$240 Event specific fliers 100 x \$.30 x 5 = \$150		
PJ Green					
		This company donated the printing of 200 11 x 17 glossy print posters for our Screening Week in October 2010, and will do so again in October 2011.	200 x \$.75 = \$150		
Special Events					\$1,725
Education					\$305
		Men's Guide to Health Screenings, to be distributed to men who provide demographic information for enrollment at health fairs/enrollment/community events	150 X \$.70 = \$105		
		American Institute for Cancer Research has a Cancer Risk Meter, which shows 13 different types of cancers (our 3 included and prostate), the health factors linked to lowering or raising the risk for each. It also helps determine ho	\$10 per set of 10 20 sets x \$10 = \$200		

Screening and Recruitment	health behaviors and factors like physical activity link to the different cancers.		
	Steuben Health Fair This is our yearly rural health fair in Oneida County. There are free health screenings, vendors with health information. We offer a light breakfast for vendors, lunch for all and 3 raffles at \$20 apiece. Most of the funds come from our Komen grant. We are just looking to supplement those funds. Health fairs in this region are generally free to vendors, especially those that are non-profit, so in order to increase the services and information that we can offer, we do not charge vendors for their participation.		\$1,420
	Screening Week-In October 2010, we held a successful Screening Week, screening 42 new women for breast cancer. The mammography providers did some of the goodie bags that were given to the women, we had some donated items and some raffle items that were purchased. Some of the funds to help with this will come from Komen, but we would like to supplement this in order to purchase 2 or 3 small items for a gift bag. The whole point of the event was to get women to do something for themselves, and we had much positive feed back and thanks for not only paying for their screenings but for the "goodie bags" and raffle items. We hope to screen at least 60 new women this year in addition to approximately 20 return women.	\$500	\$6.25 x 80 women = \$500

	Coach Events-We have about 3 Coach events scheduled so far and anticipate maybe 3 more. We would like to give each woman (we estimate 10 uninsured per event) a small gift bag with information and a little something for them.	10 women x 6 events x \$7 = \$420	
Subcontract			\$44,587
Contractual Clerical Worker	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.	\$16.35/ hour 35 hours/week 52 weeks 16.35 x 35 x 52 = \$29,757	\$28,567
Outreach Workers	Works under the direct supervision of the program/outreach coordinator, and in conjunction with the case manager, data manager, clerical worker and local health department Health Educators to promote CSP in all three counties and recruit patients and providers specifically for CSP. These 2 women only do outreach for the CSP and staff events for CSP in their respective counties, as opposed to the other in-kind promotion of the program by community health workers, health educators and public health nurses that are in	Madison County Worker \$20/hour x 18hrs/month x 12 mos = \$4,320 Herkimer County Worker \$15/hour x 15hrs/week x 52 wks = \$11,700	\$16,020

	<p>"the field" for reasons other than the CSP. The Outreach Staff will assist in scheduling and attending community outreach activities. One worker is in Madison county and parts of Western Oneida County and one worker is in Herkimer County and the balance of Oneida County, to design and implement a minimum of 3-4 enrollment events specific to their region. Attend meetings and assist in activities as required as well as preparation of reports. Outreach workers will be charged with securing a quota of new enrollments each month. The Madison County Worker works 5 hours a week (20 hours a month) at a free clinic and takes all enrollments for CSP of eligible participants. Ten hours of this time is considered in-kind.</p>	
<p>Travel (official contract business)</p>		<p>\$3,060</p>

<p>Mileage</p>	<p>Travel by staff (including Program/Outreach Coordinator, Outreach staff, Case Manager and Data Manager) throughout all three counties, to meet with providers, clients, attend outreach events, attend regional meetings and other required/recommended training seminars and conferences relating to CSP.</p>	<p>Approximately 500 miles per month between all staff at \$.51 per mile... $500 \times \\$.51 \times 12 =$ \$3060</p>	
<p>Training/Professional Development</p> <p>Registration/materials fee</p>	<p>Funds to be used for registration for trainings, seminars and events pertinent to CSP outreach and networking. For example, we belong to a group called COMPASS that promotes services to seniors, ages 55+... registration is \$50/year, which go to promote the group, who in turn promotes each program that participates in the group.</p>		<p>\$103</p>
<p>OTPS Totals:</p>			<p>\$80,653</p>

Personnel Totals:		\$159,068
Total:		\$239,721

APPENDIX D (11/12)

Partnership Name: Cancer Services Program of Oneida Herkimer & Madison

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 Zip: 13501
Telephone (inc. area code): 315-798-5229
Fax (inc. area code): 315-798-5071
E-Mail Address: whunt@ocgov.net
Federal Tax ID#: 15-6000460
Charities Registration#: _____
Total Award Amount: \$239,720
County(ies) Contracted to Serve: Oneida, Herkimer, 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:

Organization Name: Oneida County Health Department
Contact Person: Wendy Hunt

Functions Performed:

- Coordinator
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Address: Adirondack Bank Building
 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

Recruitment/Outreach
 Data Management
 Case Management
 Public Contact
 Fiscal

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Organization Name: Oneida County Health Department
 Contact Person: Robin Potenski
 Address: Adirondack Bank Building
 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

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Organization Name: Oneida County Health Department
 Contact Person: Lynda Kiefer
 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: lkiefer@ocgov.net

Coordinator
 Recruitment/Outreach
 Data Management
 Case Management
 Public Contact
 Fiscal

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Organization Name: Oneida County Health Department
 Contact Person: Betty Breckenridge
 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

Coordinator
 Recruitment/Outreach
 Data Management
 Case Management
 Public Contact
 Fiscal

Partnership Name: Oneida, Herkimer, Madison

Goal 1: Partnership building and management activities

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

Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
<p>Objective 1: By September 30, 2011 identify and recruit <u>3</u> # partners to assist with recruitment of male clients.</p>	<p>1) We will recruit a urologist in each county to be able to offer uninsured men diagnosed with prostate cancer the Medicaid Cancer Treatment Program. We will also work with these offices to set up a process whereby any uninsured man 50 and older will be referred to the CSP for a FIT kit.</p> <p>2) With the new Federally Qualified Health Center in Utica now open and partnered with us, we are working with them to put a system in place to make sure that any uninsured men age 50 and older are referred to the CSP for FIT kits.</p> <p>3) There is a new free clinic in Oneida, the Mary Rose Clinic. This is strictly for the uninsured. We are working with them the set up a process by which any uninsured man 50 or older gets referred to the CSP for a FIT kit. We will bring a member of their Board into our partnership.</p> <p>4) We will contact the local Chambers of Commerce to offer presentations to their members about the CSP. Our intent will be to find the businesses out there that have male employees, age 50+, who do not have health insurance, and we can offer the FIT kits to them, as well as offer the businesses the CSP as an option to offer their employees that do not have health insurance.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>9/30/2011</p> <p>9/30/2011</p> <p>9/30/2011</p> <p>9/30/2011</p>

	<p>5) We will be working to recruit staff from the Mohawk Valley Community Action Agency and the Community Action Agency of Madison County onto our partnership. Their employees see people through out the 3 counties from all different situations. We will work with them to understand the CSP so that they can offer it to their clients, and have them complete a simple referral form to send us when a client is interested in the CSP.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>9/30/2011</p>
<p>Objective 2: By September 30, 2011 identify and recruit ___# partners to assist with recruitment of men and women ages 50 to 64.</p>	<p>1) We are working to bring the Mohawk Valley Latino Association (MVLA) onto the partnership, in order to better reach the Latino population in the area. We will provide them with Spanish language information so that the staff and volunteers of the MVLA will be able to offer the program to their clients.</p> <p>2) The owner of a popular Oneida County deli/bakery is a breast cancer survivor. We will approach her about joining the partnership to help in the recruitment of women as well as men, as she is well known in the business community and her store gets a lot of traffic.</p> <p>3) With the new Federally Qualified Health Center in Utica now open and partnered with us, we are working with them to make sure that any uninsured men and women, age 50 and older are referred to the CSP for reimbursement of all the services for which they are eligible, and to get FIT kits.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>9/30/2011</p>

<p>4) The new free clinic in Oneida, the Mary Rose Clinic. This is strictly for the uninsured. Our outreach staff is working there as a volunteer nurse and takes referrals for anyone that is eligible. Because the clinic is a free clinic, they can not receive any reimbursement, but we are working to bring a member of their Board into our partnership, as well as contracting with the medical providers who volunteer their time at the free clinic, to work with patients in their full time offices.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>9/30/2011</p>
<p>4) We will contact the local Chambers of Commerce to offer presentations to their members about the CSP. Our intent will be to find the businesses out there that have employees, age 50+, who do not have health insurance, and we can offer the CSP's services to them, as well as offer the businesses the CSP as an option to offer their employees that do not have health insurance.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>9/30/2011</p>
<p>5) We will be working to recruit staff from the Mohawk Valley Community Action Agency and the Community Action Partnership of Madison County onto our partnership. Their employees see people through out the 3 counties from all different situations. We will work with them to understand the CSP so that they can offer it to their clients, and have them complete a simple referral form to send us when a client is interested in the CSP.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>9/30/2011</p>
<p>6) We will be working to recruit members of the media into the partnership to help us promote the program to increase recruitment of uninsured men and women age 50 +. The local NBC affiliate has been helpful so we will start with them (WKTV) and we will research who the health reporter is for Your News Now (YNN) to see if we can bring someone on board from that organization as well.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>9/30/2011</p>

Objective 3: By May 1, 2011 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>1) We continue to utilize the OCHD Komen grant to assist women with services associated with their breast screenings, such as transportation and child care.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>2) We are developing relationships with the Community Action Partnership of Madison County (CAP/MADCO), and the Mohawk Valley Community Action Agency (MVCAA) to help with referrals for services that may be considered barriers to screening or follow-up. These 2 agencies see many residents of the 3 counties and have resources or access to resources to help.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>5/1/2011</p>
<p>3) Will continue to participate in the local COMPASS Group, which is an organization of health professionals in the area that provide services to seniors, ages 50+, to look for avenues not only for recruitment but for resources as well to help the CSP clients.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>4) As always, we will continue to refer clients in need to the American Cancer Society for specific services that ACS can assist with such as finding transportation, advocacy and referral with larger issues including but not limited to payment of medical bills, available insurance programs, clinical trials for treatment.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>5) As we get information about new resources for the people that we serve, we add them to our community resource directory.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</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>Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>

Objective 4: Between April 1, 2011 and March 31, 2012 conduct 4 # partnership meetings (minimum of 4) to communicate

<p>program standards, to plan, implement and evaluate required contract deliverables and address the status of program performance measures.</p>	<p>2) Review, Monitor and revise progress toward meeting workplan goals and objectives at each meeting.</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>
	<p>3) Monitor performance measures and adjust systems and activities as needed.</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>
	<p>4) Provide informational/educational opportunities for partners/providers at each meeting.</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>
	<p>5) Explore and identify partner ideas and responsibilities.</p>	<p>Entire Partnership, CSP staff</p>	<p>4/1/2011-3/31/2012</p>
	<p>7) Distribute meeting minutes within 2 weeks after the meeting.</p>	<p>Program/Outreach Coordinator, Clerical staff</p>	<p>4/1/2011-3/31/2012</p>
	<p>Objective 5: Recruit 1 and/or 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>Program/Outreach Coordinator, Director of Community Wellness, Data/Case Manager</p>	<p>5/1/2011</p>
	<p>2) Attend applicable training to keep current on MCTP guidelines.</p>	<p>All CSP Staff, DQE's</p>	<p>4/1/2011-3/31/2012</p>
	<p>3) Regularly assess the partnership's need for additional DQE's.</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>
	<p>4) Maintain current 7 trained DQE's within the Partnership's 3 counties.</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</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, Data and Case Managers, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>

<p>Objective 6: By October 1, 2011 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 and Case Managers, Outreach Staff, DQE's</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 7: All CSP clients will be assessed for smoking status and referred to the NYS Smoker's Quitline as appropriate.</p>	<p>1) Contact clients that have received services through the CSP to see if they would be willing to provide a testimonial, attend screening events, or go with us to a legislative visit.</p> <p>2) Ask those clients to be partners and be a part of the Outreach and Education Sub-Committee.</p> <p>3) We will continue to work with the partnership members to get them to help out in terms of educating the decision makers in our communities about the CSP and the good that the program does.</p> <p>1) At initial intake all clients are asked if they are users of tobacco products. Clients who are tobacco users and agreeable, are referred to the NYS Fax to Quit line. We do not send information unless it is requested of us by the client. IF the client uses tobacco but is not ready to quit, we let them know that at any time they can request we send their name to the Quit Line.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach Staff</p> <p>10/1/2011</p> <p>Program/Outreach Coordinator, Data and Case Managers, Outreach Staff</p> <p>10/1/2011</p> <p>Program/Outreach Coordinator, Data and Case Managers, Outreach Staff</p> <p>10/1/2011</p> <p>Clerical staff, Data Manager, Case Manager, Program/Outreach Coordinator, Outreach staff</p> <p>4/1/11-3/31/12</p>

Objective 8: By March 31, 2012, re-assess the level of participation of current partners, and their commitment to the ongoing revitalization of this partnership.	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.	Program/Outreach Coordinator	3/31/2012
	2) Identify 4 providers and/or partners to recognize for their ongoing commitment to the CSP, and bring their office a light breakfast or lunch to thank them for their continued support.	Program/Outreach Coordinator, Data and Case Manager, Outreach Staff	3/31/2012
	3) Work with provider offices to identify self-pay patients who may be able to utilize the CSP. Each office will be provided with a letter that they can send to these patients along with information about the CSP.	Program/Outreach Coordinator, Data and Case Manager, Outreach Staff	3/31/2012
	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.	Program/Outreach Coordinator	3/31/2012
	4) Send a letter to all new partners when they join the partnership to remind them of what they have committed to doing, and thanking them for making that commitment.	Program/Outreach Coordinator	3/31/2012

Partnership Name: Oneida, Herkimer, Madison

Goal 2: Outreach and Recruitment Activities

Between April 1, 2011 and March 31, 2012 recruit and enroll women and men from the priority populations into comprehensive, age-appropriate breast, cervical and colorectal cancer screening services.

