

**Warren County Health Services
Health Services Committee Agenda
February 24, 2010
Information Submitted By: Patricia Auer, DPH/DPS**

Action Agenda/New Business

Request Committee Approval:

To allow Dan Durkee, Health Educator, to attend the New York State Public Health Association 2011 Annual Meeting and Conference in Syracuse on April 13 and 14, 2011.

Rationale:

This is a valuable conference that provides a variety of health education topics and programs that can be brought back and utilized in our local communities. The cost for the conference is \$110.00 plus \$93.00 for the overnight accommodation, reimbursements for 1 dinner at the approved GSA rate, and tolls. Other meals are covered by the conference fee, and he will drive in a Health Services fleet vehicle. Monies are available in the budget to cover the cost.

Request Committee Approval:

To allow Kathy Harris, WIC Coordinator, to attend the WIC Board of Directors Annual Strategic Planning Meeting in Saratoga from March 13 -15, 2011. The cost of the meeting is \$200.00 and includes all meals and strategic planning materials.

Rationale:

This is a meeting that NYSDOH requests that WIC Coordinators attend. There are sufficient funds in the WIC Budget to cover the cost, but because it is more than \$100.00, committee approval is needed.

We are at an advantage because due to the location of the conference, there are no travel or lodging costs.

Request Resolution:

To amend the contract with Glens Falls Hospital Lifeline to reflect a change in name to Glens Falls Hospital Medical Alert Service.

Rationale:

This change has been requested by the hospital, and there will be no financial changes to the contract.

Request Resolution:

To amend the Health Services Department Table of Organization and the 2011 Warren County budget to reflect the movement of a Senior Account Clerk position from the Preschool Code 4054.110 to the Preventive Code 4018.110 and a Principal Clerk position from Preventive Code 4018.110 to Preschool Code 4054.110.

Rationale:

This will allow us to receive a bit more state aid because the Senior Account Clerk has more seniority than the Principal Clerk, (both are Grade 7 in the Civil Service schedule) but more importantly, the duties of the positions are more accurately reflected by switching the codes.

Request Resolution:

To renew the contract with New York State Department of Health Division of Family Health to allow for continued receipt of funding for the Lead Poisoning Prevention Program for the contract year October 1, 2010 – September 30, 2011 in the amount of \$23,732 in a form approved by the county attorney.

Rationale:

Although the state is late getting the contract out, it is still funding, and we would recommend the contract extension.

Pending Items/Old Business

Report of Emergency Preparedness Activities

Please see **Attachment #1** for the February report.

Topics for Discussion/Information

Report of Expenditures, Revenues, Overtime and Per Diem Use

Please see **Attachment #2**.

Budget Transfer Requests

Tawn Driscoll, Fiscal Manager, will be present at the meeting to answer any questions related to the above information.

Attachments:

#1 Emergency Preparedness Program Activities

#2 Reports of Expenditures, Revenues, Overtime and Per Diem Use

WARREN COUNTY HEALTH SERVICES BUDGET ANALYSIS

REVENUE AND EXPENDITURES FOR 2011 AS OF 2/22/2011 12:52:50 PM

FUND(S): A, CL, D, DM, EF, GI, MS, SD, V
 CODE(S): 4010, 4011, 4013, 4016, 4018, 4046, 4054, 4189, 9061, 4025

EXPENSES	2011 BUDGETED	2011 YTD ACTUAL	2010 Prior Year Totals
Salaries - Regular	\$2,919,224.74	\$338,834.01	\$2,865,914.61
Salaries - Overtime	\$157,500.00	\$17,626.56	\$137,667.52
Salaries - Part Time	\$319,249.56	\$24,375.84	\$238,086.33
Salaries - Sick Leave Incentive			\$1,200.00
100's PERSONAL SERVICES	\$3,395,974.30	\$380,836.41	\$3,242,868.46
200's EQUIPMENT	\$12,792.00	\$493.73	\$72,543.64
400's CONTRACTUAL	\$10,226,592.00	\$205,350.53	\$6,872,938.76
800's EMPLOYEE BENEFITS	\$1,388,897.89	\$221,237.95	\$35,015.66
TOTALS	\$15,024,256.19	\$807,918.62	\$10,223,366.52
REVENUES	2011 BUDGETED	2011 YTD ACTUAL	2010 Prior Year Totals
	\$12,483,009.00	\$10,915.06	\$8,261,888.50

Note: The numbers above reflect YTD as of 2/22/11 for current year 2011. Also reflected are the YTD totals for 2010, however all Revenues and expenses are not finalized.
 * Also to note, revenues for Preschool billings from July to December 2010 will be calculated and accrued approximately by end of March 2011.
 We anticipate at least over one million in additional revenue to be accrued for 2010 between the Preschool, CHHA, LTC, MCH, and state grants.
 * The state still has not allowed us to bill Medicaid for Preschool services from July 2009 to current. Therefore both 2009 and 2010 revenues are understated.
 We still anticipate to be able to start to retro bill for Preschool Medicaid by spring 2011.

**Warren County Health Services
 Salaries Comparison**
 2010 vs 2011
 as of 2/13/11 Payroll date

Total of All Depts	YTD		YTD 11v10	% Change	Total Budget		Total Actual	
	2011	2010			2011	2010		
Regular Salaries	\$338,834.01	\$350,006.06	-\$11,172.05	-3.19%	\$2,919,224.74	\$2,865,914.61		
Overtime Salaries	\$17,626.56	\$26,179.17	-\$8,552.61	-32.67%	\$157,500.00	\$137,667.52		
Part Time Salaries	\$24,375.84	\$29,701.18	-\$5,325.34	-17.93%	\$319,249.56	\$238,086.33		
Sick Leave Incentive	\$0.00	\$0.00	\$0.00	0.00%	\$0.00	\$1,200.00		
TOTALS	\$380,836.41	\$405,886.41	-\$25,050.00	-6.17%	\$3,395,974.30	\$3,242,868.46		

*Source: Detail: G/L report for all Salary Category from 1/1/XX-2/13/XX
 Note: Payroll reflects the annual 3% increase in union salaries for 2011.

BT ACTIVITY SHEET

GY 11 - 8/10/2010 - 8/9/2011

Page 1

Topic Color Codes

Red/Chempack; Green/SNS; Blue/Mass Fatality; Black/Training; Orange/Drill; Purple/Pan Flu

Date	Type	Subject/Comments	Attendees	Topic (i.e. Chempack, Drill, Mass Fatality, SNS, Training, Pan Flu)
2/3/11	Training-on line	L-9 IS-00702.a NIMS Public Information Systema	Laura Saffer	Training
2/8/11	Meeting	Monthly BT Coordinators (focus: Sheltering)	Barb Orton, Laura Saffer	
2/10/11	Conf Call/Webinar	ServNY	Barb Orton, Angela Meade	
2/10/11	Presentation	The Glen at Hilland Meadows "Are you a Caregiver" various topics including Emergency preparedness & H1N1 segment presented by Laura Saffer	Laura Saffer	
2/14/11	Training-online	L-9 IS-00703.a NIMS Resource Management	Laura Saffer	Training
2/15/11	Conf Call/Webinar	L-1 ERP Plan	Barb Orton, Laura Saffer, Angela Meade	
2/16/11	Tabletop	Monthly GFH - Helicopter Explosion	Barb Orton	

SCHEDULE "A"

AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- In-State (needs Supervisory Committee authorization)
- Out-Of State (needs Board resolution)

The Health Services hereby authorizes Dan Durkin, Health Educator
(Supervisory Committee) (Employee Name)

to attend New York State Public Health Association
2011 Annual Meeting and Conference
(Name of meeting or organization)

at Genesee Grande Hotel Syracuse, NY
(Address)

on April 13, 14 2011 Mode of transportation to be used Health Services
(Dates) (County Vehicle or Mass Transportation)
Fleet vehicle

If the mode of transportation is not a county vehicle or mass transportation, please explain:

Proper documentation must be attached when submitting for approval.
 (Please check documents attached)

- Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$ 93 M&IE
 - Meal costs - GSA*per diem rate \$ 45.75 GSA* Rate \$
- *www.gsa.gov

Date: 2/24/11

Patricia Ayer
Department Head Signature

Date: 2/25/11

[Signature]
Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to Commissioner of Administrative and Fiscal Services if credit card will be used.

