

b. 2025-1359 – HEALTH

**RE: APPROVAL OF A TEMPLATE FOR EARLY INTERVENTION PROGRAM SERVICES BETWEEN ONEIDA COUNTY, THROUGH ITS DEPARTMENT OF HEALTH, AND VARIOUS PROVIDERS AND TRANSFER OF \$70,000.00 TO A 2900 2970.495-293 – OTHER EXPENSE SERVICES (HEALTH)**

Oneida Co. Department: Public Health

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

**ONEIDA COUNTY BOARD  
OF LEGISLATORS**

**Name & Address of Vendor:** Various Providers  
Oneida County

**Title of Activity or Service:** Expand Early Intervention Program Ongoing Service  
Coordination (OSC) Services

**Proposed Dates of Operation:** January 1, 2025 – December 31, 2029

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

**Summary Statements**

**1) Narrative Description of Proposed Services**

Increase the billable rate for Early Intervention Program OSC services (bringing the rate up to \$20, currently \$5.46 per billable unit) so that Providers will hire more OSC service coordinators.

**2) Program/Service Objectives and Outcomes:** To alleviate the bottleneck in the provision of Early Intervention Program services and decrease the waitlist for these services.

**3) Program Design and Staffing:** NA

**Total Funding Requested:** \$421,600.00

**Expense Accounts:** A2900 2960.495-293

**Revenue Account** n/a

**Oneida County Dept. Funding Recommendation:** \$421,600.00

**Proposed Funding Sources:** 100% County

**Cost Per Client Served:** varies

**Past Performance Data:** NA

**O.C. Department Staff Comments:**

**Mandatory Services:** yes



# ONEIDA COUNTY HEALTH DEPARTMENT

ANTHONY J. PICENTE, JR  
ONEIDA COUNTY EXECUTIVE

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



"PROMOTING & PROTECTING THE HEALTH OF ONEIDA COUNTY"

OCGOV.NET/HEALTH

March 18, 2025

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

Dear County Executive:

The health department desires to supplement the Early Intervention Ongoing Service Coordination rate in order to help alleviate the backlog in Early Intervention Services.

I therefore request your Board's approval for the following 2025 fund transfers:

TO:

A2900 2970.495-293 Public Health/Early Intervention/Other Expenses.....\$70,000.00

FROM:

A2900 2960.495-291 Public Health/EHCP /Other Expenses Transportation.....\$70,000.00

Respectfully Submitted,

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

CC: County Attorney  
Comptroller  
Budget Director

**ADMINISTRATION**

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

**SPECIAL CHILDREN SERVICES**

ADIRONDACK BANK BLDG., 5<sup>TH</sup> FL.,  
185 GENESEE ST. UTICA, NY 13501  
TEL: (315)798-5249 • FAX: (315) 731-3491

**ENVIRONMENTAL HEALTH**

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

**CLINICAL SERVICES**

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

**Agreement**

**THIS AGREEMENT** by and between ONEIDA COUNTY, a municipal corporation organized and existing under the laws of the State of New York, with its offices located at 800 Park Avenue, Utica, New York, by and through its HEALTH DEPARTMENT, located at 185 Genesee Street, Utica, New York, collectively hereinafter referred to as the "County," and [PROVIDER] a [CORPORATION TYPE] organized and existing under the laws of the State of New York, having its principal office located at [address], hereinafter referred to as the "Provider."

**WITNESSETH**

**WHEREAS**, section 2550 of Article 25, Title II-a of New York State Public Health Law (hereinafter "PHL") provides the New York State Department of Health (hereinafter "NYS DOH") is required to administer an Early Intervention (hereinafter "EI") Program for infants and toddlers with disabilities and their families, and section 2552 of the same article and title of PHL requires the County to ensure early intervention services contained in an Individualized Family Service Plan (hereinafter "IFSP") are provided to eligible children and their families who reside in the County; and

**WHEREAS**, the Provider contracts with NYS DOH Bureau of EI to provide EI program services to eligible children and their families, but it is the duty of the County to ensure the EI services contained in the IFSP are provided; and

**WHEREAS**, there is and has been a significant backlog of EI services in the County and the County has determined a major cause of the significant waitlist for children needing EI services in the County is insufficient ongoing service coordination; and