Objectives	Activities planned to achieve this objective	Type of Activity	Staff/Partnership member(s) responsible	Completed by (month & year)
Objective 1: Each month, between April 1, 2011 and March 31, 2012, >= 75% of screening mammogram clients will be ages 50 and older. (PM #1)	1) Work with the local Chambers to identify at least one employer in each county that may have uninsured 50-64 year old women as employees and offer screening days at their sites to enroll these women in the CSP.	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	3/31/2012
	2) Continue with Old Forge, Herkimer County screening event with the Bassett Mobile Mammography Coach. This event has been successful 2 years in a row to recruit some new women. It is a very rural area with few resources.	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Bassett Mobile Coach Staff, Director of Community Wellness	11/15/2011
	3) We will continue with our yearly rural health fair in Steuben, Oneida County, utilizing the Bassett Mobile Mammography Coach to provide CBE's, mammograms and Pap tests for women ages 50 to 64. We will host a variety of educational vendors as well as other health screenings to be determined, for our target population.	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Various partners to provide screenings and information to the community, Director of Community Wellness	3/31/2012

<p>4) We are going to replicate the major screening event we did in October 2010, covering all three counties. We screened at least 42 new women through this event and at least half were ages 50-64. 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. We will work with local media (NexStar Communications, Roser Communications, WMCR, etc) to promote the event.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, CSP mammography providers</p>	<p>11/1/2011</p>
<p>5) We will work with our mammography providers to encourage them to hold a regular screening day at their site, such as Oneida Healthcare does for the CSP once a month.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, CSP mammography providers</p>	<p>3/31/2012</p>
<p>6) Continue to attend any relevant community health events to promote the CSP and recruit 50-64 year old women for mammograms.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>7) 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>Promotion</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Media Representatives</p>	<p>11/1/2011</p>
<p>8) Promote awareness of the importance of breast cancer screenings through public service announcements and local media outlets.</p>	<p>Promotion</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>9) Outreach staff will plan events in the areas that they cover, in places such as libraries, farmers markets, community events, to promote the program and recruit clients.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>
<p>10) Work through the new Federally Qualified Health Center in Oneida County, and the new free clinic in Madison County, to recruit women who are 50 to 64 for mammograms.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, FQHC staff</p>	<p>4/1/2011-3/31/2012</p>

	<p>11) Work with provider offices to identify self-pay women who are 50 and older and in need of a mammogram. Each office will be provided with a letter that they can send to these patients along with information about the CSP.</p>	Inreach	<p>Program/Outreach Coordinator, Data Manager, Case Manager, CSP Providers</p>	3/31/2012
	<p>12) Monthly performance measures will be monitored for accuracy.</p>	Inreach	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	4/1/2011-3/31/2012
<p>Objective 2: Each month, between April 1, 2011 and March 31, 2012, >= 20% of initial program funded pap tests will be for women who are rarely or never screened. (PM #2)</p>	<p>1) Work with the local Chambers of Commerce to identify an employer in each county that may have female employees between 50 and 64 that have not had Pap tests in a while and offer enrollment into the CSP on site, and to offer the CSP information to the employers to utilize as an option for employees that do not have health insurance.</p>	Active Recruitment	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	3/31/2012
	<p>2) Work with the four Planned Parenthood's that we contract with to have a screening day around Mother's Day (similar to our October Screening Week) to encourage women who are rarely or never screened for cervical cancer to do so.</p>	Active Recruitment	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Planned Parenthood staff</p>	6/1/2011
	<p>3) We will work with the new Federally Qualified Health Center in Oneida County and the new free clinic in Madison County to educate their patients on the importance of regular Pap testing, and ask them to identify women over 40 who have not had a Pap in 3 or more years and then contact those women to offer the CSP to them.</p>	Inreach	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, FQHC staff</p>	4/1/2011-3/31/2012

<p>4) We will continue with our yearly rural health fair in Steuben, Oneida County, utilizing the Bassett Mobile Mammography Coach to do Pap tests for women as well, focussing on those rarely or never screened by offering a special drawing to women who fit this description and get a Pap done on the Coach.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Various partners to provide screenings and information to the community, Director of Community Wellness</p>	<p>3/31/2012</p>
<p>5) We will replicate our October Screening Week that we held in October 2010. We screened 42 new women into the CSP during the event. This year we will focus during our promotion of the event, in recruiting new women who are rarely or never screened for cervical cancer.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, Various CSP Providers</p>	<p>11/1/2011</p>
<p>6) Continue to attend any relevant community health events to promote the CSP and recruit women who are rarely or never screened for cervical cancer.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>7) Promote awareness of the importance of cervical cancer screenings through public service announcements and local media outlets.</p>	<p>Promotion</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>8) Outreach staff will plan events in the areas that they cover, in places such as libraries, farmers markets, community events, to promote the program and recruit clients.</p>	<p>Active Recruitment</p>	<p>Program/Outreach staff</p>	<p>4/1/2011-3/31/2012</p>
<p>9) Work with provider offices to identify self-pay women who are rarely or never screened for cervical cancer. Each office will be provided with a letter that they can send to these patients along with information about the CSP.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>3/31/2012</p>
<p>10) For women who are rarely or never screened for cervical cancer and enroll in the CSP, we will provide them with a special incentive once following through with their screenings, with the incentive being a \$10 gift card to Dunkin Donuts.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>3/31/2012</p>

	<p>11) Monthly performance measures will be monitored for accuracy.</p>	Inreach	Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator	4/1/2011-3/31/2012
<p>Objective 3: Each month, between April 1, 2011 and March 31, 2012, >= 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>1) Outreach staff will utilize fliers geared towards men to encourage them to utilize the CSP for FIT kits and colon cancer follow-up if necessary.</p> <p>2) We will identify a urologist in each county that we can approach about becoming a CSP provider, in order to allow them to offer the MCTP to men who are diagnosed with prostate cancer, and to refer to the CSP uninsured men 50+ who are in need of colorectal cancer screening.</p> <p>3) Work with provider offices to identify self-pay men who are 50+. Each office will be provided with a letter that they can send to these patients along with information about the CSP, offering them access to colorectal cancer screenings.</p> <p>4) When we screen women for the CSP, we always ask them if there is a man in their lives, who is 50+ and in need of a colorectal cancer screening. Additionally, we will encourage those women to remind the men in their lives how important a regular colorectal cancer screening is after the age of 50.</p> <p>5) Continue to attend community health events to offer FIT kits to eligible men. If a risk assessment is required, then the staff that is working that event will perform that assessment at that time, or obtain the individual's contact information to call and do the assessment more privately.</p> <p>6) Promote awareness of the importance of colorectal cancer screenings through public service announcements and local media outlets.</p>	<p>Active Recruitment</p> <p>Active Recruitment</p> <p>Inreach</p> <p>Active Recruitment</p> <p>Active Recruitment</p> <p>Promotion</p>	<p>Program/Outreach Coordinator, Outreach staff</p> <p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p> <p>1/1/2012</p> <p>3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>

7) Outreach staff will plan events in the areas that they cover, in places such as libraries, farmers markets, community events, to promote the program and recruit clients.	Active Recruitment	Program/Outreach Coordinator, Outreach staff	4/1/2011-3/31/2012
8) Work through the new Federally Qualified Health Center in Oneida County, and the new free clinic in Madison County, to offer FIT kits to any men who are uninsured and 50+.	Inreach	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, FQHC staff	4/1/2011-3/31/2012
9) Monthly Performance Measures will be monitored for accuracy.	Inreach	Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator	4/1/2011-3/31/2012
Objective 4: Each month, between April 1, 2011 and March 31, 2012, >= 50% of women age 50 and older will receive comprehensive cancer screening (breast, cervical and colorectal cancer screenings). (PM #7)	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	3/31/2012
1) Work with the local Chambers of Commerce to identify an employer in each county that may have female employees between 50 and older and offer comprehensive cancer screenings to them. We will also offer the CSP information to the employers to utilize as an option for employees that do not have health insurance.	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	3/31/2012
2) We will replicate our October Screening Week that we held in October 2010. We screened 42 new women into the CSP during the event. Approximately 13 of those women had comprehensive screenings. We will also encourage the comprehensive screenings during this event.	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager, CSP providers	11/1/2011
3) When screening women into the CSP, we will strongly encourage all 3 screenings for those who are 50+, reminding them of the American Cancer Society guidelines for the preventive screenings of all 3 types of cancer and offering a special incentive if all 3 screenings are completed, in the form of a \$10 Dunkin Donuts gift card.	Active Recruitment	Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager	4/1/2011-3/31/2012

<p>4) Continue to attend community health events to promote the CSP and recruit women for comprehensive cancer screenings.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>5) We will work with the new Federally Qualified Health Center in Oneida County and the new free clinic in Madison County to educate their patients on the importance of regular screenings for breast, cervical and colorectal cancer, and enroll those who are 50+ for comprehensive screenings.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>6) We will continue with our yearly rural health fair in Steuben, Oneida County, utilizing the Bassett Mobile Mammography Coach for women ages 50 to 64. We will offer breast and cervical screenings on the Coach and distribute FIT kits to the women, so that they get a comprehensive screening.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Various partners to provide screenings and information to the community, Director of Community Wellness</p>	<p>3/31/2012</p>
<p>7) Outreach staff will plan events in the areas that they cover, in places such as libraries, farmers markets, community events, to promote the program and recruit clients.</p>	<p>Active Recruitment</p>	<p>Program/Outreach Coordinator, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>
<p>8) Promote awareness of the importance of regular preventive breast, cervical and colorectal cancer screenings through public service announcements and local media outlets.</p>	<p>Promotion</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>9) Work with provider offices to identify self-pay women who could benefit from the CSP's services. Each office will be provided with a letter that they can send to these patients along with information about the CSP.</p>	<p>Inreach</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
<p>10) Monthly performance measures will be monitored for accuracy.</p>	<p>Inreach</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>

<p>Objective 5: By March 31, 2012, implement a reciprocal referral system whereby <u>10</u> # referrals will be made between the CSP partnership and Medicaid, Family Health Plus or other public health insurance programs.</p>	<p>1) We have developed a referral form for the health insurance organizations and facilitated enrollers to use when referring people to the CSP. This will be a reciprocal referral form for us to refer back to the insurances as needed.</p> <p>2) Re-connect yearly with the Medicaid offices in each county to renew our relationship with them, update the contact information and work with them to help us to education the DSS staff about the CSP.</p>	<p>Inreach</p> <p>Public Education</p>	<p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p> <p>Program/Outreach Coordinator, Outreach staff, Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p> <p>3/31/2012</p>
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Partnership Name: Oneida, Herkimer, Madison

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>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.</p> <p>5) We will look at the provider offices that are not making referrals and go visit them to talk specifically about how many referrals that they have made and whether or not they can make more referrals based on the number of self-pay patients they have. Each office will be offered a form letter that can be sent to the self-pay patients detailing the CSP and how we can help them.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p> <p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p> <p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p> <p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p> <p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p> <p>1/1/2012</p> <p>3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>

	<p>6) We will look to recruit a urologist in each county in order to offer MCTP to any uninsured men diagnosed with prostate cancer, and to set up a system of referral for uninsured men 50+ to get a FIT kit.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>9/30/2011</p>
	<p>7) 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, Outreach staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>
<p>Objective 2: Reassess and expand systems to communicate with providers regarding program standards, changes and activities.</p>	<p>1) Re-institute 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>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>
	<p>2) Visit provider offices at least twice a year to update new staff and refresh everyone's memory about the CSP and how we work. Outreach workers will stop by offices regularly when in the field, to see how things are going and ask if there are any questions or concerns.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>
	<p>3) Continue to hold Partnership meetings quarterly and discuss any changes, issues or needs during these meetings.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>
	<p>4) Each office will be asked the best method to share information about the CSP, whether it be via phone, fax, mail, email or face-to-face. For each office, that method will be implemented as the best way to communicate.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>1/30/2012</p>
	<p>5) As it comes out, the NYS CSP Program Update is provided to all providers and partners.</p>	<p>Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>

<p>Objective 3: Establish and maintain annual written provider agreements (that include Appendix A-3 in its entirety) between the partnership and clinical service providers.</p>	<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>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, Data and Case Managers, Clerical staff, Administrative Assistant</p> <p>Program/Outreach Coordinator, Clerical Staff</p> <p>Program/Outreach Coordinator, Clerical Staff, Administrative Assistant</p> <p>Program/Outreach Coordinator, Clerical Staff</p> <p>Program/Outreach Coordinator, Data and Case Managers, Clerical staff</p>	<p>4/1/2011-3/31/2012</p> <p>1/30/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</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>Program/Outreach Coordinator, Data and Case Managers</p> <p>Program/Outreach Coordinator, Data and Case Managers</p> <p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>1/30/2012</p>