✓116247

A4018.0040.444

SPRING CONFERENCE SCHEDULE

April 13, 2011

Pre-Conference Workshops:

"Bodyworks"

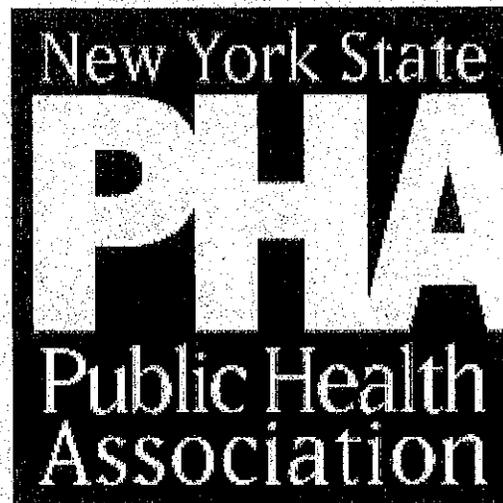
"Butt Stops Here Facilitator Training"

"Critical Connections: Oral Health & Chronic Disease"

April 14, 2011

2011 Annual Meeting & Conference: "Public Health in Action"

**Genesee Grande Hotel
Syracuse, NY**



Join us in Syracuse, New York

For more information, visit: www.NYSPHA.org



Join us!

A full day conference session is planned for April 14, 2011 with three pre-conference workshops offered April 13, 2011.

The Annual Meeting will offer scientific sessions in a variety of formats including large plenary sessions and smaller concurrent sessions. Sessions will focus on issues and topics relevant to "Public Health in Action."

This conference is designed for public health educators, academic staff, county health officials and employees, students, medical and dental practitioners, state health employees and others in the field of public health, education and medical care.

Register today!

Use the form below to register via the US Postal Service or register online at <http://NYSPHA.RoundTableLive.org>.

Continuing Education

Continuing Education credits for **Certified Health Education Specialists (CHES)** have been approved for up to 12 credit hours.

Continuing education credits for **dentists** by the New York State Dental Foundation and for **dental hygienists** by the Dental Hygienists' Association of the State of New York have been approved for specific workshops.

Professionals seeking continuing education credits not listed above will be provided a completion certificate upon request for self-submission.

Wednesday, April 13- Pre-Conference Workshops

9:00 AM - 4:00 PM "Butt Stops Here Smoking Cessation Facilitator" workshop

Become a certified smoking cessation counselor with this in-depth course that includes didactic presentations, case studies and group demonstration. At the completion of this training, you will be certified to conduct Butt Stops Here smoking cessation support groups and one-on-one interventions; you will understand the effects of nicotine on the brain and why people smoke; and you will have a full understanding of the seven first-line pharmacotherapies for treating tobacco dependence.

Training conducted by the Center for Smoking Cessation at Seton Health.

- Approved for 6 continuing education credits for dentists by the New York State Dental Foundation and for dental hygienists' by the Dental Hygienists' Association of the State of New York.
- Approved for 6 Certified Health Education Specialists (CHES) Category I continuing education contact hours (CECH) by the National Commission for Health Education Credentialing, Inc.

Registration Fee: \$65 NYSPHA members, \$110 non-members. Fee includes lunch and materials.

9:00 AM- 4:00 PM "Body Works" Training Workshop

BodyWorks, a health education program designed by the U.S. Department of Health and Human Services' Office on Women's Health, provides parents and caregivers of young adolescents with tools to help improve family eating and activity habits. This interactive train-the-trainer workshop will provide the tools to educate parents as role models and provide them with skills to make small, specific behavior changes to help family members prevent obesity and maintain a healthy weight. Once you are trained you can order the BodyWorks materials free of charge to use with families or other trainers. The toolkit includes a video on healthy shopping and cooking strategies, a recipe book, food and fitness journals, and more.

Training conducted by Capital District Physicians' Health Plan staff.

- Approved for 6 Certified Health Education Specialists (CHES) Category I continuing education contact hours (CECH) by the National Commission for Health Education Credentialing, Inc.

Registration Fee: \$65 NYSPHA members, \$110 non-members. Fee includes lunch.

1:00 PM- 4:00 PM "Critical Connections: Oral Health & Chronic Disease" summit

You can't read a professional journal, newspaper or health related article without a mention of the connection between preventing or arresting chronic diseases and oral health - Diabetes, heart disease, cancer, bone health and more every day. Join us for this multiple speaker presentation session and hear what experts in each of these disease groups have to say about the relationship of the mouth with the body. Come away with an understanding of how you can make that critical connection and improve the total health of your patients and clients.

Opening remarks given by Guthrie (Gus) Birkhead, M.D., MPH, Deputy Commissioner, Office of Public Health, New York State Department of Health.

Presented through a partnership between NYSPHA, Dental Hygienist Association of the State of New York (DHASNY) and partially funded by the Empire Project for Oral Health.

- Approved for 3 continuing education credits for dentists by the New York State Dental Foundation and for dental hygienists' by the Dental Hygienists' Association of the State of New York.
- Approved for 3 Certified Health Education Specialists (CHES) Category I continuing education contact hours (CECH) by the National Commission for Health Education Credentialing, Inc.

Registration Fee: \$35 NYSPHA members, \$80 non-members.

Thursday, April 14- Conference Schedule

New York State Public Health Association Annual Meeting

Agenda

- 8:30 AM – 9:00 AM **Registration**
- 9:00 AM – 10:15 AM **Welcome**
Michele Caliva, NYSPHA President
Keynote
David R. Smith, M.D., President, *SUNY Upstate Medical University*
- 10:15 AM-10:30 AM Break & Exhibits
- 10:30 AM-12:00 PM **Concurrent Workshops**
A) "Regional Health Planning in Lower Hudson Valley"
B) "Building Partnerships in Chronic Disease Prevention"
C) "Public Health Policy & the "Big 3": Alcohol, Tobacco & Obesity"
- 12:00 PM-1:00 PM **Lunch & Awards Ceremony**
- 1:00 PM-1:30 PM **Student Posters**
- 1:30PM– 2:30 PM **Concurrent Workshops**
D) "Engaging Youth as Advocates to Improve School & Community Nutrition"
E) "Creating Community Partnerships to Address HIV Risk Among Youth"
F) "Making Healthy Behaviors the Easy Choice for Employees: Do Worksite Policy, Systems and Environmental Changes Really Work?"
- 2:30 PM– 2:45 PM Break & Exhibits
- 2:45 PM– 4:00 PM **Panel Presentation: "Healthcare Reform: What it Means for Public Health"**
Facilitator: Ms. Meghan Taira (invited), *Health Legislative Assistant to Senator Schumer*
Round Table Discussions: "Putting Public Health into Practice"

The conference on April 14th has been approved for 6 Certified Health Education Specialists (CHES) Category I continuing education contact hours (CECH) by the National Commission for Health Education Credentialing, Inc.