**WHEREAS**, the County has met with the Provider and determined that the NYS DOH approved reimbursement rate for the ongoing service coordination is an impediment to hiring and maintaining individuals who are qualified to perform ongoing service coordination; and

**WHEREAS**, the County wishes to assist in the enhancement of the provision of ongoing service coordination in the County in order to be able to ensure EI services contained in IFSPs are provided to eligible children in the County; and

**NOW, THEREFORE**, it is mutually agreed between the Provider and the County as follows:

- 1. TERM:**
  - a. This Agreement shall be effective from January 1, 2025 through December 31, 2029, unless earlier terminated as provided hereafter.
  
- 2. SCOPE OF SERVICES:**
  - a. The Provider which provides EI ongoing service coordination services pursuant to the Agreement it has with NYS DOH Bureau of EI, will increase the provision of EI ongoing service coordination services in the County. The Provider will abide

by all applicable federal and New York State laws and regulations. The Provider will present a quarterly report highlighting its efforts to expand its EI ongoing service coordination services and shall include documentation and information deemed necessary by the County to allow the County to determine if the goal of this Agreement is being met. The report will be due fifteen days after the end of each quarter (e.g., first quarter ends June 30, 2025, report will be due July 15, 2025).

**3. PAYMENT:**

- a. For the ongoing service coordination services provided, the County shall pay the Provider an amount per billable unit equal to an amount which, when added to the New York State reimbursable rate (currently \$14.14 per billable unit) would bring the total payment for billable unit to \$20.00 (currently \$5.86 per billable unit). Payment to the Provider shall be made by the County upon receipt of a voucher from the Provider and confirmation from the County that the information matches the information provided for the New York State EI Hub.
- b. Any adjustment to the New York State reimbursement rate shall result in an automatic adjustment to the rate of reimbursement from the County to the Provider.

**4. CONFIDENTIALITY:**

- a. All information contained in the County's and the Provider's files shall be held confidential pursuant to the applicable provision of the New York State Public Health Law and State Department Regulations, as well as any other applicable federal, state and local laws, rules and regulations, and shall not be disclosed except as authorized by law. The Provider shall maintain the confidentiality of all financial and/or patient information with regard to services provided under this Agreement in conformity with the provisions of applicable federal, state, and local laws and regulations. Any breach of confidentiality by the Provider, its agents or representatives shall be cause for immediate termination of this Agreement.
- b. The Provider shall hold in strict confidence all patient records and disclose information and data in such records only to persons or entities as authorized or required by law or pursuant to a court order, or by written consent of the patient or the patient's representative, it being acknowledged and agreed that the Agency shall have sole responsibility for responding to patient requests for access to medical records.

**6. INDEMNIFICATION:**

- a. The Provider agrees that it shall defend, indemnify and hold harmless the County from and against all liability, damages, expenses, costs, causes of action, suits, claims or judgments arising, occurring or resulting from property damage, personal injuries or death to persons arising, occurring or resulting from or out of the work of the Provider and its agents, servants or employees, and from any loss or damage arising, occurring or resulting from the acts or failure to act or any default or negligence by the Provider or failure on the part of the Provider to comply with any of the covenants, terms or conditions of this Agreement.

- b. The Provider agrees to make no claim for damages for delay occasioned by an act or omission of the County or the Agency.