<p>4) Site code changes will be sent to the data unit within 5 days of knowledge of the change.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>
<p>Objective 5: Ensure there is an established client intake process in place that provides a consistent message to determine CSP client eligibility for all appropriate breast, cervical and colorectal cancer screening and diagnostic services.</p>	<p>1) Intake is done in two ways: -New clients call the CSP office at the Oneida County Health Department or are screened for eligibility by a CSP staff member in the field, <u>or</u> -Returning clients are sent recall letters when they are due for their services reminding them to contact the CSP office to be re-screened for eligibility.</p> <p>2) In both cases, the CSP staff go through the SIF, asking clients each question in addition to questions regarding the possible eligibility of other household members. Clients are informed of all services for which they are eligible.</p> <p>3) During the initial contact, the eligibility guidelines for the CSP are thoroughly explained to the client and the client is verbally informed of the services for which he or she is eligible. The client is verbally informed that the CSP is not insurance, and he or she is only eligible for the specific services discussed. The client is verbally informed that he or she will receive a consent form to complete. There is a separate sheet attached to the CSP consent that we have added where the client fills in the dates of their appointments and the facilities, and return to the office in a self-addressed, stamped envelope. The client is verbally informed that this 2nd sheet of the consent form must be returned in order to have the provider reimbursed for the services. Additionally, the client is verbally informed that if further services are recommended, the CSP must be contacted to determine if those services are in fact reimbursable by the CSP.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p> <p>Program/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p> <p>Program/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p>
		<p>4/1/2011-3/31/2012</p>

<p>4) A letter is sent, with the consent form, to the client to remind him or her of the services for which he or she is eligible. There is an additional form which asks the client to write down the date of the appointments, and facilities to which he or she will go. In the letter, the client is reminded that the consent form must be returned in order for the provider to receive reimbursement for services. On the consent form, the client is reminded that any services other than the ones that the CSP has indicated he or she is eligible for may be at the expense of the client.</p>	<p>Data and Case Managers, Clerical staff</p> <p>4/1/2011-3/31/2012</p>
<p>5) When the consent form is returned to the CSP, a copy is made and it gets sent back to the client. If the date and facility has not been entered on the form, the clerical person calls the client to get the information.</p>	<p>Data and Case Managers, Clerical staff</p> <p>4/1/2011-3/31/2012</p>
<p>6) The case manager and clerical person keep track of which consent forms have not been returned and then contact those individuals to ensure that the process is completed. If the form is not returned, the CSP will not reimburse for those services. Clients are reminded of this if necessary.</p>	<p>Case Manager, Clerical staff</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 6: Establish and implement systems to ensure an effective prior approval process for colonoscopy for clients who are at increased risk, high risk, or symptomatic for colorectal cancer that comply with CSP guidance effective March 1, 2010.</p>	<p>1) All CSP providers will be reminded on an ongoing basis of the policies and procedures pertaining to CSP requirements to obtain prior approval for screening or diagnostic colonoscopy.</p>
<p>2) Clients who meet the CSP eligibility criteria as increased or high risk and who provide documentation of such risk will be eligible for a consult with a participating GI provider and a screening colonoscopy.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p> <p>4/1/2011-3/31/2012</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/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p> <p>4/1/2011-3/31/2012</p>

<p>Objective 7: Establish and implement systems to ensure there is an established process in place for women under age 40 who are at high risk or present with symptoms of breast cancer to undergo evaluation by a NYS licensed health care provider that complies with CSP guidance effective April 1, 2009</p>	<p>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/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>
<p>5) In all cases, a copy of the documentation will be provided to the CSP and staff will then complete a CSP Colonoscopy Prior Approval Form. A copy of the prior approval request form will be kept in the client record along with the documentation provided and the client will be scheduled for a colonoscopy.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>	<p>4/1/2011-3/31/2012</p>
<p>6) Clients who do not meet the program eligibility criteria for increased, high risk or symptomatic for colorectal cancer will be given a FIT kit when symptoms, if any, have subsided.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>	<p>4/1/2011-3/31/2012</p>
<p>1) All CSP providers have been informed of the new CSP screening guidelines that were effective 4/1/09, through letters, visits and inservices with staff.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>	<p>4/1/2011-3/31/2012</p>
<p>2) Providers are reminded periodically, through letters, visits and staff inservices, of the CSP guidelines, that they are to provide documentation and an attestation for uninsured women under the age of 40 who are at high risk or symptomatic for breast cancer.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>	<p>4/1/2011-3/31/2012</p>
<p>3) New providers and potential providers are made aware during an initial meeting about the CSP guidelines for breast cancer screenings, and informed that with documentation and an attestation signed by the provider, a woman who is uninsured, under 40, and at high risk or symptomatic for breast cancer may be eligible for the CSP.</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Outreach staff</p>	<p>4/1/2011-3/31/2012</p>	<p>4/1/2011-3/31/2012</p>

<p>Objective 8: Ensure there is a system to obtain CSP required signed client consent forms prior to service provision.</p>	<p>1) A consent form is sent to a client every time a new SIF is completed, along with a self-addressed, stamped envelope for the client to return to our office. Documentation that this was mailed will be maintained in the client's chart.</p> <p>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 and Data Mangers, Clerical Staff</p> <p>Case and Data Mangers, Clerical Staff</p> <p>Case and Data Mangers, Clerical Staff</p> <p>Case and Data Mangers, Clerical Staff</p> <p>Program/Outreach Coordinator, Case and Data Mangers, Clerical Staff</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 9: Reassess, maintain or revise a system or systems to obtain required CSP client information from each provider to complete and submit screening intake and follow-up forms in a timely manner as per PM #'s 14 & 15.</p>	<p>1) All providers will be visited at least 2 times a year. During these visits, we will remind them of the need for their reports to be submitted to the CSP as soon as they are completed, but no later than 60 days from the date of service. Abnormal reports need to be reported within 72 hours of the completion of the diagnostic testing. Providers will be reminded that this is necessary for timely follow-up, and necessary for reimbursement to be made by the CSP. Of course if there is a need to contact the providers about specific issues through out the year, we do that and set up time to meet with the staff if need be, or just address the issue over the phone.</p>	<p>Program/Outreach Coordinator, Outreach staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</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>Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</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>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</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>Data Manager, Case Manager</p>	<p>4/1/2011-3/31/2012</p>
	<p>5) Monitor monthly performance measures for accuracy.</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>
<p>Objective 10: Reassess, maintain or revise a process for obtaining standing medical orders for fecal test kit distribution, development, and follow-up prior to service provision.</p>	<p>1) Dr. Susan Blatt will provide a standing medical order to distribute fecal immunochemical tests to CSP patients.</p>	<p>Director of Community Wellness, Dr. Susan Blatt, OCHD Clinic Director</p>	<p>4/30/2011</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>Director of Community Wellness, Dr. Susan Blatt, OCHD Clinic Director</p>	<p>4/1/2011-3/31/2012</p>
	<p>3) CSP staff will keep Dr. Blatt, the Director of Community Wellness and the OCHD Clinic Director informed about the clients that need follow-up and how they are doing.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>

<p>Objective 11: 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 and Data Mangers, Clerical Staff</p> <p>Case Manager</p> <p>Quest Labs</p> <p>Case Manager</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 12: Each month, between April 1, 2011 and March 31, 2012, >= 60% of eligible clients will be rescreened for breast and colorectal cancer. (PM #'s 3 & 5)</p>	<p>1) Clerical staff will send recall letters each month to eligible clients who are due for services.</p> <p>2) CSP staff will work at least one evening each month to call clients eligible for rescreen and attempt to complete SIF at that time.</p> <p>3) If unreachable by phone, the client will be sent a recall letter one month prior to their rescreening date. Follow-up letters will be sent and/or phone calls will be made if there is no response from client.</p>	<p>Clerical staff</p> <p>Program/Outreach Coordinator, Data and Case Manager</p> <p>Clerical staff</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>

	<p>4) 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>	Case Manager	4/1/2011-3/31/2012
	<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>	Case Manager, Data Manager	4/1/2011-3/31/2012
	<p>5) Monthly performance measures will be monitored for accuracy.</p>	Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator	4/1/2011-3/31/2012
<p>Objective 13: Reassess, maintain or revise procedures so that each month, between April 1, 2011 and March 31, 2012, >= 75% of abnormal cervical screens, 75% of abnormal breast screens, and 75% of abnormal fecal tests will be followed up and a final diagnosis determined within 60 days of the original abnormal finding. (PM #'s 10, 11, & 12)</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>	Case Manager	4/1/2011-3/31/2012
	<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>	Case Manager	4/1/2011-3/31/2012
	<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>	Case Manager	4/1/2011-3/31/2012
	<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>	Case Manager	4/1/2011-3/31/2012

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.	Case Manager, DQE's	4/1/2011-3/31/2012
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.	Case Manager	4/1/2011-3/31/2012
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.	Case Manager	4/1/2011-3/31/2012
8) Case Manager will maintain a tracking system to follow client appointments, and document all contacts in client's chart.	Case Manager	4/1/2011-3/31/2012
9) Monitor monthly performance measures for accuracy.	Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator	4/1/2011-3/31/2012
Objective 14: By May 1, 2011 reassess and expand resources for the partnership referral plan for clients who are no longer eligible for CSP	Program/Outreach Coordinator, Clerical staff, Data and Case Managers	4/1/2011-3/31/2012
1) The CSP resource directory will be maintained and updated on a yearly basis.		

services.

<p>2) The Oneida County Health Department holds a Komen grant for patient services and other services such as head coverings, child care and transportation. This grant will be utilized to pay for breast screenings for 18 - 39 year old women not eligible for CSP services, and for services not covered under the CSP grant.</p>	<p>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>
<p>3) In Oneida, NY (Madison County) there is now a free clinic that is open one evening a week. For Madison County residents, whose needs can not be met by the CSP, we will refer to this clinic.</p>	<p>Program/Outreach Coordinator, Clerical staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</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, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</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>Program/Outreach Coordinator, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>
<p>6) If eligible, individuals will be referred to the Family Planning Benefit Program through Planned Parenthood.</p>	<p>Program/Outreach Coordinator, Clerical staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>
<p>7) A Federally Qualified Health Center (FQHC) has opened in the Utica area. They will be a primary place of referral for CSP, as well as for individuals that we cannot service through the CSP.</p>	<p>Program/Outreach Coordinator, Clerical staff, Data and Case Managers</p>	<p>4/1/2011-3/31/2012</p>

Partnership Name: Oneida, Herkimer, Madison

Goal 4: Case Management

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

Objectives	Activities planned to achieve this objective	Staff/Partnership member(s) responsible	Completed by (month & year)
<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) Abnormal results are obtained in one of two ways: -Results are faxed to the CSP office and then the Case Manager calls the provider to review the results, discuss recommendations, and make sure that the provider contacted the patient before calling the patient to offer CM services and proceed from there. <u>OR</u> - Case Manager keeps track of when procedures are done and contacts the provider after the procedure date to make sure that the patient went to the appointment, what the results and recommendations are, and make sure that the provider contacted the patient before calling the patient to offer CM services and proceed from there.</p> <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 and Case Managers</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>

Objective 2: Reassess, maintain or revise a case management process with each participating CSP provider to ensure all clients with abnormal findings on breast, cervical and/or colorectal cancer screening tests receive case management services.

<p>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>2) Case Manager will contact client to offer case management services in the event of abnormal findings and explain what case management entails. All contact will be documented in the client's chart. We have not had a client refuse Case Management services, but if they were to do so, the Case Manager would continue to offer CM services throughout the diagnostic process.</p>	<p>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>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>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>Program/Outreach Coordinator, Data and Case Managers</p>	<p>Case Manager</p>	<p>Case Manager</p>	<p>Program/Outreach Coordinator, Data and Case Managers, Clerical staff, Outreach staff</p>	<p>Case Manager</p>

	<p>6) The client will be provided with a satisfaction survey upon completion of services to evaluate the effectiveness of the services provided by CSP and providers. When we receive the completed survey, the information will be reviewed and any problems are noted will be addressed. Non Case Management clients receive a different survey than Case Management clients, but issues noted are always addressed.</p> <p>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>4/1/2011-3/31/2012</p>
<p>Objective 3: Between April 1, 2011 and March 31, 2012 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>1) The CSP Resource Directory will be maintained and updated on a yearly basis. This is an internal document that was compiled here at the OCHD, with input from the other 2 counties, and then distributed to Herkimer and Madison Counties.</p> <p>2) A smaller listing of more frequently used services will be put together for distribution to clients. Clients will then have some general information that they can use to help overcome some barriers that they may face.</p>	<p>Case Manager, DQE's</p> <p>Program/Outreach Coordinator, Data and Case Managers, Clerical Staff</p> <p>Program/Outreach Coordinator, Clerical staff</p>	<p>4/1/2011-3/31/2012</p> <p>3/31/2012</p> <p>1/30/2012</p>
<p>Objective 4: 100% of all clients who receive case management services will have a case management client satisfaction survey sent to</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>Case Manager, Clerical staff</p>	<p>4/1/2011-3/31/2012</p>

them within 30 calendar days upon the completion of case management.

<p>Objective 5: Each month, between April 1, 2011 and March 31, 2012, >= 90% of all eligible clients will be enrolled in the MCTP. (PM #13)</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</p> <p>Case Manager, Data Manager</p> <p>Case Manager, Data Manager</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 5: Each month, between April 1, 2011 and March 31, 2012, >= 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>3) Case Manager (or other DQE) will obtain necessary information to complete application.</p> <p>4) Completed application and all supporting documents will be sent to NYS DOH.</p> <p>5) Once determination is made client, will be contacted by the Case Manager to explain enrollment status.</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, Data Manager, Program/Outreach Coordinator, other DQE's</p> <p>Case Manager, Data Manager, Outreach Staff</p> <p>Case Manager, Data Manager, Outreach Staff</p> <p>Case Manager, Data Manager, Outreach Staff</p> <p>Case Manager</p> <p>Case Manager, Data Manager, Outreach Staff</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>

7) Monthly performance measures will be reviewed for accuracy.

Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator

4/1/2011-3/31/2012

Partnership Name: _____ Oneida, Herkimer, Madison _____

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 5/1/11, Reassess, maintain or revise or maintain systems to monitor the number of clinical services the partnership can provide within the available budget.</p>	<ol style="list-style-type: none"> 1) A spreadsheet will be maintained weekly to track the screening and diagnostic services being reimbursed through the grant patient services fund. 2) The spreadsheet will be updated weekly to reflect the screenings that were reimbursed that week. 3) The Monthly Budget Assessment will be consulted several times a month to see if we are on track with expenditures for the month. 4) The Monthly Budget Assessment will be completed monthly and submitted to Regional Manager by the 15th of the month. 5) Patient services funds will be closely monitored to ensure funds don't run out before March 31, 2012. 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>Case Manager, Data Manager, Clerical Staff</p>	<p>4/1/2011-3/31/2012</p>
		<p>Case Manager, Data Manager, Clerical Staff</p>	<p>4/1/2011-3/31/2012</p>
		<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>
		<p>Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>
		<p>Case Manager, Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>

<p>Objective 2: >= 85% of Screening Intake Forms and Follow-up Forms are submitted on time each month between April 1, 2011 and March 31, 2012. (PM#'s 14 & 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 are 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>4/1/2011-3/31/2012</p> <p>Case Manager, Data Manager</p> <p>4/1/2011-3/31/2012</p> <p>Case Manager, Data Manager, Program/Outreach Coordinator</p> <p>4/1/2011-3/31/2012</p> <p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 3: Semi-annual reports are submitted accurately and on time (by CSP deadline), using standard report format provided by the CSP. (PM #16)</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>Program/Outreach Coordinator, Case Manager, Data Manager, Outreach Staff</p> <p>4/1/2011-3/31/2012</p> <p>Program/Outreach Coordinator</p> <p>4/1/2011-3/31/2012</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>3) Monthly performance measures will be reviewed for accuracy</p>	<p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>
<p>Objective 5: >=75% of monthly vouchers are submitted accurately and on time (by end of each month) between April 1, 2011 and March 31,</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>Program/Outreach Coordinator, Case Manager, Data Manager, Outreach Staff, Director of Community Wellness, Fiscal Services Administrator</p> <p>Program/Outreach Coordinator</p> <p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>When Requested</p> <p>When Requested</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 5: >=75% of monthly vouchers are submitted accurately and on time (by end of each month) between April 1, 2011 and March 31,</p>	<p>1) Monthly infrastructure and patient services expenses will be collected and entered onto voucher summary worksheet.</p>	<p>Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p>

<p>2012. (PM #18)</p>	<p>2) Monthly report of expenditures will be produced and State voucher will be prepared, reflecting the amount to be reimbursed.</p> <p>3) OCHD Fiscal Manager signs State voucher.</p> <p>4) Voucher and Report of expenditures will be forwarded to the Cancer Services Program's Regional Manager.</p> <p>5) Monthly performance measures will be revised for accuracy.</p>	<p>Data Manager, Fiscal Services Administrator</p> <p>Fiscal Services Administrator</p> <p>Data Manager, Fiscal Services Administrator</p> <p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 6: >= 95% of grant funds are expended by March 31, 2012. (PM #16a and 16b)</p>	<p>1) Eligible clients will continue to be screened for reimbursable services.</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>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>4) Monthly Budget Assessment will be completed monthly and submitted to the Regional Manager by the 15th of the month.</p>	<p>Case Manager, Data Manager, Outreach Staff, Clerical Staff, Program/Outreach Coordinator</p> <p>Data Manager, Program/Outreach Coordinator</p> <p>Data Manager, Program/Outreach Coordinator</p> <p>Data Manager, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>

<p>5) Partnership will be promoted within the community through advertisement, education and screening events to recruit eligible clients.</p> <p>6) Infrastructure money will be monitored quarterly to ensure that expenditures mirror workplan activities, and revise infrastructure budget as needed.</p> <p>7) Monthly performance measures will be reviewed for accuracy.</p>	<p>Program/Outreach Coordinator, Outreach staff, Case Manager, Data Manager, Partnership members</p> <p>Data Manager, Program/Outreach Coordinator</p> <p>Oneida County Health Director, Director of Community Wellness, Program/Outreach Coordinator</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 7: CSP of ___ OHM ___ is fully and appropriately staffed between April 1, 2011 and March 31, 2012, as indicated in the approved budget and justification for this program year.</p>	<p>1) As needed, qualified candidates will be interviewed for positions as identified in Operations Manual.</p> <p>2) Ensure Partnership Staff attend CSP training, regional meetings, and state wide contractor meetings.</p> <p>3) Partnership staff will be qualified to carry out specified duties as outlined per CSP operations manual.</p> <p>4) Update contact information for all staff as requested by the Cancer Services Program.</p>	<p>Program/Outreach Coordinator, Director of Community Wellness</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator</p>

<p>Objective 8: Between April 1, 2011 and March 31, 2012 conduct at least 6_# educational visits to inform community members and decision makers about the impact of cancer, how the local CSP partnership program addresses the problem, and the unmet need in the community.</p>	<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 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>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/Outreach Coordinator, Outreach Staff, ACS Director, Case and Data Managers</p> <p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p> <p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p> <p>Program/Outreach Coordinator, Outreach Staff</p> <p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>
<p>Objective 9: Plan and implement 6_# media/promotional activities (letters to the editor, newspaper articles, etc) publicizing CSP partnership screening events, client</p>	<p>1) As events are planned, promotion of those events will be scheduled on WJTV, a local radio that has a morning talk show aimed at the 50+, as well as spots on WKTV's five o'clock news broadcast.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p>	<p>4/1/2011-3/31/2012</p>

<p>testimonials and other CSP activities to increase public support of the CSP.</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>4) Clients are asked during the course of their involvement with CSP if they would give testimonials regarding the service they were provided through CSP to be used for promotion of the program. Some of these clients will also be asked if they would be willing to attend meetings with decision makers to illustrate the importance of the CSP. If willing, client testimonials will be used in advertisement, brochures, and other promotion of CSP.</p>	<p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers, Partnership members, clients</p> <p>Program/Outreach Coordinator</p> <p>Program/Outreach Coordinator, Outreach Staff, Case and Data Managers</p>	<p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p> <p>4/1/2011-3/31/2012</p>
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ONEIDA COUNTY HEALTH DEPARTMENT

Adirondack Bank Building, 5th 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

FN 20 11 - 140

March 23, 2011

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

PUBLIC HEALTH

WAYS & MEANS

RECEIVED
ONEIDA COUNTY LEGISLATURE
2011 APR 1 AM 11:19

Dear Mr. Picente:

Under Section 4410 of the New York State Education Law in compliance with Part 200 of the Regulations of the Commissioner of Education of the State of New York municipalities are to provide payment for tuition, SEIT and evaluations rendered to eligible preschool aged children with disabilities.

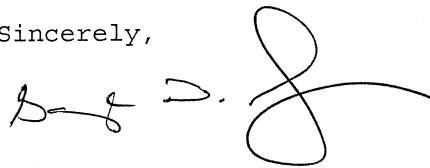
Enclosed please find (3) three copies of an Agreement between ARC of Oneida Lewis Counties and the Oneida County Health Department, Education and Transportation of Handicapped Children Program for the reimbursement of tuition, SEIT and evaluations for the period July 1, 2011 through June 30, 2014.

We anticipate reimbursement will exceed \$50,000.00 for the July 1, 2011 through June 30, 2014 school years.

I respectfully request the approval of this contract between ARC of Oneida Lewis Counties and Oneida County Health Department.


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

Sincerely,



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

Enclosures

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

Anthony J. Picente Jr.
County Executive
Date 3/11/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Education and Transportation of Handicapped Children Program

Account Number: A 2960.1952 Evaluations

A2960.4957 Tuition and Special Education Itinerant Teacher (SEIT)

NAME AND ADDRESS OF VENDOR: ARC of Oneida Lewis Chapter
245 Genesee Street, Utica, New York 13501

VENDOR CONTACT PERSON: Shannon Crofoot, Office Manager 272-1606

DESCRIPTION OF CONTRACT: The Oneida County Health Department contracts with program providers and individual therapists who are qualified to provide services according to Section 4410 of Education Law, Part 200 Regulations of the Commissioner of Education, New York State Education Department Individual and Disabilities Act of 1990, Title 34, Part 300 of the Code of Federal Regulations. Transportation services are provided in accordance with Section 119-0 of the General Municipal Law and Section 236 of the Family Court Act.

CLIENT POPULATION SERVED: 443 Evaluations
0 SEIT and center based

2010 CONTRACT YEAR TOTAL: \$ 71,625.00 Evaluations
\$ 0.00 Center based and SEIT

THIS CONTRACT YEAR: Rate for Evaluations and Tuition is set by New York State Education Department. Transportation rates are awarded by Purchasing Department by bids.

THIS IS CONTRACT PERIOD: July 1, 2011 to June 30, 2014

_____NEW X RENEWAL _____AMENDMENT

FUNDING SOURCE: Contract Amount: Over \$50,000.00

Less Revenues: _____

State Funds _____ 59.5% of Total Dollars__

County Dollars - Previous Contract \$ _____ % of Total Dollars__

County Dollars - This Contract \$ _____ % of Total Dollars

Approved as to Form by County Attorney: _____

Brian Miga, Esq.

SIGNATURE: Barbara Pellegrino, Supervisor in Charge, Special Children Services

DATE: February 15, 2011

**ONEIDA COUNTY
TUITION/SEIT/EVALUATION CONTRACT**

This Contract, by and between the municipality of **ONEIDA COUNTY**, a municipality of the State of New York, hereinafter referred to as the "**COUNTY**," or the **MUNICIPALITY** with its principal office located at 185 Genesee Street, Utica, New York, 13501, acting by and through the Oneida County Department of Health, Education and Transportation of Handicapped Children Program, having its offices at 185 Genesee Street, Utica, New York, 13501, and **ARC of Oneida-Lewis Counties**, hereinafter referred to as "**PROVIDER**," having its main office at 245 Genesee Street, Utica, New York 13501 for the provision of services to preschool children with disabilities pursuant to Section 4410 of the New York State Education Law

WITNESSETH

WHEREAS, the **PROVIDER** has been approved by the **COMMISSIONER** to provide special education services in accordance with Section 4410 of the New York State Education Law and Part 200 of the Regulations of the **COMMISSIONER**; and

WHEREAS, the **MUNICIPALITY** shall provide either directly or by contract for suitable transportation to and from the **PROVIDER'S** program, in accordance with Section 4410 of the New York State Education Law and the Part 200 of Regulations of the **COMMISSIONER**; and

WHEREAS, section 4410 of the New York State Education Law requires a contract, in a form approved by the **COMMISSIONER**, between the **MUNICIPALITY** and the **PROVIDER** of the approved program selected by the **BOARD**;

WHEREAS, the **PROVIDER** warrants that it can meet the needs of children with disabilities placed in its approved program under Section 4410 of the New York State Education Law and in compliance with Part 200 of the Regulations of the Commissioner, and shall comply with all applicable federal, state and local laws; and

NOW, THEREFORE, the parties hereto intend to be legally bound and hereby agree as follows:

- 1. TERM:**
 - A. This Contract shall become effective July 1, 2011 or when duly executed and terminate on June 30, 2014; provided however, that this agreement shall be deemed to have terminated at any time as the **COMMISSIONER** withdraws approval for the **PROVIDER** to provide services or programs for children with disabilities.
 - B. This contract may be renewed upon notification by the **COUNTY**, and acceptance by the **PROVIDER** as least thirty (30) days prior to the expiration of the existing term. However, should the **PROVIDER** be requesting termination of this contract based on the **PROVIDER'S** intent to cease operation, all specific close down procedures shall be followed by the **PROVIDER** in accordance with Part 200 of the Regulations of the **COMMISSIONER**.

- C. Written notice of any such termination shall be provided to the COUNTY and the BOARD(S) by the PROVIDER not less than ninety (90) days prior to the intended effective date of such action.

In the event of such termination, the parties shall adjust the accounts due and the PROVIDER shall undertake no additional expenditures not already required. Upon any such termination, the parties shall endeavor in an orderly manner to close down activities hereunder.

2. DEFINITIONS:

- A. In this Agreement the following terms are defined as follows:

- (1) MUNICIPALITY shall mean the county outside the City of New York or the City of New York in the case of a county contained within the city of New York; and
- (2) BOARD shall mean:
 - (a) a board of education as defined in section two of the New York State Education Law; or
 - (b) trustees of a common school district as defined in section 1601 of the New York State Education Law; and
- (3) COMMISSIONER shall mean the Commissioner of Education of the State of New York; and
- (4) COMMITTEE ON PRESCHOOL SPECIAL EDUCATION (CPSE) is a multidisciplinary team established by a child's school district in accordance with provision of Section 4410 of the New York State Education Law; and
- (5) INDIVIDUALIZED EDUCATION PROGRAM (IEP) is the school district's CPSE'S plan of mandated services pursuant to Section 4410 of the Education Law; and defined in Section 200.1 (y) of the Regulations of the Commissioner of Education.

3. SCOPE OF SERVICE:

- A. In order to make available those services to children with disabilities placed under Section 4410 of the New York State Education Law as determined by the BOARD, the parties hereto mutually agree as follows:
- (1) The PROVIDER shall provide appropriate services for children with disabilities placed by the BOARD to attend the PROVIDER'S program. The school year is hereby defined as a July/August session from July 1 through August 31 and/or September/June session from September 1 through June 30. The PROVIDER shall provide such services for that part of the school year for which children are placed by the BOARD.
 - (2) All financial arrangements for services under this Contract shall be between the COUNTY and PROVIDER in accordance with the Provisions of Section 4 of this Contract. The PROVIDER shall be responsible for the delivery of appropriate services, including the training and/or retraining of direct service staff employed by the PROVIDER. For purposes hereof, "Direct Service Staff" shall be defined as, but not limited to, individuals providing special education and/or related services who are licensed or certified as required by law, to provide such services as mandated on the student's approved IEP. Direct Service Staff may also include individuals,

volunteers or employees who function within the classroom of approved SED programs and are not required by law to be certified or licensed. Direct Service Staff may be employees or independent contractors within the PROVIDER program.