Annual Meeting Registration Fee: \$60 NYSPHA members, \$35 NYSPHA student member, \$65* student non-members, \$105* non-NYSPHA members. Fee includes lunch and materials.

*Includes one year membership with NYSPHA.

Hotel Information

All events will take place at the Genesee Grande Hotel in at 1060 East Genesee Street in Syracuse, New York. A block of rooms has been reserved for Tuesday, April 12, 2011 and Wednesday, April 13, 2011. Please call (315) 476-4212 to reserve a room under the New York State Public Health Association (NYSPHA) block at a group rate of \$93/night for single or double occupancy.

Transfer/Cancellation Policy

If you registered for the pre-conference workshops or annual meeting and cannot attend, you may transfer your registration to another person. All transfer/cancellation requests must be submitted in writing and received by NYSPHA no later than April 7, 2011. Please submit your request via email to info@nyspha.org.

- Cancellations received on or before April 7, 2011 will be refunded less a \$10 administrative fee.
- Cancellations received April 8, 2011 or later are not refundable.
- Space at each event is limited no shows will be charged the full registration fee.

Important Information

Nearest Airport- Syracuse Hancock International Airport is the nearest airport to the events. Participants arriving via air may rent a car on-site at the airport or take a taxi. Guests of the Genesee Grande Hotel are provided with airport shuttle service upon request and based on availability. Please call the hotel at (315) 476-4212 for more information. The airport is approximately 8 miles from the conference site.

Hotel Parking- Parking is free at the Genesee Grande Hotel in Syracuse

Food & Beverage- Lunch and coffee breaks are included with your registration fee. The Genesee Grande Hotel's chef has designed a menu to meet the "Healthy Meeting Guidelines" recommended by the New York State Department of Health. Gluten-free options will also be available.

Conference Attire- Please keep in mind that meeting room temperatures vary. You may want to bring a jacket or sweater to all sessions.

Payment Information- Registration fees may be paid via credit card (online only), check or purchase order. Registration on-site is available but telephone confirmation is recommended as space is limited.

Event and Registration Questions- Questions may be directed to Mary Ellen Yankosky at (518) 427-5835 or Erin Sinisgalli at info@nyspha.org.

Registration Form

Registration may also be completed online at <http://NYSPHA.RoundTableLive.org>

Name: _____

Organization Name: _____

Address: _____

County: _____ Phone: _____

Email: _____

Are you a NYSPHA member? _____ Are you an APHA member? _____

	AMOUNT
"Butt Stops Here Facilitator Training" pre-conference workshop	
<input type="checkbox"/> NYSPHA Member\$65	\$ _____
<input type="checkbox"/> Non-NYSPHA Member.....\$110	
"Bodyworks Train-the-Trainer" pre-conference workshop	
<input type="checkbox"/> NYSPHA Member.....\$65	\$ _____
<input type="checkbox"/> Non-NYSPHA Member.....\$110	
"Critical Connections: Oral Health & Chronic Disease" pre-conference summit	
<input type="checkbox"/> NYSPHA Member.....\$35	
<input type="checkbox"/> Non-NYSPHA Member.....\$80	\$ _____
Annual Meeting "Reducing Chronic Disease & Improving Health"	
<input type="checkbox"/> NYSPHA Member.....\$60	
<input type="checkbox"/> NYSPHA Student Member.....\$35	
<input type="checkbox"/> Non-NYSPHA Member.....\$105	
<input type="checkbox"/> Non-NYSPHA Student Member.....\$65	
NYSPHA Membership	
<input type="checkbox"/> Student Membership.....\$ 25	
<input type="checkbox"/> Reduced Income Membership\$ 35	
<input type="checkbox"/> Individual Membership\$ 45	
<input type="checkbox"/> Organizational Membership.....\$ 200	\$ _____
Total Due	
	\$ _____

Please mail completed registration form and payment of check (payable to NYSPHA) or purchase order to:

NYSPHA, PO Box 38127, Albany, NY 12203

Questions? Call or email us at (518) 427-5835 or info@nyspha.org

SCHEDULE "A"

AUTHORIZATION TO ATTEND MEETING OR CONVENTION

Check one:

- In-State (needs Supervisory Committee authorization)
- Out-Of State (needs Board resolution)

The Health Services hereby authorizes Kathy HARRISS WHE Coordinator
 (Supervisory Committee) (Employee Name)

to attend WIC Board of Directors Annual Strategic Planning Meeting
 (Name of meeting or organization)

at Orton Putnam Resort Saratoga Springs NY
 (Address)

on March 13-15, 2011 Mode of transportation to be used employee will drive personal vehicle - no mileage reimbursement
 (Dates) (County Vehicle or Mass Transportation)

If the mode of transportation is not a county vehicle or mass transportation, please explain:

Proper documentation must be attached when submitting for approval.

(Please check documents attached)

- Notice of meeting or convention including cost.

For Overnight Travel

- Room rate \$ NA GSA* Rate \$ NA
- Meal costs - GSA*per diem rate \$ _____

*www.gsa.gov

Date: 8/24/11

Patricia Ayer
 Department Head Signature

Date: 2/25/11

[Signature]
 Committee Chairman Signature

Please refer to the Warren County Travel Policy and County Vehicle Use Regulations for general policy guidelines.

Please check to request a fleet vehicle.

REQUEST FOR USE OF FLEET VEHICLE

Filing Instructions:

1. Original with voucher to Auditor.
2. Copy to Frank Morehouse if fleet vehicle is needed.
3. Copy to Clerk of the Board with Resolution Request form if out-of-state travel.
4. Copy to Purchasing with Purchase Order, if required.
5. Copy to Commissioner of Administrative and Fiscal Services if credit card will be used.

1/15/11

WIC
copy
made



AY013.444

**Board of Directors Annual Strategic Planning Meeting
March 13-15, 2011**

Gideon Putnam Resort
24 Gideon Putnam Road
Saratoga Springs, NY 12866

Sunday March 13, 2011 Start at 3:00 pm to 6pm ~ 4:00 check-in, dinner served at 6pm
Monday March 14, 2011 9am start, breakfast served at 7:30am, lunch at noon, and dinner at 6pm
& **Tuesday** March 15, 2011 9am start, breakfast served at 7:30am and lunch at noon, retreat concludes at 3pm

Facilitator: Paul Mastrodonato

commuting
The room cost is \$89.00 per night paid to the Gideon Putnam. Individual attendees are requested to call the Gideon Putnam directly at (518)584-3000 or (866)746-1077 toll free or fax to (518)583-2832 ATTENTION :RESERVATION DEPT.
REFER TO GROUP CODE:9N257H,
by February 4, 2011 to book your room reservation.
Nancy Glasgow will make room reservations for advocates and consumers.

Registration for the Retreat is \$200.00 per person and includes meals, snacks and all strategic planning meeting materials.

RSVP to: Cindy Walsh by Monday February 7, 2011
cw99@cornell.edu or 315-963-7286

Please specify any dietary needs or if handicap accessibility is necessary

Registration PAYMENT can be made directly to: WIC Association of New York State, Inc.
Attention: Sherry Wilson
238 Arsenal Street,
Watertown, NY 13601

Drop down address

Shuttle Service: The resort offers complimentary shuttle service to the Saratoga Amtrak station and to downtown Saratoga. Transportation to the Albany International Airport can be provided at a one-way cost of \$60.00. Shuttle services are based upon availability and advance reservations at least two week prior to our event is recommended.