**7. INDEPENDENT CONTRACTOR STATUS:**

- a. It is expressly agreed that the relationship of the Provider to the County shall be that of an Independent Contractor. The Provider shall not be considered an employee of the County for any purpose including, but not limited to, claims for unemployment insurance, workers' compensation, retirement, or health insurance benefits. The Provider, in accordance with its status as an Independent Contractor, covenants and agrees that it will conduct itself in accordance with such status, that it will neither hold itself out as, nor claim to be, an officer or employee of the County or the Agency by reason thereof and that it will not by reason thereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County or the Agency.
- b. The Provider warrants and represents that it is in the business of offering the same or similar services detailed herein and does offer the same or similar services to other entities and/or the general public as a regular course of business. The Provider and the County agree that the Provider is free to undertake other work arrangements during the term of this Agreement, and may continue to make its services available to the public.
- c. The Provider shall not be eligible for compensation from the County due to
  - 1. illness;
  - 2. absence due to normal vacation; or
  - 3. absence due to attendance at school or special training or a professional convention or meeting.
- d. The Provider acknowledges and agrees that it shall not be eligible for any County employee benefits, including retirement membership credits.
- e. The Provider shall be paid pursuant to IRS Form 1099, and shall be solely responsible for applicable taxes for all compensation paid to it under this Agreement, and for compliance with all applicable labor and employment requirements with respect to Provider's form of business organization. Neither the County nor the Agency shall be responsible for withholding from the payments provided for services rendered for state or federal income tax, unemployment insurance, workers' compensation, disability insurance or social security insurance (FICA). The Provider shall provide proof of workers' compensation insurance, where applicable, prior to execution of this Agreement.
- f. The Provider shall indemnify and hold the County and the Agency harmless from all loss or liability incurred by the County as a result of the County not making such payments or withholdings.
- g. If the Internal Revenue Service, Department of Labor, or any other governmental agency questions or challenges the Provider's Independent Contractor status, it is agreed that both the County and the Provider shall have the right to participate in any conference, discussion, or negotiations with the governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

h. The Provider agrees to comply with federal and state laws as supplemented in the Department of Labor regulations and any other regulations of the federal and state entities relating to such employment and Civil Rights requirements.

**8. SUBCONTRACT:**

a. The Provider shall not assign its rights or obligations under this Agreement, or subcontract with or employ another to provide the services described in this Agreement.

**9. TERMINATION:**

a. This Agreement may be terminated by either party by that party providing the other party at least thirty (30) calendar days' prior written notice of termination. However, in the event the Provider defaults in the performance of any of its obligations under its Agreement with NYS DOH, the County may terminate the Agreement effective upon written notice served at any time upon the Provider.

b. Upon notice of termination, the Provider shall immediately submit to the County all required documentation for services rendered up to the date of termination before a final reimbursement for services rendered can occur.

**10. ENTIRE AGREEMENT:**

a. The terms of this Agreement, including any attachments, amendments, addendums or appendixes attached hereto, including the Standard Oneida County Conditions Addendum, constitute the entire understanding and agreement of the parties and cancel and supersede all prior negotiations, representations, understandings or agreements, whether written or oral, with respect to the subject matter of this Agreement. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

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

ONEIDA COUNTY

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

DATE: \_\_\_\_\_

PROVIDER

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

APPROVED

BY: \_\_\_\_\_  
Ellen S. Rayhill, Asst. County Attorney

## **ONEIDA COUNTY BOARD OF LEGISLATORS**

*RESOLUTION NO.*

*INTRODUCED BY: Messrs.*

*2ND BY: Mr.*

**RE: APPROVAL OF A TEMPLATE FOR EARLY INTERVENTION PROGRAM SERVICES BETWEEN ONEIDA COUNTY, THROUGH ITS DEPARTMENT OF HEALTH, AND VARIOUS PROVIDERS AND TRANSFER OF \$70,000.00 TO A 2900 2970.495-293 – OTHER EXPENSE SERVICES (HEALTH)**

**WHEREAS,** This Board is in receipt of correspondence from Daniel W. Gilmore, PhD, MPH, Director of Health, requesting approval of a Template to be used for Agreements between Oneida County, through its Department of Health, and various providers for the administration of an Early Intervention Program for infants and toddlers with disabilities and their families in accordance with section 2552 of Article 25, Title II-a of the New York State Public Health Law, and

**WHEREAS,** The Template will be used to enter into Agreements with various providers for terms commencing January 1, 2025 and ending December 31, 2029, and for reimbursements rates approved by New York State, and

**WHEREAS,** There is a need for additional funds in A 2900 2970.495-293 – Other Expense Services (Health), and

**WHEREAS,** In accordance with Oneida County Charter Section 2202, said Template must be approved by the Oneida County Board of Legislators, and

**WHEREAS,** In accordance with Section 610 of the Administrative Code, the County Executive has requested approval by this Board to transfer funds sufficient to cover the present shortage, now, therefore, be it hereby