4. APPROVED PROVIDER SITES:

- A. The parties agree to be bound by Appendix A which is attached hereto and made a part hereof. In the event that the COMMISSIONER withdraws approval for the operation of any program or service at any site as listed in Appendix A, such action shall constitute an immediate amendment to this Contract removing inclusion of such program or service from Appendix A. In the event that the PROVIDER intends to cease operation of any or all programs or services at any site listed in Appendix A, the PROVIDER shall give written notice of such intention to the COUNTY and the BOARD (S) not less than ninety (90) days prior to the intended effective date of such action. Such cessation shall constitute an immediate amendment to this contract thus removing such program from Appendix A.

5. REIMBURSEMENT:

- A. The COUNTY, in accordance with the provisions of this Contract, shall reimburse the PROVIDER for expenditures made for contracted services as follows:
- (1) Such payments shall be at the rates approved for tuition and, if applicable, evaluations and maintenance for residential placements. The rate for maintenance shall be the amount established for such purpose by the Commissioner of Social Services of the State of New York and certified by the Director of the Budget of the State of New York. The rate for tuition and evaluations shall be the amount established for such purpose by the COMMISSIONER and certified by the Director of the Budget of the State of New York. The COUNTY shall pay the PROVIDER only those rates which are set by the COMMISSIONER and transmitted in writing, or by publication on the Department's electronic web site, by the COMMISSIONER and only for such period as the PROVIDER has COMMISSIONER'S approval.
 - (2) Where the enrollment for a child is for periods of less than the full July/August session or September/June session, the payment shall be prorated by the COMMISSIONER pursuant to the Part 200 Regulations of the COMMISSIONER.
 - (3) The PROVIDER shall submit a voucher to the COUNTY for services rendered not later than fifteen (15) days after the end of the July/August session and not later than (15) days following each segment of the September/June session, where such segment shall be monthly.
 - (4) In the event of notification by the COMMISSIONER of an official rate change, the PROVIDER shall submit a voucher to the COUNTY for any additional payment due to a rate increase or shall notify the COUNTY of any refund owed due to a rate decrease. Such voucher or notice shall be submitted not more than thirty (30) days after such official notification.
 - (5) The PROVIDER and COUNTY shall adhere to the approved reconciliation methodology for school years covered under the terms of this contract as defined in Part 200 of the Commissioner's Regulation.

- B. The COUNTY shall reimburse the PROVIDER for services rendered under the terms of this Contract in the first instance and at least quarterly upon receipt of vouchers from the PROVIDER. No payment shall be required to be made by the COUNTY for tuition prior to receipt of Notification of Determination of Placement (STAC-1, if the Board uses the STAC-1 as its notice of determination of placement), or for evaluations prior to receipt of authorization to conduct the evaluation or reevaluation (STAC-5, if the Board uses the STAC-5 as authorization to a Provider to conduct an evaluation), by the Board or CPSE as applicable. The COUNTY shall pay tuition pursuant to such Notification commencing the date of enrollment prescribed therein or actual first date of student attendance or legal absence from the program in accordance with Section 175.6 of the Commissioner's Regulations, whichever is later. In the case of evaluations or reevaluations the COUNTY shall pay for such evaluations or reevaluations upon receipt of the Authorization (STAC-5).
- C. No parent or any other person shall be required or requested to make any payment for tuition, evaluations, maintenance or transportation, in addition to the payments made by the COUNTY pursuant to this Contract.
- D. All claims for payment made to the COUNTY by the PROVIDER shall identify and allocate costs for services rendered in such a manner as shall be acceptable to the COUNTY. (See Appendix E)
- E. The PROVIDER shall prepare and make available such statistical, financial and other records pursuant to Section 4410 of the New York State Education Law, as are necessary for reporting and accountability. All documents and records shall be consistent with New York State financial requirements for audit and rate establishment procedures. The financial records and other financial documents relevant to this Contract shall be retained by the PROVIDER for nine (9) years after the school year in which services have been provided. The PROVIDER shall also be responsible for submitting to the COUNTY a copy of their program cost report for the contract term provided herein.
 - (1) These records pursuant to section 4410 of the New York State Education Law shall be subject at all reasonable times to inspection, review or audit by the BOARD, the COUNTY where the PROVIDER is located, the State of New York, acting through the Education Department or the Office of the State Comptroller, federal and other personnel duly authorized by such COUNTY. In addition, the COUNTY shall make available any and all copies of such documents to such other Municipalities as may contract with the PROVIDER.

6. MEDICAID COMPLIANCE:

- A. The PROVIDER shall furnish with the voucher or maintain in a central location(as requested below) the following information for all Medicaid eligible children enrolled in its programs pursuant to Section 4410 of the Education Law:
 - (1) Dates the child received a health related support service and/or an evaluation, (e.g. physical therapy, speech therapy, occupational therapy, skilled nursing services and/or counseling and transportation, as applicable). (To be furnished with voucher);

- (2) Documentation that each service session was verified as delivered by the signature of the service provider (To be furnished with voucher);
 - (3) Copy of the child's Individualized Education Program (IEP) (To be maintained in central location);
 - (4) Copy of the consent form (Appendix B-1) to release child specific information signed by the parent of a child with a disability receiving Medicaid eligible services who is a recipient of Supplemental Security Income (SSI) ;
 - (5) Copies of all Progress Reports for each service provided. (Such reports must be prepared monthly but not less than quarterly).
- B. The PROVIDER shall furnish the municipality each month with the number of eligible Medicaid services by service type provided to each Medicaid eligible child pursuant to Section 4410 Education Law.
- C. The PROVIDER shall obtain from the parent or person in parental relationship to the Medicaid eligible child receiving services pursuant to Section 4410 of the Education Law, the Client Identification Number (CIN), period of eligibility and any other relevant third party health insurance information for the purpose of establishing Medicaid as the "payer of last resort". Appendix B-2, attached hereto, shall be submitted to the COUNTY upon the child's entry into the program or when the child first becomes Medicaid eligible. Nothing herein shall preclude the child's enrollment and initiation of services in accordance with the Board's Notice of Determination. A copy is to remain in the PROVIDER'S file.
- D. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-1, for Medicaid eligible children, that all certified teachers of the speech and hearing handicapped shall work "under the direction of" a licensed speech-language pathologist. The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who are working "under the direction of" a said licensed speech-language pathologist. In addition, the licensed pathologist shall certify by signature how accessibility to the pathologist is being provided to the therapists for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- E. Consistent with the Medicaid definition of "direction" and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-2, for Medicaid eligible children, that all certified physical therapy assistants (PTA) shall work "under the direction of" a licensed and registered physical therapist (graduate of a CAPTE-approved program). The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who

are working “under the direction of” a said licensed physical therapist. In addition, the licensed physical therapist shall certify by signature how accessibility to the physical therapist is being provided to the physical therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.

- F. Consistent with the Medicaid definition of “direction” and for the July 1, 2009 school year and thereafter and consistent with the New York State Education Department Office of Professions Practice Guidelines for The Provision of Direction to Students with Disabilities Eligible for Receiving Medicaid Reimbursement, the PROVIDER shall certify using the certification form attached hereto as Appendix C-3, for Medicaid eligible children, that all certified occupational therapy assistants (COTA) shall work “under the direction of” a licensed and registered occupational therapist. The Provider shall be responsible for notifying the County of additions to or deletions of individual therapists who are working “under the direction of” a said licensed and registered occupational therapist. In addition, the licensed and registered occupational therapist shall certify by signature how accessibility to the occupational therapist is being provided to the certified occupational therapy assistant for the provision of direction to students with disabilities eligible for receiving Medicaid reimbursement.
- G. The PROVIDER must submit, for Medicaid eligible children, a signed Medicaid Provider Agreement and Reassignment form with the signed Contract so the COUNTY can claim Medicaid reimbursement for the services provided under 4410 of the Education Law. Attached as D-1 and D-2

7. REGULATORY COMPLIANCE:

- A. The PROVIDER will maintain the standards set forth under Section 200.20 of the Regulations of the COMMISSIONER to preserve its status as an approved school for the education of children with disabilities. It is understood and agreed by the parties that, should Provider’s approval status be terminated by the Commissioner, this Contract shall be void, in which case the PROVIDER shall be entitled to no compensation for the portion of the school year in which such approval ceases to be maintained and shall reimburse the COUNTY any amounts already received for that portion of such school year.

8. CONFIDENTIALITY:

- A. The COUNTY and PROVIDER shall observe and require the observance by all subcontractors and their employees of all applicable federal and New York State requirements relating to confidentiality of records and information.

9. SUBCONTRACTOR AND ASSIGNMENT:

- A. All agreements between PROVIDER and subcontractors shall be by written contract. All subcontracts entered into by the PROVIDER relative to the purchase of services pursuant to the Contract shall be in writing in accordance with all federal and State laws, regulations and guidelines and shall be disclosed on the application to the COMMISSIONER for program approval. No provision of any such subcontract shall incur any financial obligation by the COUNTY in addition to the established tuition, evaluation and maintenance rates. Any arrangements entered into by a PROVIDER with a subcontractor shall be governed by all applicable provisions relating to conflict of interest pursuant to the Laws of New York State. The PROVIDER shall not be relieved of any responsibility under this Contract by any subcontract.
- B. The PROVIDER shall not assign this Contract without prior written approval of the BOARD and COUNTY which approvals shall be attached to this Contract as an amendment.

10. WASTE MANAGEMENT:

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

11. INSURANCE:

- A. The PROVIDER agrees to procure, pay the entire premium for and maintain throughout the term of this Agreement insurance in amounts and types specified by the COUNTY. Unless otherwise specified by the COUNTY and agreed to by the PROVIDER, in writing, such insurance will be as follows:
 - (1) Commercial General Liability insurance including contractual coverage, in an amount no less than \$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage per occurrence.

- (2) Automobile Liability insurance (if any vehicles are used in the performance of this Agreement) in an amount not less than \$1,000,000 per incident and \$3,000,000 aggregate combined single limit for bodily injury and property damage occurrence.
 - (3) Professional Liability insurance in an amount not less than, with the exception of Special Education Teachers, Teachers of the Deaf and Hearing Impaired and Teachers of the Visually Impaired, for whom such amount shall be \$1,000,000 per incident and \$3,000,000 aggregate.
 - (4) Worker's Compensation and Employer's Liability insurance in compliance with all applicable New York State laws and Regulations and Disability Benefits insurance, if required by law. PROVIDER shall furnish to the COUNTY, prior to its execution of this Agreement, the documentation required by the New York State Workers' Compensation Board of coverage or exemption from coverage pursuant to Sections 57 and 220 of the NYS Workers' Compensation Law. In accordance with Article 5-A Section 108 of NYS General Municipal Law, this Agreement shall be void and of no effect unless the PROVIDER shall provide and maintain coverage during the term of this Agreement for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- B. All policies providing such coverage shall be issued by insurance companies with an A.M. Best rating of A- or better.
 - C. The PROVIDER shall furnish to the COUNTY certificates of insurance or, on request, original policies, evidencing compliance with the aforesaid insurance requirements. In the case of commercial liability insurance, said certificates or other evidence of insurance shall name the COUNTY of ONEIDA as an additional insured. All such certificates or other evidence of insurance shall provide for the COUNTY of ONEIDA to be a certificate holder and to be notified in writing thirty (30) days prior to any cancellation, non-renewal or material change. Such certificates, policies or other evidence of insurance and notices shall be mailed to the County at the address at the head of this Agreement or at any such other address of which the COUNTY shall have given the PROVIDER notice in writing.

12. INDEMNIFICATION:

- A. The PROVIDER shall indemnify and hold harmless the COUNTY, its consultants (if any), employees, agents and other persons from and against all losses, claims, costs, judgments, liens, encumbrances and expenses, including attorney's fees, by reason of liability imposed by law, for damage because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons, or on account of damage to property, arising out of the acts or omissions or negligence of the PROVIDER, its agents, employees or subcontractors or of other

persons, in connection with the services described or referred to in this Agreement, even if such injuries to persons or damage to property are due, or are claimed to be due, to passive negligence of the COUNTY, its employees, agents or subcontractors or other persons, except only in cases of the COUNTY'S sole active negligence. This provision shall survive the termination of this Agreement.

13. HEALTH REQUIREMENTS:

- A. The PROVIDER shall ensure compliance with all County, State, and Federal Laws; Title 10 of the New York State Codes, Rules and Regulations; all applicable COUNTY policies, and all other regulations pertaining to health and health care requirements.
- B. The PROVIDER agrees to provide COUNTY copies of all required health requirements.

14. STATE CENTRAL REGISTRY AND CHILD ABUSE MALTREATMENT

- A. In compliance with Section 424-a of the New York State Social Service Law, the PROVIDER that contracts with the COUNTY for preschool special education services, is required to screen individuals who will have "regular and substantial contact" with children, as defined by New York State Department of Social Service Administrative Directive 86 ADM-43, through the State Central Register of Child Abuse and Maltreatment, hereinafter referred to as "SCR." PROVIDER should refer to the May 2001, "Preschool 01-02 Publication of the New York State Education Department office of Vocational and Educational Services for Individuals with Disabilities (VESID)."
 - (1) The PROVIDER is responsible for clearing the following individuals: (1) Any person who is actively being considered for employment and who will have the potential for regular and substantial contact with children who receive preschool special education programs and services; (2) Any person who is employed by an individual, corporation, partnership, or association that provides goods or services to approved preschool special education providers who has the potential for regular and substantial contact with children who receive preschool special education programs and services.
 - (2) The PROVIDER is responsible for screening individuals through the SCR regardless of whether an individual has been screened through the SCR for employment or contract with another municipality or provider agency.
 - (3) The PROVIDER will not permit unsupervised contact between child and any potential employee or contractor before receiving a completed clearance and acceptable response from the SCR.