*Ruthy Harriss WIC coord
registered by phone
on 1/11/11 / print to follow*

DeCesare, Diane

From: Harriss, Kathy
Sent: Monday, February 07, 2011 11:16 AM
To: DeCesare, Diane
Subject: FW: NYS WIC Association Retreat March 2011

Hello,

Please see the attached information. I hope this isn't too late, but I need \$200 to be paid to the NYS WIC Association for a meeting in March. If you would please request a check for me, I would appreciate it.

Many thanks,

Kathy Harriss
Warren County WIC Coordinator/Nutritionist
518-761-6555
www.co.warren.ny.us/wic

From: Cindy Walsh [mailto:cw99@cornell.edu]
Sent: Monday, February 07, 2011 10:49 AM
To: Harriss, Kathy
Subject: Fwd: NYS WIC Association Retreat March 2011

Hi Kathy,

Attached is the email that was sent out to the BOD.

Thanks,

Cindy

From: Cindy Palamar <cpalamar@oco.org>
To: Lauri Smith <smithlj@alleganyco.com>, Alma Brandiss <AlmaLou.Brandiss@bellevue.nychhc.org>, Kirsten Parker <kirstenp@capco.org>, Colleen Vokes <cvokes@co.livingston.ny.us>, Kathy Harriss <harrissk@co.warren.ny.us>, "Cathryn H. Mizbani" <cathrynmizbani@cornell.edu>, Cynthia Walsh <cw99@cornell.edu>, Agnes Molnar <amolnar@foodadvocates.org>, Jennifer O'Toole <jennaotoole@gmail.com>, Sherry Wilson <wilson.sherrym@gmail.com>, Maximina Familia <irenelapuchis@hotmail.com>, Niccolla Shaw <queennikkirocks@hotmail.com>, Elizabeth Kersaint <EKERSAIN@jhmc.org>, Keri Santos <ksantos@jordanhealth.org>, Kathy Patton <PattonK@mail.amc.edu>, Sonia Oluleye <soluleye@mhhc.org>, Sharon McClure <smcclure@montefiore.org>,

2/7/2011

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: February 24, 2011

- (a) Purpose of Contract Change: To amend contract with Glens Falls Hospital Lifeline to reflect name change to Glens Falls Hospital Medical Alert Service
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 726/2004, see attached
- (c) Name of Contractor: Glens Falls Hospital Medical Alert Service
- (d) Address of Contractor: 16 Pearl Street, Suite 206, Glens Falls, NY 12801
- (e) Contractor's Contact Person and Telephone Number: Kelly Crotty, 926-2132
- (f) Commencement Date of Amendment: 3/1/11
- (g) Termination Date of Extension: Per terms of current contract
- (h) Payment Provisions: Per current contract - no changes in charges
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount OR Capital Project OR Capital Reserve Project Number and Title and Amount: n/a

Warren County Board of Supervisors

RESOLUTION NO. 726 OF 2004

Resolution introduced by Supervisors Haskell, Quintal, Sheehan, F. Thomas and Barody

AUTHORIZING AGREEMENTS CONTINUING CONTRACTUAL RELATIONSHIPS WITH VARIOUS CONTRACTORS AND/OR AGENCIES - HEALTH SERVICES DEPARTMENT

RESOLVED, that Warren County continue the contractual relationships indefinitely, subject to termination upon thirty (30) days notice by either party and subject to future appropriations, with the various contractors and/or agencies listed below, at the rates and/or costs set forth below, and be it further

RESOLVED, that unless there should be a material change in contract terms, a change in rates/costs or a change or addition of a new contractor/agency, a further Board resolution will not be necessary to indefinitely continue and/or amend the contracts, and be it further

RESOLVED, that that the Board may, at any time upon the adoption of further resolutions, rescind and/or amend this authority or limit appropriations with regard to any one or more of the contracts listed below and request to terminate the contract pursuant to the terms thereof, and the Department Head shall be responsible for acting in accordance with such actions, and be it further

RESOLVED, that the Chairman of the Board be, and hereby is, authorized to execute agreements, and from time to time as may be necessary, amend contracts consistent with the term set forth herein, with said contractors/agencies in the form approved by the County Attorney:

RESOLUTION NO. 726 OF 20 04

Page 2, Continued

<u>Contractor/ Agency</u>	<u>Purpose</u>	<u>Estimated Contract Amount/Rates</u>	<u>Term</u>
ENS Health Care Management, LLC d/b/a Interim Health Care of New York	Paraprofessional Care Services - LTHHCP & CHHA	Home Health Aide \$17.95/hr Personal Care Aide \$17.50/hr Housekeeper \$16.70/hr	30 terminable
Visiting Nurse Association of Albany Home Care Corporation	Paraprofessional Care Services - LTHHCP & CHHA	Home Health Aide \$18.55/hr Personal Care Aide \$18.05/hr	30 terminable
North County Home Services, Inc.	Paraprofessional Care Services - LTHHCP & CHHA	Home Health Aide \$22.34/hr Personal Care Aide \$18.48/hr. (Levels 1 and 2)	30 terminable
Glens Falls Hospital	Lifeline Care Services - LTHHCP	Installation Fee \$30 Monthly Service Charge \$32 Extra Button Charge \$75	30 terminable
NYS ARC, Inc.	Respite Services for Handicapped Children	\$50 per weekend \$1.25/hour school holiday \$2.00/hour in-home	30 terminable
Dr. Robert O'Connor d/b/a Glens Falls Animal Hospital	Rabies Clinics	\$60/hour vet fees \$25/hour animal handler fees Specimen Prep & Submission: Bats \$20 Small Animals \$30 Medium Animals \$40 Large Animals \$50 Euthanasia - \$15 (all animals except bats - \$10) Quarantine Period: \$40	30 terminable
Schroon River Animal Hospital, PC	Rabies Clinics	\$60/hour vet fees \$25/hour animal handler fees	30 terminable
Richard P. Leach, MD	Medical Director for TB Clinic	\$4,120 per year \$175/hour for emergencies \$75 per meeting attended	30 terminable
Hudson Headwaters Health Network	X-Ray Services for TB Programs	\$40 per X-Ray Read	30 terminable

RESOLUTION NO. 726 OF 20 04

Page 3, Continued

<u>Contractor/ Agency</u>	<u>Purpose</u>	<u>Estimated Contract Amount/Rates</u>	<u>Term</u>
Glens Falls Hospital Rehabilitation Center	Evaluations and Therapy Services for EI & Early Childhood Preschool Education Programs & Physical, Occupational and Speech Therapy Services for LTHHCP & CHHA	\$55/initial local visit \$60/out-of-area revisit \$45/in-service session \$40/meeting attended	30 terminable
John Rugge, MD	High Tech Consultation Services	\$3,500/year	30 terminable
Community Work and Independence, Inc.	Social Day Care Services	\$16/round trip travel \$49.87/day for patient care \$24.94/half-day of patient care	30 terminable
Warren-Washington Counties Association for Mental Health, Inc.	Nursing Service Consultation	Not to exceed \$50/hour or the current Medicare or Medicaid Allowable rates	30 terminable
Adirondack Radiology Associates, PC	Reading of X-Rays for TB Program	\$40 per X-ray Read	30 terminable
Developmental Pediatrics, PLLC	Supplemental Physical Evaluation Services for EI Program and/or Preschool Children with Special Needs Program	Not to exceed current State-approved rates	30 terminable

Glens Falls Hospital

Big-City Medicine. Hometown Care.