**RESOLVED,** That the Oneida County Board of Legislators hereby approves a Template to be used for Agreements between Oneida County, through its Department of Health, and various providers for early intervention program services, and it is further

**RESOLVED,** That the Oneida County Board of Legislators hereby approves of and authorizes Oneida County Executive, Anthony J. Picente, Jr., to execute Agreements between Oneida County, through its Department of Health, and various providers using the approved Template, for terms commencing January 1, 2025 and ending December 31, 2029, including any non-material amendments, and it is further

**RESOLVED,** That transfers from 2025 funds, as hereinafter set forth, be and the same is hereby approved:

FROM:

A 2900 2960.495-291	Other Expense Transportation (Health)	\$70,000.00
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TO:

A 2900 2970.495-293

Other Expense Services (Health)

\$70,000.00

APPROVED:

DATED:

Adopted by the following vote:

AYES    NAYS    ABSENT

A 2900 2970.495-293

Other Expense Services (Health)

G/L Account Inquiry - A 2900 2970.495-293 - Other Expense Services							
Fiscal Year <b>2025</b> G/L Account A 2900 2970.495-293 - Other Expense Services		<b>Summary</b>   Budget Analysis   Five Year Trend   Budget History   Detail		Annual Totals <b>YTD</b>   Reclass Journal Type   Prior Year <b>Include</b>			
Classification <b>Contractual Expenses</b>			Fiscal Year <b>2025</b>				
Amended Budget		Encumbrances	Expenses	YTD Balance	Percent Used		
\$959,218.00		\$0.00	\$185,215.82	\$774,002.18	19%		
Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance	Percent Used	
January	\$959,218.00	\$0.00	\$0.00	\$63,576.47	\$895,641.53	7%	
February	\$0.00	\$0.00	\$0.00	\$85,379.34	\$810,262.19	16%	
March	\$0.00	\$0.00	\$0.00	\$36,260.01	\$774,002.18	19%	
April	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
May	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
June	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
July	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
August	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
September	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
October	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
November	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
December	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
<b>Total</b>	<b>\$959,218.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$185,215.82</b>	<b>\$774,002.18</b>	<b>19%</b>	
Unposted Transactions	\$0.00	\$0.00	\$0.00	\$0.00	\$774,002.18	19%	
<b>Grand Total</b>	<b>\$959,218.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$185,215.82</b>	<b>\$774,002.18</b>	<b>19%</b>	

A 2900 2960.495-291

Other Expense Transportation (Health)

G/L Account Inquiry - A 2900 2960.495-291 - Other Expense Transportation							
Fiscal Year <b>2025</b> G/L Account A 2900 2960.495-291 - Other Expense Transportation		<b>Summary</b>   Budget Analysis   Five Year Trend   Budget History   Detail		Annual Totals <b>YTD</b>   Reclass Journal Type   Prior Year <b>Include</b>			
Classification <b>Contractual Expenses</b>			Fiscal Year <b>2025</b>				
Amended Budget		Encumbrances	Expenses	YTD Balance	Percent Used		
\$4,013,264.00		\$0.00	\$281,498.39	\$3,731,765.61	7%		
Month	Budget	Amendments	Encumbrances	Expenses	Current YTD Balance	Percent Used	
January	\$4,013,264.00	\$0.00	\$0.00	\$655.09	\$4,012,608.91	0%	
February	\$0.00	\$0.00	\$0.00	\$280,256.46	\$3,732,352.45	7%	
March	\$0.00	\$0.00	\$0.00	\$586.84	\$3,731,765.61	7%	
April	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
May	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
June	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
July	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
August	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
September	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
October	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
November	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
December	\$0.00	\$0.00	\$0.00	\$0.00	\$3,731,765.61	7%	
<b>Total</b>	<b>\$4,013,264.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$281,498.39</b>	<b>\$3,731,765.61</b>	<b>7%</b>	
Unposted Transactions	\$0.00	\$0.00	\$0.00	\$380.43	\$3,731,385.18	7%	
<b>Grand Total</b>	<b>\$4,013,264.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$281,878.82</b>	<b>\$3,731,385.18</b>	<b>7%</b>	