- (4) The PROVIDER will notify all individuals being screened that an inquiry will be made to the SCR and that this is a State requirement. The PROVIDER will establish procedures to ensure that the confidentiality of any SCR response is maintained. PROVIDER will comply with SCR regulations in not screening employees more than once every six months, and one time only to the extent required by Section 424-A of the Social Service Law for contractors, consultants and volunteers.

15. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

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

IN WITNESS WHEREOF, this agreement has been duly executed and signed by:

ONEIDA COUNTY

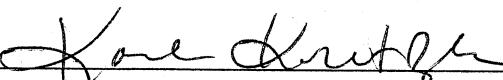
DATE: _____

BY: _____

Anthony J. Picente, Jr.
Oneida County Executive

PROVIDER

DATE: 3/14/2011

BY: 

Printed Name: Karen Korotzer

Title: Executive Director

COUNTY ATTORNEY
APPROVED AS TO FORM:

Brian Miga, Esq.
Assistant County Attorney

APPENDIX A

NEW YORK STATE EDUCATION DEPARTMENT

APPROVED PROVIDER SITES

APPROVED PROGRAM(S)

LOCATION

**PARENTAL CONSENT FOR RELEASE OF EDUCATIONAL INFORMATION FOR
MEDICAID FUNDING**

Dear Parent/Guardian of _____:

This is to ask your permission (consent) to bill Medicaid for Medicaid reimbursable services that are on your child's individualized education program (IEP). Schools in New York State routinely access Medicaid funding to help meet costs of providing special education services. Please read and confirm the following information:

I, _____ as the

Parent/guardian of _____,
(Print child's name)

Give permission for the school district/municipality to use Medicaid to pay for special education services rendered on behalf of my child for all Medicaid eligible services listed on my child's IEP dated: _____.

I understand that the use of Medicaid insurance for special education services will not decrease the available lifetime coverage, increase premiums or lead to the discontinuation of benefits, result in my family paying for other services required for my child outside of school that would otherwise be covered by the Medicaid program and that I will not incur an out-of-pocket expense such as payment of a deductible or co-pay amount.

I give my consent voluntarily and understand that I may withdraw my consent at any time. I also understand that my child's entitlement to a free appropriate public education (FAPE) is in no way dependent on my granting consent and that regardless of my decision to provide this consent; all the required services on my child's IEP will be provided to my child at no cost to me.

Parent/Guardian Signature: _____ Date: _____

APPENDIX B-2

INFORMATION REQUIRED FOR MEDICAID REIMBURSEMENT

FOR

HEALTH RELATED EDUCATION SERVICES

Please provide the following information for each Medicaid eligible child with each voucher you submit for reimbursement to the Municipality for special education services provided children with disabilities pursuant to Section 4410 of the Education Law.

Child's Name _____ Date of Birth _____

Client Identification Number (CIN) _____

Dates of Medicaid eligibility coverage from _____

to _____

Is the child covered under additional Health Insurance other than Medicaid?

Please mark appropriate YES _____ NO _____

APPENDIX C-1

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, CCC-SLP, NYS Licensed and Registered (and updated)
Speech-Language Pathologist, with current license number _____

certify that I am providing "Under the Direction of" (attached) services to the following Certified Teachers of
the Speech and Hearing Handicapped (Therapist):

Name of Therapist

I am providing accessibility to the Teachers of the Speech and Hearing Handicapped in the following manner:

Signature of Licensed Speech/Language Pathologist

Date

APPENDIX C-2

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, PT, NYS Licensed and Registered (and updated)

Physical Therapist (graduate of a CAPTE – approved program), with current license number _____

certify that I am providing “Under the Direction of” (attached) services to the following Certified Physical Therapy Assistant:

Name of Therapist

I am providing accessibility to the Certified Physical Therapy Assistant in the following manner:

Signature of Licensed Physical Therapist

Date

APPENDIX C-3

CERTIFICATION
OF
UNDER THE DIRECTION OF AND ACCESSIBILITY

I, _____, OTR, NYS Licensed and Registered, (and updated) Occupational Therapist with current license number _____ certify that I am providing "Under the Direction of" (attached) services to the following Certified Occupational Therapy Assistant (COTA):

Name of Therapist

I am providing accessibility to the Certified Occupational Therapy Assistant in the following manner:

Signature of Registered Occupational Therapist

Date

APPENDIX D-1

AGREEMENT

BETWEEN THE NEW YORK STATE DEPARTMENT OF SOCIAL SERVICES AND SERVICE PROVIDERS IN THE NEW YORK STATE MEDICAID PROGRAM

Based upon the provision of medical services under the New York State Medicaid Program, Title XIX of the Social Security Act, and the satisfactory completion of the Medicaid provider agreement form, and statement of reassignment, The Arc, Oneida-Lewis Chapter, NYSARC, hereinafter called the Provider, agrees as follows to:

- A. 1. Keep any records necessary to disclose the extent of services the Provider furnishes to recipients receiving assistance under the New York State Plan for Medical Assistance.
2. On request, furnish the New York State Department of Social Services, or its designee, and the Secretary of the United States Department of Health and Human Services, and the New York State Medicaid Fraud Control Unit any information maintained under paragraph (A) (1), and any information regarding any Medicaid claims reassigned by the Provider to the preschool county agency.
3. Comply with the disclosure requirements specified in 42 CFR Part 455, Subpart B.
- B. Comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and all other State and federal statutory and constitutional non-discrimination provisions which prohibit discrimination on the basis of race, color, national origin, handicap, age, sex, religion and marital status.
- C. Abide by all applicable federal and State laws and regulations, including the social Security Act, the New York State Social Services Law, Part 42 of the Code of Federal Regulations and Title 18 of the Codes Rules and Regulations of the State of New York.

Authorized Signature: Karen Krotzger

Address: 245 Genesee Street
Utica, NY 13501

Telephone: (315) 735-6477

Date Signed: 3/14/2011

APPENDIX D-2

STATEMENT OF REASSIGNMENT

The Arc Oneida-Lewis Chapter, NYSARC
NAME OF PRESCHOOL SERVICES PROVIDER

By this agreement, the above-named Provider of services agrees:

1. To permit the county to retain any MEDICAID revenues received from medical services provided to Medicaid special education preschool students.
2. To accept as payment in full the contracted reimbursement rates for covered services.
3. To comply with all the rules and policies as described in your contract with the Preschool County Agency.
4. To agree not to bill Medicaid directly for any service billed by the county.

Note: Nothing in this agreement would prohibit a Medicaid Provider from claiming reimbursement for Medicaid eligible services rendered outside the scope of the Preschool Supportive Health Services Program.

Karen Koofer
AUTHORIZED SIGNATURE

3/14/2011
DATE

APPENDIX E

PROCEDURES FOR PRESCHOOL TUITION, SEIT AND EVALUATION CLAIMS

A. ONEIDA COUNTY CLAIM VOUCHER

The County will provide through the Oneida County web site (*WWW.ocgov.net*) choosing Audit and Control Department drop down menu and printing a two (2) part Oneida County voucher for submission of all claims. All two (2) copies **must** be submitted. All invoices must include month and year of service, type of service (SEIT, Evaluations, Integrated, Promise, etc.) and the total claim. Invoices must contain all supporting documentation .

Invoices with missing information or incorrect data will be returned unpaid with letter of explanation regarding this action.

Vouchers may not cross calendar years of terms of service.

If a correction is made to a claim submitted by the provider, the item that is incorrect will be crossed out and initialed by the person making the correction. A copy of the claim with a letter of explanation will be sent to the service provider. The original claim, with an adjusted "amount claimed" will be forwarded to the Oneida County Audit and Control Department for payment. The provider may then re-bill the item that was corrected, if required, on a separate invoice with reference number of the initial claim and a copy of the original billing information.

No services can begin or be billed for prior to Board of Education approval date.

A copy of the STAC-5 will be returned to you indicating evaluations, which have been approved for each child. A copy of the STAC-1 will be returned to you indicating which children have been authorized for service and the type of service you can bill for. If you do not have these authorizations on file prior to billing, please follow up with the respective CPSE Chairperson to assure they were sent to the County.

Summer claims for the six-week period in July/August must be submitted on one claim following end of this session. Claims for 10-month School Year session must be billed on a **monthly** basis. Children, who begin service during, rather than at the start of a month, should be submitted with the first claim on which the child appears.

All initial Claim Vouchers for Summer Session and School Year Sessions must have a copy of the Tuition or SEIT Rate approval letter or relevant web site page as approved by New York State Education Department for period billed attached. Changes received during the year must also be submitted with corresponding claims.

Agencies who do not have a SED Rate set for period contracted will need to contact the County immediately at 798-5682 (Barbara) or 798-5239 (Chris).

A. DOCUMENTATION REQUIREMENTS:

TUITION CLAIMS

1. Student Listing

Specific Program Covering Listed Children (Integrated, Promise, etc). Alphabetical listing of children serviced and billed for during month.

Start date or discharge date for child, if it occurred during billing month.

Full day or half day session must be noted.

Tuition charge for each child.

Charge for 1:1 aide in separate column and added to total cost per child.

Agency use sample forms provided herein:

**Center Based Pre-school Program Monthly Attendance and Progress Notes
(front)**

Agency Name, Month/Year of Service, School Year

Check Full Day/Half Day

Student Name, DOB, School District, County

Dates of school attendance using code

Dates therapy provided using code for individual/group service including number in group

Print and Signature of teacher with Credentials

Print and Signature of therapist with license and NPI#

Co-Signature of supervising therapist where appropriate

Copy of Prescription with initial invoice and thereafter if changes

Pre-school Program Monthly Attendance & Progress Notes (back)

Student Name, DOB, Month/Year service

Teacher Notes, Print and Signature of Teacher with Credentials, Date

Center Based Pre-school Program Progress Notes

Agency name, Month/Year of Service

Student Name, DOB

Therapist Name Printed with NPI#

Under Direction of Therapist Printed with NPI#

Check Service discipline, Frequency per IEP with Group and/or Individual

Session Note with Date, Time, Session length, CPT Code

Service Location, Check G or I with number in Group

Therapist Signature with title and date

Under direction of when applicable

Continuation of Center Based Notes Continuation

Student Name, DOB, Month/Year of Service

Session Note with Date, Time, Session length, CPT Code

Service Location, Check G or I with number in Group

Therapist Signature with title and date

Under direction of when applicable

EVALUATION CLAIMS

1. Student Listing

Agency can use sample form provided herein or similar form, which must include the following information:

Evaluation Provider.

Month and Year of Service

Alphabetical listing of children evaluated during billing month.

Bill all evaluations done within one month on one claim.

Specify evaluations charged to each child.

Total cost of evaluations for each child.

Total cost of all evaluations listed and billed for month.

Attach: Copy of Physician's recommendation for evaluation.

SEIT CLAIMS

1. Student Listing

Alphabetical listing of children receiving SEIT services during month.

Number of .5 hr sessions provided for month.

Total allowable charges per child.

Total SEIT charges for month billed.

2. Attendance and Progress Note Form

Agency can use sample form provided herein for each child or similar form, which must include the following information:

Date and length of time serviced during month.

Brief progress note for each date serviced and length of time

Signature of teacher

Center Based Pre-School Program Monthly Attendance & Progress Notes

Agency Name _____ Month/Year of Service: _____ School Year: _____ Full Day Half Day

Student Name: _____ School District: _____ County: _____

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	Total
ED																																
PT																																
OT																																
ST																																
Counsel																																
Other																																

Attendance Codes: _____

P = Present
 I = Individual Service Provided
 G = Group Service provided (include # in group- i.e. G2)
 A = Child Absent
 T = Therapist Absent
 C = School Closed

* = UDO "face-to-face" with student

Attendance Codes: 0 = Other (i.e. filed trips, assemblies, testing, evaluations):

Date	Reason	Date	Reason
_____	_____	_____	_____
_____	_____	_____	_____

Special ED Teacher: _____ Signature: _____ (Print)

1 Aide: _____ Signature: _____ (Print)

PT (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____

TA Name: _____ Signature & Title: _____ License #: _____ NPI#: _____

OT (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____

OTA Name: _____ Signature & Title: _____ License #: _____ NPI#: _____

IT (UDO) Name: _____ Signature & Title: _____ License #: _____ NPI#: _____

SSH Name: _____ Signature & Title: _____ License #: _____ NPI#: _____

Pre-School Program Monthly Attendance & Progress Notes

Student Name: _____ DOB: _____ Month/Year of Service: _____

Teacher Notes:

Teacher Name (Printed):

Signature & Title:

Date:

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

Center Based Pre-School Program Progress Notes

Agency Name: _____ **Month/Year of Service:** _____

Student Name: _____ **DOB:** _____

Therapist (Print): _____ **NPI#:** _____

UDO (Print): _____ **NPI#:** _____

OT Services **PT Services** **ST Services** **Frequency per IEP:** _____ **G** _____ **I**

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

Center Based Pre-School Program Progress Notes

Student Name: _____ **DOB:** _____ **Month/Year of Service:** _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

Date _____ Time _____ Session Length _____ CPT Code _____
 Service Location _____ (Classroom, Therapy Room, Other) Individual Group Number In Group _____

Therapist Signature & Title _____ Date _____
 UDO Signature & Title _____ Date _____

I certify the information I am going to submit will be true, accurate, and complete. I understand that this information may be used for billing and payment and satisfaction of the claim will be from federal and/or state funds. I understand any false claims, statements, or documents, or concealment of material facts, may be prosecuted under applicable Federal or State laws. Further, I certify all services I am reporting have been provided by or under the direction or supervision of a licensed professional of the healing arts, or other licensed health care professional, or other licensed/certified practitioner acting within their scope of practice under state law. Finally, if after this submission I discover any error in it, I will immediately report such errors for adjustment.