Medical Alert Service

16 Pearl Street, Suite 206

Glens Falls, NY 12801

Ph. (518) 926-2130 • Fax: (518) 926-2135

February 10, 2011

Warren County LTHHCP
ATTN: Mary Lamkins
Warren County Municipal Center
1340 State Route 9
Lake George, NY 12845-9803

Re: Attached Client List

Dear Warren County LTHHCP,

This letter is to inform you that Glens Falls Hospital will be changing the current provider of our personal emergency response equipment and associated monitoring, Philips Lifeline, to a new provider, American Medical Alert Corporation (AMAC).

After careful research and much consideration, Glens Falls Hospital has selected what we believe to be the best provider for your medical alert service. Our new provider, AMAC is a nationwide company, with over 25 years experience in the provision of this valuable service.

As part of this change, we will be supplying your clients with new equipment during the months of March and April. A representative from our office will be calling your clients about one week in advance to schedule the exchange of our current equipment in the home with our new, updated equipment.

There will be no interruption in service as we make this change in equipment. Let me also assure you, there will be no increase in the monthly fee, no additional fees or charges for the updated equipment. It is simply an upgrade of the unit and help button your client is currently using.

In our continuing effort to provide compassionate and exceptional quality healthcare service, Glens Falls Hospital wants to assure you we will remain the same staff and service that you have come to know and trust for over 25 years. Along with the change to upgrade the equipment, we will also have a new name for our program. We will now be known as **Glens Falls Hospital Medical Alert Service.**

It's all part of our big-city medicine, hometown care promise... a Promise we'll never forget.

Please feel free to call me at (518) 926-2130, if you have any questions or concerns.

Sincerely,

Kelly Crotty
Program Manager
Glens Falls Hospital
Medical Alert Service

CC: Clients Listed, Sheila Weaver, Pat Auer
Att. (1)

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS*

***Please List All Other Requests Not Covered by Previous Resolution Request Forms Here. Please attach any backup information available and be as detailed as possible.**

DEPARTMENT NAME: Health Services

DATE: February 24, 2011

- (a) Purpose of Request: To amend Health Services Department Table of Organization to reflect changes
- (b) Details: Backdated effective 1/1/11: Senior Account position will move from Preschool code 4054.110 to Preventive code 4018.110; Principal Clerk position from Preventive code 4018.110 to Preschool code 4054.110; and also amend county budget accordingly. This will allow maximization of state aid.
- (c) Previous Resolution Number: n/a

RESOLUTION REQUEST FORM NO. 4

Request for Extending, Rescinding or Amending Resolution

DEPARTMENT NAME: Health Services

DATE: February 24, 2011

- (a) Purpose of Contract Change: To renew contract with NYSDOH to allow continued receipt of funding for the Lead Poisoning Prevention Program in the amount of \$23,732.00
- (b) Resolution Number, or Numbers if Amended, which Authorized the Original Contract: 347/2010, see attached
- (c) Name of Contractor: NYSDOH Division of Family Health
- (d) Address of Contractor: NYSDOH Division of Family Health Fiscal Unit, Empire State Plaza, Corning Tower, Room 878, Albany, NY 12237-0657
- (e) Contractor's Contact Person and Telephone Number: Donna Hoinski, 474-4569
- (f) Commencement Date of Amendment: October 1, 2010
- (g) Termination Date of Extension: September 30, 2011
- (h) Payment Provisions: Voucher submission
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (i) Where are the Funds for this Contract ? List Budget Code, (with title), Object Code (with title), and Amount **OR** Capital Project **OR** Capital Reserve Project Number and Title and Amount: Family Health Revenue 4018.0020.4457; Exp. 4018.0020 - various codes

Warren County Board of Supervisors

RESOLUTION NO. 347 OF 2010

Resolution introduced by Supervisors Sokol, Thomas, Champagne, Taylor, Pitkin, Loeb and McDevitt

AUTHORIZING GRANT AGREEMENT RENEWAL WITH NEW YORK STATE DEPARTMENT OF HEALTH FOR CHILDHOOD LEAD POISONING PREVENTION PROGRAM - HEALTH SERVICES DEPARTMENT

RESOLVED, that Warren County enter into a grant agreement renewal (the previous renewal having been authorized by Resolution No. 286 of 2009) with New York State Department of Health, Empire State Plaza, Corning Tower, Room 878, Albany, New York 12237, for the receipt of grant funds for the continuation of a Childhood Lead Poisoning Prevention Program within Warren County, for an amount not to exceed ~~Eleven Thousand Eight Hundred Sixty Six Dollars (\$11,866)~~ ^{Twenty three thousand seven hundred thirty two} ~~(\$11,866)~~ ^{23,732}, for a term commencing April 1, ~~2010~~ ^{October 1, 2010} and terminating September 30, ~~2010~~ ²⁰¹¹, and the Chairman of the Board of Supervisors be, and hereby is, authorized to execute the said grant agreement renewal in the form approved by the County Attorney, and be it further

RESOLVED, that the Chairman of the Board of Supervisors be, and hereby is, authorized to execute any and all documents necessary to accept any Cost of Living Adjustment (COLA) payments that the County may receive relating to the above-described grant renewal, in a form approved by the County Attorney.



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

February 18, 2011

Ginelle Jones, Assistant Director of Public Health
Warren County Health Department
1340 State Route 9
Lake George, NY 12845

Re: LPPP 10/1/2010 – 9/30/2011
C-026544

Dear Ms. Jones:

Attached please find an approved Lead Poisoning Prevention Program contract package. Your award for the grant period October 1, 2010-September 30, 2011 will be \$23,732.00. Subsequent project periods will be one year terms ending on September 30, 2015. Continued funding is contingent upon the availability of funds, approval of your workplan and budget, and approval of the Office of the State Comptroller and Attorney General for contract execution. The contract number referenced on your award letter is your new contract number to be used on all documents associated with this grant.

To expedite the contracting process, we will be using the enclosed Summary Budget created from your submitted budget as Appendix B and a Standardized Work plan as Appendix D. This will enable us to expedite the execution of your contract while we may still be negotiating your detailed budget and work plan. These placeholders will be replaced by your detailed budget and workplan when negotiations have been completed. Please note that you will not be able to submit vouchers until an acceptable budget and workplan have been submitted.

Your Lead Poisoning Prevention Program grant is being awarded through a multi-year contract which is enclosed. Once you have obtained the appropriate official signature on your contract, please return two (2) signed, notarized originals for contract execution to my attention by **March 4, 2011** at the following address:

Division of Family Health, Fiscal Unit
Empire State Plaza
Corning Tower, Room 878
Albany, NY 12237-0657

Please feel free to contact me at (518) 474-4569 with any questions or concerns.

Sincerely,

Donna Hoinski
Health Program Administrator I
Fiscal Unit
Division of Family Health

Enclosures

cc:

Kathy Riviello
Cynthia Whitfield-Green
Jane Barnard, Linda Freligh

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

TABLE OF CONTENTS

	<u>Page</u>
1. Executory Clause	3
2. Non-Assignment Clause	3
3. Comptroller's Approval	3
4. Workers' Compensation Benefits	3
5. Non-Discrimination Requirements	3
6. Wage and Hours Provisions	3
7. Non-Collusive Bidding Certification	3
8. International Boycott Prohibition	3
9. Set-Off Rights	4
10. Records	4
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5
19. MacBride Fair Employment Principles	5
20. Omnibus Procurement Act of 1992	5
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	6
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	6

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. **NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

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

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

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

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

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

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

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

Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

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

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

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

its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) **PRIVACY NOTIFICATION.** (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of Accounting Operations, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

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

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

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

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

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

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

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

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

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

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

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

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

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

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.

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

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

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

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

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

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

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

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS.

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

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

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

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

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

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

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

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-026544

CONTRACTOR (Name and Address):

Warren County Health Department
 1340 State Route 9
 Lake George, NY 12845

ORIGINATING AGENCY CODE: 12000

TYPE OF PROGRAM(S)

LEAD POISONING PREVENTION PROGRAM

FEDERAL TAX IDENTIFICATION NUMBER:

520100000 000

MUNICIPALITY NO. (if applicable):

520100000 000

INITIAL CONTRACT PERIOD

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:

\$23,732.00

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 _____	_____

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

CONTRACTOR

Contract No. C-026544

Warren County Health Department

STATE AGENCY

By: _____
(Print Name)

By: Barbara S. Devore
(Print Name)

Title: _____

Title: Deputy Director, Center for Community Health

Date: _____

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 OF NEW YORK)
)
County of _____) SS:

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

(Signature and office of the individual taking acknowledgement)

ATTORNEY GENERAL'S SIGNATURE

STATE COMPTROLLER'S SIGNATURE

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF NEW YORK

AGREEMENT

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

WITNESSETH:

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

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

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

I. Conditions of Agreement

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

To modify the AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s). Any change in the amount of consideration to be paid, change in scope or change in the term, is subject to the approval of the Office of the State Comptroller. Any other modifications shall be processed in accordance with agency guidelines as stated in Appendix A1.

- E. The CONTRACTOR shall perform all services to the satisfaction of the STATE. The CONTRACTOR shall provide services and meet the program objectives summarized in the Program Workplan (Appendix D) in accordance with: provisions of the AGREEMENT; relevant laws, rules and regulations, administrative and fiscal

guidelines; and where applicable, operating certificates for facilities or licenses for an activity or program.

- F. If the CONTRACTOR enters into subcontracts for the performance of work pursuant to this AGREEMENT, the CONTRACTOR shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the STATE under this AGREEMENT. No contractual relationship shall be deemed to exist between the subcontractor and the STATE.
- G. Appendix A (Standard Clauses as required by the Attorney General for all State contracts) takes precedence over all other parts of the AGREEMENT.

II. Payment and Reporting

- A. The CONTRACTOR, to be eligible for payment, shall submit to the STATE's designated payment office (identified in Appendix C) any appropriate documentation as required by the Payment and Reporting Schedule (Appendix C) and by agency fiscal guidelines, in a manner acceptable to the STATE.
- B. The STATE shall make payments and any reconciliations in accordance with the Payment and Reporting Schedule (Appendix C). The STATE shall pay the CONTRACTOR, in consideration of contract services for a given PERIOD, a sum not to exceed the amount noted on the face page hereof or in the respective Appendix designating the payment amount for that given PERIOD. This sum shall not duplicate reimbursement from other sources for CONTRACTOR costs and services provided pursuant to this AGREEMENT.
- C. The CONTRACTOR shall meet the audit requirements specified by the STATE.
- D. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, 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/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

III. Terminations

- A. This AGREEMENT may be terminated at any time upon mutual written consent of the STATE and the CONTRACTOR.
- B. The STATE may terminate the AGREEMENT immediately, upon written notice of termination to the CONTRACTOR, if the CONTRACTOR fails to comply with the terms and conditions of this AGREEMENT and/or with any laws, rules and regulations, policies or procedures affecting this AGREEMENT.
- C. The STATE may also terminate this AGREEMENT for any reason in accordance with provisions set forth in Appendix A-1.
- D. Written notice of termination, where required, shall be sent by personal messenger service or by certified mail, return receipt requested. The termination shall be effective in accordance with the terms of the notice.
- E. Upon receipt of notice of termination, the CONTRACTOR agrees to cancel, prior to the effective date of any prospective termination, as many outstanding obligations as possible, and agrees not to incur any new obligations after receipt of the notice without approval by the STATE.
- F. The STATE shall be responsible for payment on claims pursuant to services provided and costs incurred pursuant to terms of the AGREEMENT. In no event shall the STATE be liable for expenses and obligations arising from the program(s) in this AGREEMENT after the termination date.

IV. Indemnification

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

V. Property

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

VI. Safeguards for Services and Confidentiality

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

APPENDIX A-1
(REV 10/08)

AGENCY SPECIFIC CLAUSES FOR ALL
DEPARTMENT OF HEALTH CONTRACTS

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

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

- 2) The CONTRACTOR acknowledges that as a recipient of federal appropriated funds, it is subject to the limitations on the use of such funds to influence certain Federal contracting and financial transactions, as specified in Public Law 101-121, section 319, and codified in section 1352 of Title 31 of the United States Code. In accordance with P.L. 101-121, section 319, 31 U.S.C. 1352 and implementing regulations, the CONTRACTOR affirmatively acknowledges and represents that it is prohibited and shall refrain from using Federal funds received under this AGREEMENT for the purposes of lobbying; provided, however, that such prohibition does not apply in the case of a payment of reasonable compensation made to an officer or employee of the CONTRACTOR to the extent that the payment is for agency and legislative liaison activities not directly related to the awarding of any Federal contract, the making of any Federal grant or loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. Nor does such prohibition prohibit any reasonable payment to a person in connection with, or any payment of reasonable compensation to an officer or employee of the CONTRACTOR if the payment is for professional or technical services rendered directly in the preparation, submission or negotiation of any bid, proposal, or application for a Federal contract, grant, loan, or cooperative agreement, or an extension, continuation, renewal, amendment, or modification thereof, or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal contract, grant, loan or cooperative agreement.
- 3) This section shall be applicable to this AGREEMENT only if federal funds allotted exceed \$100,000.
- a) The CONTRACTOR certifies, to the best of his or her knowledge and belief, that:
- ◆ No federal appropriated funds have been paid or will be paid, by or on behalf of the CONTRACTOR, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment or modification of any federal contract, grant, loan, or cooperative agreement.
 - ◆ If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONTRACTOR shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- b) The CONTRACTOR shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including

subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

b. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol

treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this AGREEMENT, the CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The CONTRACTOR agrees that it will require that the language of this certification be included in any subawards which contain provisions for children's services and that all subrecipients shall certify accordingly.

c. **CERTIFICATION REGARDING DEBARMENT AND SUSPENSION**

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

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

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

Instructions for Certification

- a) By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
- b) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered and erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c) The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the

prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

- d) The terms *covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e) The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f) The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions.
- g) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded From Federal Procurement and Non-procurement Programs.
- h) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i) Except for transactions authorized under paragraph "e" of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

- a) The prospective lower tier participant certifies, by submission of this

proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department agency.