PRESCRIPTION FOR THERAPY SERVICES

Date Written: _____

Child's Name: _____ DOB: _____

School District: _____ County: _____

Diagnostic Statement/ICD-9 Code: _____

Purpose of Treatment: _____

Time Period Services Are Being Ordered For: _____
(mm/dd/yyyy – mm/dd/yyyy)

Services Ordered and Number of Times and Minutes Per Week:

Physical Therapy _____ x _____ minutes per week

Occupational Therapy _____ x _____ minutes per week

Speech Therapy _____ x _____ minutes per week

ORDERING PRACTITIONER'S INFORMATION

Name (Please Print): _____

Address: _____

Telephone Number: _____

NPI#: _____

Signature: _____

Date Signed: _____

EVALUATION CLAIMS

PROVIDER: _____ MONTH _____ YEAR _____

STUDENT: _____ SOC _____ PT _____ OT _____ SL _____ PSYCH _____

TOTAL

(Dates and cost of each evaluation billed)

PROVIDER:

MONTH OF SERVICE:

S.E.I.T SERVICES:

COUNTY: ONEIDA

STUDENT NAME

ATTENDANCE DATES

HOURS

TOTAL

STUDENT INFORMATION CARD

SEIT PROGRAM

NAME _____ MONTH _____ YEAR _____

AGENCY _____ SITE _____

Approved SEIT hours per week _____ Teacher _____
(Signature)

Circle days service was provided:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 1 5 1 6 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31

Date	Length of Time	Notes
------	----------------	-------

AGENCY
ADDRESS:

PROGRAM: _____ MONTH OF SERVICE _____

NAME	FTE	START DATE	END DATE	1:1 AIDE	TUITION CHARGE
------	-----	------------	----------	----------	----------------

(If effective current month)

TOTAL _____



Office of the Sheriff County of Oneida
 Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
 Elizabeth A. Gustafson, Chief Administrator

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

March 31, 2011

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

FN 20 11 - 141

**PUBLIC SAFETY
 WAYS & MEANS**

RECEIVED
 ONEIDA COUNTY LEGISLATURE
 2011 APR 11 AM 11:09

Dear County Executive Picente:

The 2011 Adopted Budget for the Sheriff's Office does not provide for part-time seasonal deputies designated for the Navigation Program. A request for \$60,000 was made by the Sheriff's Office for this purpose; however, it was eliminated during the budget process.

I am proposing that a small portion of the original request be reinstated. There is a need to provide law enforcement on the county's waterways. Water patrol, emergency rescues, boater assists and boater safety education are all components of this program. Not being able to provide adequate service in these areas will effect the safety of thousands of people who utilize Oneida County's waterways.

For this reason, I am requesting that a budgetary transfer be approved to fund part-time seasonal law enforcement deputies (Grade 1S – Step 5) for 25 hours per week, for around 20 weeks. These positions would be approximately 50% reimbursable by the New York State Department of Parks and Recreation. Revenue is already budgeted in the Law Enforcement Account from this source and would offset this expense. The aforementioned transfer would also assist in a potential shortfall of this revenue approved in the budget. I have identified other funds within my budget to hire these deputies. I am seeking ways to meet needs within the Sheriff's Office through the existing budget.

I propose that funds be transferred from the Law Enforcement Overtime Account. Unfortunately, not all overtime can be controlled. Homicides, burglaries, accidents and acts of terrorism are unforeseen incidents that put public safety at risk; however, my administration is restricting and monitoring overtime in everyday operations. A significant reduction has been realized through these efforts.

I would appreciate your cooperation in redirecting funds as I work to control spending in areas where sound management decisions are being made.

The transfer request is as follows:

<u>Transfer from Account</u>	<u>Amount</u>	<u>Transfer to Account</u>	<u>Amount</u>
A3120.103 Overtime	\$10,000	A3120.102 Temporary Help	\$10,000

I would appreciate if this request could be expedited and the full process for Board approval be waived. I would like to have a plan for the Navigation Program in place by May, as the waterways begin to open. With this process expedited, we would have the needed lead time.

Thank you for your anticipated cooperation. If you should have any questions or concerns, please do not hesitate to contact me at any point in time.

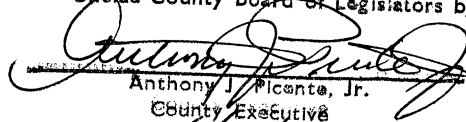
Sincerely,



Robert M. Maciol,
Oneida County Sheriff

Cc: Tom Keeler, Budget Director
Gerald Fiorini, Chairman of the Board
Rick Flisnik, Chairman of Public Safety Committee
David Wood, Majority Leader
Patricia Hudak, Minority Leader

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



Anthony J. Picante, Jr.
County Executive

Date 4/8/11

ONEIDA COUNTY HEALTH DEPARTMENT

A Adirondack Bank Building, 5th Floor, 185 Genesee St., Utica, NY 13501

ANTHONY J. PICENTE, JR.
ONEIDA COUNTY EXECUTIVE

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

ADMINISTRATION

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

March 21, 2011

FN 20 11 - 142

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

PUBLIC HEALTH

WAYS & MEANS

Dear Mr. Picente:

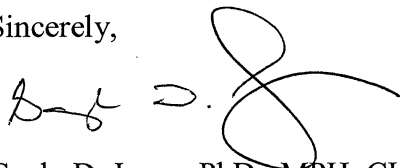
Re: C021373

Attached are four (4) copies of an amendment between Oneida County through its Health Department and the New York State Department of Health – Adolescent Tobacco Enforcement Program.

This amendment is for fiscal year April 1, 2010 through March 31, 2011 in the amount of \$5,621. The Cost of Living Adjustment must be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs.

If this amendment meets with your approval, please forward to the Board of Legislators.

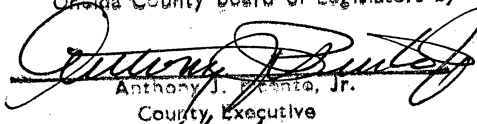
Sincerely,



Gayle D. Jones, PhD., 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 4/1/11

CONTRACT SUMMARY SHEET - ONEIDA COUNTY HEALTH DEPARTMENT

DIVISION: Environmental Health – Adolescent Tobacco Enforcement Program

NAME AND ADDRESS OF VENDOR: New York State Department of Health
Bureau of Community Environmental Health
Flanigan Square, 547 River Street
Troy, New York 12180-2216

VENDOR CONTACT PERSON: Michael J. Cambridge, Director

SUMMARY STATEMENTS: This grant provides for compliance checks with underage youth (15, 16, or 17 years old) for all facilities where tobacco is sold. Complete at least one compliance check during the contract year; a minimum of two re-inspection checks within the contract year; report tobacco dealers and vendors without a valid registration to the Bureau of Community Environmental Health and Food Protection within five business days of inspection; issue formal enforcement against the operator by confirmed delivery of a written Notice of Violation within seven business days; coordinate program education for new tobacco vendors and those who fail compliance checks.

FISCAL YEAR: State fiscal year April 1, 2010 through March 31, 2011

TOTAL: \$5,621 This is a cost of living adjustment only to be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. Expenditures of funds must occur between April 1, 2010 and March 31, 2011.

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

FUNDING SOURCE: A3401.05 Grant Award for Cost of Living Adjustment (COLA)

Less Revenues: _____
State Funds: \$5,621
County Dollars – Previous Contract \$-0-
County Dollars – This Contract \$-0-

SIGNATURE: Gayle D. Jones, PhD., MPH, CHES

DATE: March 21, 2011



STATE OF NEW YORK
DEPARTMENT OF HEALTH

Flanigan Square 547 River Street Troy, New York 12180-2216
www.health.ny.gov

Nirav R. Shah, M.D., M.P.H.
Commissioner

Sue Kelly
Executive Deputy Commissioner

March 11, 2011

Gayle D. Jones, Ph.D., MPH, CHES
Public Health Director
Oneida County Department of Health
800 Park Avenue
Utica, NY 13501

Contractor Name: Oneida County Health Department
Contract Number: C-025043
COLA Amount: \$5,621
Contract Initiative: Tobacco Enforcement Program

Dear Dr. Jones:

Chapter 57, Laws of 2006 provide for the Commissioner of Health to establish an annual cost of living adjustment (COLA) for programs outlined in the statute. Pursuant to Part F of Chapter 111 of the Laws of 2010, the 2010-11 COLA appropriation will be distributed to eligible payees at the prior year rate of 8.02%.

The COLA amount for this contract is noted above. You must certify that these funds have been or will be used for expenditures associated with the recruitment and retention of staff or other critical non-personal service costs. All expenditures of the funds must occur between April 1, 2010 and March 31, 2011.

Payment of the COLA amount associated with this contract will be made separately from authorized contract payments. The COLA amount will not be applied toward nor amend amounts payable under Appendix B of your contract.

Please sign the following certification, complete the enclosed standard voucher and return both to the payment office designated in the contract in order for payment of the COLA amount be processed for your organization. **The certification and standard voucher should be returned to this office as soon as possible but no later than August 1, 2011.**

Sincerely,

Michael J. Cambridge, Director
Bureau of Community Environmental Health
and Food Protection

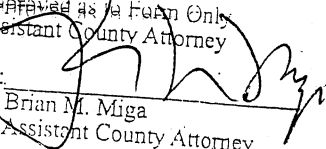
This is to certify that cost of living funds, as described above and in Part C.1.5 of Chapter 57 of the Laws of 2006, will be used to promote the recruitment and retention of staff or respond to other critical non-personal service costs during the 2010-11 State fiscal year.

Signed: _____

Title: Oneida County Executive

Date: _____

Attachment - Standard Voucher

Approved as Fee Form Only
Assistant County Attorney
By: 
Brian M. Miga
Assistant County Attorney

ANTHONY R. CARVELLI
COMMISSIONER

ONEIDA COUNTY



DEPARTMENT OF FINANCE

ANTHONY J. PICENTE JR.
COUNTY EXECUTIVE

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501
(315) 798-5750 ♦ Fax: (315) 735-8371 ♦ www.ocgov.net

RECEIVED
ONEIDA COUNTY LEGISLATURE
APR 11 PM 12:29

March 25, 2011

FN 20 11-143

Mr. Anthony J. Picente, Jr.
Oneida County Executive
800 Park Ave.
Utica, N.Y. 13501

INTERNAL AFFAIRS
WAYS & MEANS

Dear Mr. Picente:

Pursuant with Title 3 of Article 5 of the Real Property Tax Law, the enclosed petitions are submitted with the recommendations as cited.

Please forward said petitions to the Oneida County Board of Legislators for their consideration.

<u>NUMBER</u>		<u>AMOUNT</u>
1	REFUND	\$ 297.35
40	CORRECTIONS	\$113,829.65

Sincerely,

Anthony Carvelli
Commissioner of Finance

AC:kp
Enclosure

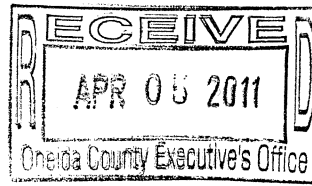
Reviewed and Approved for submittal to the
Oneida County Board of Legislators by