b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

6. The STATE, its employees, representatives and designees, shall have the right at any time during normal business hours to inspect the sites where services are performed and observe the services being performed by the CONTRACTOR. The CONTRACTOR shall render all assistance and cooperation to the STATE in making such inspections. The surveyors shall have the responsibility for determining contract compliance as well as the quality of service being rendered.
7. The CONTRACTOR will not discriminate in the terms, conditions and privileges of employment, against any employee, or against any applicant for employment because of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status. The CONTRACTOR has an affirmative duty to take prompt, effective, investigative and remedial action where it has actual or constructive notice of discrimination in the terms, conditions or privileges of employment against (including harassment of) any of its employees by any of its other employees, including managerial personnel, based on any of the factors listed above.
8. The CONTRACTOR shall not discriminate on the basis of race, creed, color, sex, national origin, age, disability, sexual orientation or marital status against any person seeking services for which the CONTRACTOR may receive reimbursement or payment under this AGREEMENT.
9. The CONTRACTOR shall comply with all applicable federal, State and local civil rights and human rights laws with reference to equal employment opportunities and the provision of services.
10. The STATE may cancel this AGREEMENT at any time by giving the CONTRACTOR not less than thirty (30) days written notice that on or after a date therein specified, this AGREEMENT shall be deemed terminated and cancelled.
11. Where the STATE does not provide notice to the NOT-FOR-PROFIT CONTRACTOR of its intent to not renew this contract by the date by which such notice is required by Section 179-t(1) of the State Finance Law, then this contract shall be deemed continued until the date that the agency provides the notice required by Section 179-t, and the expenses incurred during such extension shall be reimbursable under the terms of this contract.
12. Other Modifications
 - a. Modifications of this AGREEMENT as specified below may be made within an existing PERIOD by mutual written agreement of both parties:
 - ◆ Appendix B - Budget line interchanges; Any proposed modification to the contract which results in a change of greater than 10 percent to any budget category, must be submitted to OSC for approval;
 - ◆ Appendix C - Section II, Progress and Final Reports;
 - ◆ Appendix D - Program Workplan will require OSC approval.
 - b. To make any other modification of this AGREEMENT within an existing PERIOD, the parties shall revise or complete the appropriate appendix form(s), and a

Modification Agreement (Appendix X is the blank form to be used), which shall be effective only upon approval by the Office of the State Comptroller.

13. Unless the CONTRACTOR is a political sub-division of New York State, the CONTRACTOR shall provide proof, completed by the CONTRACTOR's insurance carrier and/or the Workers' Compensation Board, of coverage for

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

- **CE-200** - Certificate of Attestation For New York Entities With No Employees And Certain Out Of State Entities, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage is Not Required; OR
- **C-105.2** -- Certificate of Workers' Compensation Insurance. PLEASE NOTE: The State Insurance Fund provides its own version of this form, the **U-26.3**; OR
- **SI-12** -- Certificate of Workers' Compensation Self-Insurance, OR **GSI-105.2** -- Certificate of Participation in Workers' Compensation Group Self-Insurance

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

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

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

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.

- 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.

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.

**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	\$50,739.00	\$22,759.00	\$0.00	\$27,980.00	See Table A-1
Total Non Personal Services	\$973.00	\$973.00	\$0.00	\$0.00	See Table A-2
GRAND TOTAL	\$51,712.00	\$23,732.00	\$0.00	\$27,980.00	

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%.

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)								
Administrative Assistant	\$36,923	20.00%	12	7,385.00	2,760.00		4,625.00	In Kind
Public Health nurse	\$51,872	22.00%	12	11,412.00	10,000.00		1,412.00	In Kind
Health Educator	\$39,420	5.00%	12	1,971.00	1,640.00		331.00	In Kind
Assistant Director	\$67,317	10.00%	12	6,732.00	1,000.00		5,732.00	In Kind
Fiscal Manager	\$51,804	10.00%	12	5,180.00	1,000.00		4,180.00	In Kind
Director of Public Health	\$88,801	5.00%	12	4,440.00	250.00		4,190.00	In Kind
Sub-Total Personnel Services				37,120.00	16,650.00	0.00	20,470.00	
Fringe Benefits* 36.69%				13,619.00	6,109.00		7,510.00	
Total Personal Services				\$50,739.00	\$22,759.00	\$0.00	\$27,980.00	

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

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)					
Postage	700.00	700.00			
Pb Testing	23.00	23.00			
Supplies	250.00	250.00			
Total Non Personal Services	\$973.00	\$973.00	\$0.00	\$0.00	\$0.00

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
- ❶ 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
- ❶ if this contract is wholly or partially supported by federal funds, availability of the federal funds:

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

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

C. Any optional advance payment(s) shall be applied by the STATE to future payments due to the CONTRACTOR for services provided during initial or subsequent PERIODS. Should funds for subsequent PERIODS not be appropriated or budgeted by the STATE for the purpose herein specified, the STATE shall, in accordance with Section 41 of the State Finance Law, have no liability under this AGREEMENT to the CONTRACTOR, and this AGREEMENT shall be considered terminated and cancelled.

- D. The CONTRACTOR will be entitled to receive payments for work, projects, and services rendered as detailed and described in the program workplan, Appendix D. All payments shall be in conformance with the rules and regulations of the Office of the State Comptroller. The CONTRACTOR shall provide complete and accurate billing vouchers to the Agency's designated payment office in order to receive payment. Billing vouchers submitted to the Agency must contain all information and supporting documentation required by the Contract, the Agency and the State Comptroller. Payment for vouchers submitted by the CONTRACTOR shall be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at www.osc.state.ny.us/epay/index.htm, 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

which reimbursement is being claimed. In no event shall the amount received by the CONTRACTOR exceed the budget amount approved by the STATE, and, if actual expenditures by the CONTRACTOR are less than such sum, the amount payable by the STATE to the CONTRACTOR shall not exceed the amount of actual expenditures. All contract advances in excess of actual expenditures will be recouped by the STATE prior to the end of the applicable budget period.

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

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

II. Progress and Final Reports

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: Warren County Health Department
Contract Number: C-026544

The standardized work plan includes all program requirements consistent with the state lead elimination plan, Public Health Law and Administrative Rules and Regulations. A detailed work plan must be approved by your DOH Lead Poisoning Prevention Program (LPPP) contract manager. Contractors will be responsible for achieving all approved work plan activities. A detailed budget and budget narrative must also be submitted and approved by LPPP and Division of Family Health Fiscal Unit staff. In order to claim reimbursement of expenditures all work plans and budgets must be approved prior to vouchering.

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.

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

APPENDIX D

10/1/10 – 9/30/11

GENERAL CONTRACTOR INFORMATION

Contractor: Warren County Health Department
Contract Number: C-026544

GOAL 1: Program Administration – Local Health Departments (LHD) will effectively administer a Lead Poisoning Prevention Program (LPPP).

Objectives	Activities
<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: A current organizational chart that reflects position, name and funding source(s) of all personnel, including any vacant positions. The organization chart should indicate formal or informal lines of communication between nursing and environmental staff (include district office staff, if applicable).</p> <p>A current list and description of other agencies and programs that the lead program works with to accomplish lead poisoning prevention activities.</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: Maintain and update the Lead Poisoning Prevention Program nursing and environmental policy and procedure manuals. 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>OBJECTIVE 3: Identify exposure patterns and high-risk populations and communities in your county for strategic planning for lead poisoning prevention.</p>	<p>Minimum Required Activities: Identify the high-risk populations and barriers to testing in your county.</p> <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>

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

Contractor: Warren County Health Department
Contract Number: C-026544

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
<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>Minimum Required Activities: Local health departments shall provide public and professional education and community outreach on lead poisoning prevention. LHD should access the services of the Regional Lead Resource Center for provider education, when applicable.</p>
<p>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>	<p>Minimum Required Activities: Local health departments shall provide public and professional education and community outreach on lead poisoning prevention.</p>

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

APPENDIX D

10/1/10 – 9/30/11

GENERAL CONTRACTOR INFORMATION

Contractor: Warren County Health Department
Contract Number: C-026544

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
<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>	<p>Minimum Required Activities: All records in LeadWeb are pre-screened daily to assure timely and appropriate follow-up for children with elevated blood lead levels. All records in LeadWeb are matched at least weekly. Strategies are identified to reduce or eliminate the major barriers identified to improve screening practices in your county.</p>
<p>OBJECTIVE 7: Provide or arrange for blood lead testing for children in the county who require lead screening per Section 67-1, but cannot obtain a lead test due to lack of insurance coverage.</p>	<p>Minimum Required Activities: 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. 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. Refer parents of all children without insurance to public insurance programs.</p>

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

**Contractor: Warren County Health Department
Contract Number: C-026544**

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.