Date 4/1/11

		ERRONEOUS ASSESSMENTS									
MUNICIPALITY	YEAR	NAME	TAX MAP NUMBERS	TAX UNPAID	AMOUNT CANCEL	TAX PAID	AMOUNT REFUND	CORRECT	AMOUNT TO "0"		
Vienna	2010	Murray, Mark	6489 217.018-1-18.1 VO			\$ 6,207.91	\$ 297.35	\$ 5,910.56	\$ -		
Forestport	2008	Case, Mark	3800 85.002-1-13.1 MH	\$ 869.45	\$ 613.68			\$ 255.77	\$ -		
Forestport	2009	Case, Mark	3801 85.002-1-13.1 MH	\$ 794.73	\$ 561.13			\$ 233.60	\$ -		
Forestport	2010	Case, Mark	3802 85.002-1-13.1 MH	\$ 748.79	\$ 541.62			\$ 207.17	\$ -		
Sangerfield	2011	Conifer Development, Inc.	5401 392.007-3-18.2 UG	\$ 527.56	\$ 478.10			\$ 49.46	\$ -		
Stauben	2011	Hopler, Thomas & Bonnie	5600 174.000-1-8.4 QK	\$ 1,381.76	\$ 90.56			\$ 1,291.20	\$ -		
Vienna	2011	Goris, Carol	6489 217.000-1-20 LL	\$ 8,637.60	\$ 2,132.58			\$ 6,505.02	\$ -		
Vienna	2011	Tedford, Yvonne	6489 217.017-1-51 RX	\$ 1,667.36	\$ 961.02			\$ 706.34	\$ -		
Vienna	2011	Vienna Volunteer Fire Department	6489 218.001-1-27 RJ	\$ 174.22	\$ 174.22			\$ -	\$ -		
Vienna	2011	Grabski, Joseph	6489 234.006-1-7 RN	\$ 2,743.51	\$ 206.49			\$ 2,537.02	\$ -		
Vienna	2011	Goris, Carol	6489 236.000-1-1 LB	\$ 447.97	\$ 185.44			\$ 262.53	\$ -		
Vienna	2011	Wheeler, James	6489 236.000-1-11.3 OH	\$ 268.82	\$ 263.22			\$ 5.60	\$ -		
Vienna	2011	Dixon, Thomas	6489 236.016-5-20 RJ	\$ 1,971.90	\$ 153.95			\$ 1,817.95	\$ -		
Western	2011	Yasenovsky, Andrew & Frances	6600 174.000-2-15.2 NY	\$ 2,035.53	\$ 643.51			\$ 1,392.02	\$ -		
Whitestown	2011	Earle, Peter C.	7004 276.018-2-30 OM	\$ 33,458.16	\$ 27,374.86			\$ 6,083.30	\$ -		
Utica	2010	Rebuild Mohawk Valley, Inc.	1600 318.082-1-83 SV	\$ 64.65	\$ 64.65			\$ -	\$ -		
Utica	2011	Coffay, Joseph	1600 330.008-5-18 RI	\$ 631.25	\$ 109.28			\$ 521.97	\$ -		
Bridgewater	2011	Meininger, Thomas & Nancy	2889 400.000-1-12 KE	\$ 5,525.24	\$ 1,277.83			\$ 4,247.41	\$ -		
Kirkland	2011	Ortega, Kenneth	4089 337.000-1-11 LN	\$ 3,129.95	\$ 666.72			\$ 2,463.23	\$ -		
Kirkland	2011	Stanton, Michael	4089 337.015-5-16 UJ	\$ 2,063.24	\$ 826.20			\$ 1,237.04	\$ -		
New Hartford	2011	Morris, William & Jill	4889 329.018-7-16 YP	\$ -	\$ 5,994.18			\$ 5,994.18	\$ -		
New Hartford	2011	Morris, William & Jill	4889 329.018-7-17 ZI	\$ 155.60	\$ 618.41			\$ 774.01	\$ -		
New Hartford	2011	Edwards, Gary	4889 349.016-1-57 YC	\$ 2,600.36	\$ 602.40			\$ 3,202.76	\$ -		
Vienna	2011	Maier, Michael	6401 252.007-3-9 UP	\$ 2,042.04	\$ 381.71			\$ 1,660.33	\$ -		
Vienna	2011	Oneida County Reforestation	6489 183.000-1-4 NM	\$ 72.20	\$ 71.09			\$ 1.11	\$ -		
Vienna	2011	Teelin, Harold	6489 200.000-1-83.1 PX	\$ 444.92	\$ 87.11			\$ 357.81	\$ -		
Vienna	2011	Dolata, Cheryl	6489 215.017-2-37 UV	\$ 1,239.93	\$ 401.66			\$ 838.27	\$ -		
Westmoreland	2011	Storey, A. Richard	6800 289.000-2-42 OT	\$ 2,967.96	\$ 2,467.52			\$ 500.44	\$ -		
Trenton	2007-11	Bolton, Robert	5889 228.000-1-66 TT	\$ 535.12	\$ 535.12			\$ -	\$ -		
Whitestown	2010	Earle, Peter C.	7001 376.018-2-30 OM	\$ 36,715.72	\$ 30,015.35			\$ 6,700.37	\$ -		
Lee	2011	Dawson, Alfred & Mary	4200 188.001-3-62.8 WF	\$ 1,046.19	\$ 784.57			\$ 261.62	\$ -		
Vienna	2011	Zellwager, Virginia	6489 198.000-1-11.1 OW	\$ 1,039.59	\$ 426.59			\$ 613.00	\$ -		
Westmoreland	2011	Town of Westmoreland	6800 302.004-2-19.1 PW	\$ 11.09	\$ 11.09			\$ -	\$ -		
Westmoreland	2011	Town of Westmoreland	6800 302.004-2-19.3 RO	\$ 8.49	\$ 8.49			\$ -	\$ -		
Westmoreland	2011	Town of Westmoreland	6800 314.000-1-17 MC	\$ 47.56	\$ 47.56			\$ -	\$ -		
Westmoreland	2011	Town of Westmoreland	6800 314.000-1-19 NO	\$ 40.47	\$ 40.47			\$ -	\$ -		
Westmoreland	2011	Town of Westmoreland	6800 314.000-1-20 HR	\$ 41.47	\$ 41.47			\$ -	\$ -		
Westmoreland	2011	Town of Westmoreland	6800 314.000-1-21 IK	\$ 36.22	\$ 36.22			\$ -	\$ -		
Westmoreland	2011	Town of Westmoreland	6800 314.000-1-22 JD	\$ 33.47	\$ 33.47			\$ -	\$ -		
Whitestown	2009	Earle, Peter C.	7001 276.018-2-30 OM	\$ 40,850.72	\$ 33,382.13			\$ 7,468.59	\$ -		
Whitestown	2011	Rocco, Janice	7089 316.012-1-41 OI	\$ 1,317.90	\$ 517.98			\$ 799.92	\$ -		
				TOTAL:			\$ 297.35		\$ -		
							\$ 297.35		\$ -		

Sandra J. DePerno
County Clerk

Diane B. Abraham
1st Deputy Clerk



Deputy County Clerks
Gary Artessa
Nancy Gelfuso
Brenda Breen
Patricia Ferrone
Lynarda J. Girmonde
Mary Bowee

CLERK OF ONEIDA COUNTY

County Office Building ♦ 800 Park Avenue ♦ Utica, New York 13501

Phone: (315) 798-5790 ♦ Fax: (315) 798-6440

Recd by B.O.L.
4/12/11 9:55AM

April 4, 2011

Hon. Anthony J. Picente Jr.
Oneida County Executive
Oneida County Office Building
10th Floor
800 Park Avenue
Utica NY 13501

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

Anthony J. Picente, Jr.
County Executive

Date 4/11/11 FN 20 11-144

INTERNAL AFFAIRS

RE: Oneida County DMV Q-Matic Software Upgrade

WAYS & MEANS

Dear County Executive ^{Sony} Picente:

I am respectfully requesting approval from the Oneida County Board of Legislators for "Standardization" of Q-Matic Corporation as the vendor for the Oneida County DMV Q-Matic System.

The Q-Matic Software is in need of an upgrade and in order to continue the warranty on the hardware, must be purchased through Q-Matic Corporation. Per attached, you will see that an upgrade of Q-Matic equipment must be purchased either through Q-Matic Corporation or Immix Group, the vendor that holds Q-Matic GSA/state and local government orders. I have also sent these attachments to Harris Samuels, Assistant County Attorney, for his opinion. Mr. Samuels e-mail response is attached for your review, he also believes the software upgrade should be ordered through Q-Matic Corporation.

The cost to upgrade the Q-Matic Software at both the Utica and Rome DMV Offices is \$24,000. If this software is ordered outside of the Q-Matic system, the software has the potential of damaging the Q-Matic Hardware and will void the warranty on the Q-Matic Hardware. To replace the hardware at both Utica and Rome DMV, the cost is approximately \$60,000. The money to replace the software has already been appropriated by Anne Hartman, Director of Central Services through resolution passed at the March 16, 2011 Board of Legislators meeting.

I respectfully request that the Oneida County Clerk/DMV, in conjunction with Central Services be allowed to order the Q-Matic Software upgrade as soon as possible before any problems arise that will amount to costly repairs for the County of Oneida and the possible replacement of the whole Q-Matic System.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sandra J. DePerno". The signature is fluid and cursive, with the first name "Sandra" being the most prominent.

**Sandra J. DePerno
Oneida County Clerk**

**Cc: Michael Waterman, Chairman Internal Affairs
Gerald Fiorini, Chairman Board of Legislators
David Wood, Majority Leader
Patricia Hudak, Minority Leader**



March 31, 2010

RE: Oneida County Q-Matic System Upgrade

To whom it may concern,

Since 2001 Oneida County DMV as well as all DMVs in the state of New York, have utilized Q-Matic customer flow management solutions to control the flow of citizens through its lobby environments. The time has come to upgrade the Q-Matic software and other Q-Matic equipment within the Utica and Rome locations given the fact that it is/has been heavily used all these years as well as the fact that the operating system (Q-WIN version Q) software that is currently in place is no longer supportable.

There are currently two sources for Q-Matic Solutions /equipment. One is directly through Q-Matic and another is through the Immix Group which is the vendor that currently holds Q-Matic solutions on its GSA schedule contract # GS-35F-0265X.

Please let me state clearly that this is an upgrade of an existing Q-Matic system. The system operates on Q-Matic software in combination with Q-Matic hardware and is specifically designed to operate as an integrated customer flow management platform.

Thank you,

Peter Glista

Director of Northeast Accounts

Q-Matic Corporation

703-883-2550

Q-MATIC

August 7, 2009

immixTechnology, Inc.
8444 Westpark Drive
Suite 200
McLean, VA 22102

Attention: Art Richer, President, immixTechnology, Inc.

Subject: immixTechnology as sole GSA Schedule holder for Q-Matic Corporation

Dear Art:

In an effort to consolidate and simplify Q-Matic Corporation's government contracting activities, as of the date of this letter Q-Matic Corporation maintains only one GSA Schedule holder, Immix Technology, Inc. as the sole authorized GSA Schedule holder for Q-Matic products and services under immixTechnology's GSA Schedule GS-35F-0330J. If here are any questions regarding this letter, please contact the undersigned.

Sincerely,



Matthew O. DeBacker
CFO

DePerno, Sandy

From: Zane, Lisa
Sent: Monday, April 04, 2011 11:25 AM
To: DePerno, Sandy
Subject: Q-matic

Sandy,
I just spoke to Peter Glista from Q-matic and he said, instead of approx. \$12,000, the cost for a whole new system would be approx. \$30,000 for each office.
Thanks,
Lisa

DePerno, Sandy

From: Samuels, Harris
Sent: Thursday, March 31, 2011 3:55 PM
To: Hartman, Anne
Cc: DePerno, Sandy; Zane, Lisa
Subject: FW: Requested Q-Matic Quotes

I believe that the Q-Matic proposal would qualify as sole-source based on Mr. Glista's statements. I'll also forward another more formal letter from him. If you need anything more from them, or need an actual letter from me, please advise.

From: DePerno, Sandy
Sent: Wednesday, March 30, 2011 10:33 AM
To: Samuels, Harris
Subject: FW: Requested Q-Matic Quotes

Harris:

Below is an e-mail from Mr. Glista. Is this good enough to get a letter from you to submit to Purchasing that we must order from this company as sole source?

Sandy

From: Peter Glista [mailto:Peter.Glista@qmatic.com]
Sent: Tuesday, March 29, 2011 4:20 PM
To: Zane, Lisa
Cc: DePerno, Sandy
Subject: RE: Requested Q-Matic Quotes

Lisa,
I guess I don't understand. We provided a GSA and a NY state contract version of the quote.

Of course the fact is that you now have a Q-Matic system and it is in need of an upgrade to the system software and some peripherals contained in the quote. This equipment is not available through any other vendor other than Q-Matic. We contract with a company called the Immix Group that holds our GSA schedule and processes GSA/state and local government orders for Q-Matic but ultimately any PO processed through Immix will become a PO to Q-Matic and all product and services are provided/delivered directly through Q-Matic.

Thank you,

Peter Glista
Director of Northeast Accounts
Qmatic Corporation
95 Underwood Road
Fletcher, NC 28732
Direct : 703-883-2550
Mobile : 703-300-4954
Corporate office : 828-209-1000
Email: peter.glista@qmatic.com

From: Zane, Lisa [mailto:Lzane@ocgov.net]
Sent: Tuesday, March 29, 2011 4:13 PM

4/1/2011

Office of the Sheriff



County of Oneida

Robert M. Maciol, Sheriff

Robert S. Swenszkowski, Undersheriff
Elizabeth A. Gustafson, Chief Administrator

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

February 18, 2011

John Talerico
Commissioner of Personnel
800 Park Avenue
Utica, NY 13501

RE: Deputy Sheriff, Civil – John Fusco

Dear Commissioner Talerico:

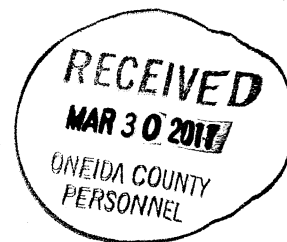
On behalf of Deputy Sheriff, John Fusco; I am requesting an extension of sick time for the maximum of time he is eligible for. John has been fighting a battle with pancreatic cancer for over a year and will be remaining out of work for an extended period of time. He has depleted his time banks and is currently using donated time.

Deputy Fusco has been employed the Oneida County Sheriff's Office since December 31, 1996. Thank you for your consideration in this matter.

Sincerely,

Robert M. Maciol
Oneida County Sheriff

RMM:sje



Administrative Office
165 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) 798-5862



OFFICE OF THE SHERIFF

COUNTY OF ONEIDA

ROBERT M. MACIOL
SHERIFF

ROBERT S. SWENSKOWSKI
UNDERSHERIFF

Memorandum

To: Sheriff Robert M. Maciol
From: Deputy John Fusco
Date: February 17, 2011
Subj: Extended Sick Leave Request

Sheriff Maciol:

Please find this as my application for *extended sick with pay*.

I was diagnosed with pancreatic cancer in November, 2009 and am currently out of all time accruals. I have been using leave donation time provided to me by County employees.

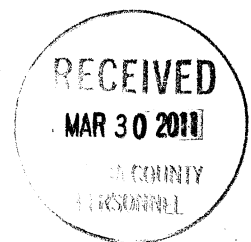
I am aware of the Oneida County Personnel Rules regarding the extended sick leave pay.

Thank you for your consideration in this matter.

Respectfully submitted,

John Fusco
Deputy Sheriff, Civil Division

Cc: Lt. Easton
file



Administrative Office
6075 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

Department of Medicine
Gastroenterology and Hepatology Division



UNIVERSITY of
ROCHESTER
MEDICAL CENTER

MEDICINE of THE HIGHEST ORDER

March 30, 2011

Dear Lieutenant Sandy Eaton,

John Fusco has currently been out of work since March 15, 2011 and will continue to be out for an indefinite period of time while we continue with further work up and treatment of his current medical condition. We plan on follow up with him again on May 18, 2011. Please contact my office at 585-275-4711 with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Vivek Kaul, MD".

Vivek Kaul, MD
Acting Chief,
Gastroenterology & Hepatology Division
URMC/Strong Memorial Hospital
601 Elmwood Ave, Box 646
Rochester, NY 14642