Objectives	Activities
<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>Minimum Required Activities: Nursing Follow Up of Children with Elevated Blood Lead Levels All records in LeadWeb are pre-screened daily to assure timely and appropriate follow-up for children with elevated blood lead levels.</p> <p>All records in LeadWeb are matched at least weekly.</p> <p>LeadWeb follow-up screens are completed for all children with blood lead levels \geq 10 mcg/dL.</p> <p>Children requiring environmental management services are referred to LHD or DO environmental staff received through LeadWeb.</p> <p>All children with BLLs \geq 10 mcg/dL are tracked to assure follow-up testing and other follow up activities within appropriate timeframes.</p> <p>If the LHD is serving as child’s primary care provider, all follow up services required in Part 67-1 are provided.</p> <p>Environmental Management</p> <p>Partial Service Counties: Partial service counties should communicate and coordinate with district offices to refer cases and assure environmental management is completed.</p> <p>Full Service Counties: Provide environmental management services for all children referred for environmental management in accordance with guidelines.</p>

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

APPENDIX D

10/1/10 – 9/30/11

GENERAL CONTRACTOR INFORMATION

Contractor: Warren County Health Department
Contract Number: C-026544

Goal 5: *Primary Prevention* – *Lead hazards in the community are identified and controlled before children become lead poisoned.*

Objectives	Activities
<p>Objective 9: Plan, develop and implement primary prevention activities that are consistent with identified needs and available resources.</p>	<p>Minimum Required Activities: Identify and partner with other local agencies, organizations and stakeholders to develop a shared local approach for primary prevention. Identify local communities, neighborhoods and buildings with the highest need for primary prevention strategies. Develop strategies, consistent with local resources, to provide primary prevention services to the areas of highest need.</p>

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

Warren County Health Department

Name: Ginelle Jones
Title: Assistant Director of Public Health
Address: Warren County Health Department
1340 State Route 9
Lake George, NY 12845
Telephone Number: (518) 761-6580
Facsimile Number: (518) 761-6422
E-Mail Address: jonesg@co.warren.ny.us

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

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

Agency Code 12000
APPENDIX X

Contract Number: _____

Contractor: _____

Amendment Number X-_____

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

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

- _____ Modifies the contract period at no additional cost
- _____ Modifies the contract period at additional cost
- _____ Modifies the budget or payment terms
- _____ Modifies the work plan or deliverables
- _____ Replaces appendix(es) _____ with the attached appendix(es) _____
- _____ Adds the attached appendix(es) _____
- _____ Other: (describe) _____

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

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

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

\$ _____ From ____/____/____ to ____/____/____.
(Value before amendment) (Initial start date)

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

\$ _____ From ____/____/____ to ____/____/____.

This will result in new contract terms of:

\$ _____ From ____/____/____ to ____/____/____.
(All years thus far combined) (Initial start date) (Amendment end date)

Signature Page for:

Contract Number: _____

Contractor: _____

Amendment Number: X-_____

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

CONTRACTOR SIGNATURE:

By: _____ Date: _____

(signature)

Printed Name: _____

Title: _____

STATE OF NEW YORK)
) SS:
County of _____)

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

(Signature and office of the individual taking acknowledgement)

STATE AGENCY SIGNATURE

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

By: _____ Date: _____

(signature)

Printed Name: _____

Title: _____

ATTORNEY GENERAL'S SIGNATURE

By: _____ Date: _____

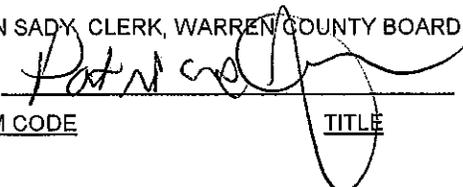
STATE COMPTROLLER'S SIGNATURE

By: _____ Date: _____

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: JOAN SADY, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

SIGNED: 

DATE: 2/25/11

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.4018.110	Preventive Program-Full Time Salary	A.4018.130	Preventive Program-Part Time Salary	\$5,000.00
A.4018.0020.110	Family Health-Full Time Salary	A.4018.0020.130	Family Health-Part Time Salary	\$24,090.30
		A.4054.0060.110	Early Intervention-Full Time	\$7,926.05
		A.4018.130	Preventive Pgm-Part Time	\$3,937.04
A.4054.0060.130	Early Intervention -Part Time Salary	A.4054.0060.110	Early Intervention-Full Time	\$23,804.35
A.4018.0020.830	Family Health -Social Security	A.4054.0060.830	Early Intervention-Social Security	\$491.42
		A.4018.830	Preventive Pgm-Social Security	\$286.25
A.4018.0020.831	Family Health-Medicare	A.4054.0060.831	Early Intervention-Medicare	\$114.92
		A.4018.831	Preventive Pgm-Medicare	\$77.09
A.4054.110	Preschool Pgm-Full Time Salary	A.4018.110	Preventive Pgm-Full Time Salary	\$35,820.10
A.4054.810	Preschool Pgm-Retirement	A.4018.810	Preventive Pgm-Retirement	\$5,163.58
A.4054.830	Preschool Pgm-Social Security	A.4018.830	Preventive Pgm-Social Security	\$2,220.85
A.4054.831	Preschool Pgm-Medicare	A.4018.831	Preventive Pgm-Medicare	\$519.39
A.4054.860	Preschool Pgm-Health Expense	A.4018.860	Preventive Pgm-Health Expense	\$14,352.96
A.4054.865	Preschool Pgm-Dental Expense	A.4018.865	Preventive Pgm-Dental Expense	\$488.00
A.4018.110	Preventive Pgm-Full Time Salary	A.4054.110	Preschool Pgm-Full Time Salary	\$29,538.91
A.4018.810	Preventive Pgm-Retirement	A.4054.810	Preschool Pgm-Retirement	\$4,258.05
A.4018.830	Preventive Pgm-Social Security	A.4054.830	Preschool Pgm-Social Security	\$1,831.41
A.4018.831	Preventive Pgm-Medicare	A.4054.831	Preschool Pgm-Medicare	\$428.31
A.4018.860	Preventive Pgm-Health Expense	A.4054.860	Preschool Pgm-Health Expense	\$14,352.96
A.4018.865	Preventive Pgm-Dental Expense	A.4054.865	Preschool Pgm-Dental Expense	\$488.00
Total Transfers				<u>\$101,547.52</u>

Please state reason for transfers requested:

1. To transfer partial funds from full time to part time salary for Administrative Assistant position that will become PT.
2. To transfer funds from Family Health CHN#13 Full time salary to Early Intervention Pgm and Preventive Pgm. CHN going from FT to PT salary.
3. To transfer funds from EI Coordinator #1 part time salary to EI Full time salary. EI Coordinator going from PT to FT salary.
4. To transfer funds for Social Security & Medicare expenses related to Payroll status changes for CHN#13, EI Coordinator #1 & Administrative Assistant.
5. To transfer Senior Account Clerk from Preschool Program to Preventive Pgm to more accurately reflect job duties eff for 1/1/11 Budget.
6. To transfer Principle Clerk from Preventive Pgm to Preschool Program to more accurately reflect job duties eff 1/1/11 Budget.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Fund			

Please state reason for transfer request:

Total

Please file original request with Clerk of the Board and retain copy for your records