

Health Committee



AGENDA - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, April 2, 2024 at 11:00 a.m.

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego

COMMITTEE MEMBERS:

James Karasek, Chair	Legislator, 22 nd District
Michael Solowy, Vice Chair	Legislator, 23 rd District
Frank Castiglia	Legislator, 25 th District
Kevin Hill	Legislator, 15 th District
Marc Greco	Legislator, 24 th District
Richard Kline	Legislator, 12 th District
James Scanlon	Legislator, 16 th District

CALL TO ORDER:

- Pledge of Allegiance

APPROVAL OF MINUTES:

- Approval of the Minutes for the Health Committee's regular meeting on March 5, 2024.

RESOLUTIONS:

- HE-1** Resolution Authorizing Oswego County to Enter into the Proposed Central New York Epidemiological Alliance Intermunicipal Agreement
- HE-2** Resolution Authorizing Budgetary Modification Due to Increased Legal Fees Associated with Illegal Vapor Products Hearings

COMMITTEE REVIEW & DECISIONS:

- Professional Advisory Committee December 14, 2023 Minutes

REPORTING DEPARTMENTS:

- Health Department Updates

ADJOURNMENT:

Health Committee



DRAFT

MINUTES - REGULAR MEETING

OSWEGO COUNTY, NEW YORK

Date/ Time: Tuesday, March 5, 2024 at 11:00 a.m.

Location: Conference Room E - Legislative Office Building 46 East Bridge Street Oswego, New York 13126

COMMITTEE MEMBERS:

James Karasek, Chair	Legislator, 22 nd District	Present
Michael Solowy, Vice Chair	Legislator, 23 rd District	Present
Frank Castiglia	Legislator, 25 th District	Present
Marc Greco	Legislator, 24 th District	Present
Kevin Hill	Legislator, 15 th District	Present
Richard Kline	Legislator, 12 th District	Present
James Scanlon	Legislator, 16 th District	Present

STAFF AND GUESTS:

Veronica Turner	Kelly Jordal	Vera Dunsmoor	Jennifer Waltz	Phil Church
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CALL TO ORDER:

A Regular Meeting of the Health Committee was called to order at 11:00 a.m. by Committee Chairman James Karasek with Deputy Clerk of the Legislature present. The meeting commenced with the Pledge of Allegiance

APPROVAL OF MINUTES:

Motion to approve meeting minutes from February 6, 2024: Legislator Kline

Second: Legislator Solowy

Vote: Unanimous, motion carried

The minutes for the Health Committee's Regular Meeting on February 6, 2024, are approved.

RESOLUTIONS:

HE-1 Resolution Adding New York State Healthcare Worker Bonus Funds to the Oswego County Health Department Preventative Health Budget

Motion to amend to replacement resolution handed out: Legislator Greco

Second: Legislator Hill

Vote: Unanimous, motion carried

Motion to approve as amended: Legislator Greco

Second: Legislator Hill

Vote: 1 abstained Legislator Kline, Unanimous, motion carried

Meeting Minutes

Page 1 of 2

COMMITTEE REVIEW & DECISIONS:

- None

REPORTING DEPARTMENTS:

- Vera Dunsmoor provided a Health Department update (See handout).

ADJOURNMENT:

*Note Legislator Greco left the meeting at 11:30 a.m.

Motion to adjourn at 11:57 p.m. Legislator Kline

Second: Legislator Castiglia

Vote: Unanimous, motion carried

DRAFT

Raven Ahart
Deputy Clerk of the Legislature

RESOLUTION NO.

April 11, 2024

**RESOLUTION AUTHORIZING OSWEGO COUNTY TO ENTER INTO THE
PROPOSED CENTRAL NEW YORK EPIDEMIOLOGICAL ALLIANCE
INTERMUNICIPAL AGREEMENT**

By Legislator James Karasek:

WHEREAS, Oswego County is currently a member of the Central New York Epidemiological Alliance with seven other upstate counties and the Alliance members wish to memorialize the provision of mutual aid between the counties; and

WHEREAS, although each county health department has primary responsibility in its county for public health emergency planning and response, some emergencies may exceed the capabilities of an individual county health department; and

WHEREAS, the goal of the Alliance is to ensure the participant counties meet the needs of their county in public health emergencies via mutual aid; and

WHEREAS, the mutual aid agreement allows counties in the alliance to request mutual aid services from, or provide mutual aid services to, other Alliance counties; and

WHEREAS, when Alliance counties provide aid to one another, the sending county shall pay directly to its employees all required salaries, travel and other expenses while the employees are providing services in the receiving county and the receiving county shall reimburse the sending county for any amounts it pays for required salaries, travel and maintenance expenses; and

NOW, upon recommendation of the Health Committee of this body, be it

RESOLVED, that Chairman of Oswego County Legislature be and is hereby authorized to enter into the proposed Central New York Epidemiological Alliance Intermunicipal Agreement.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

OSWEGO COUNTY

VERA DUNSMOOR, DIRECTOR OF PUBLIC HEALTH
PHONE 315.349.3545



HEALTH DEPARTMENT

70 BUNNER STREET, OSWEGO, NEW YORK 13126-3357
FAX 315.349.3435

INFORMATIONAL MEMO

SUBJECT: Proposed Central New York Epidemiological Alliance Intermunicipal Agreement

PURPOSE: To recommend that the Health Committee and the Oswego County Legislature authorize Oswego County to enter into the proposed intermunicipal agreement with seven other upstate counties in order to ensure adequate public health services in the event of a public health emergency.

SUMMARY: The Oswego County Health Department is currently a member of the Central New York Epidemiological Alliance with the seven counties included in the proposed agreement. In the event of a public health emergency, should a county find its needs exceed its abilities to provide public health services, this agreement allows counties in the Alliance to request mutual aid services from, or provide mutual aid services to, other Alliance counties. Public health mutual aid services may include, but are not limited to, administering points of dispensing clinics, performing patient triage, dispensing or administering medication, performing health services in population shelters, receiving reports of communicable diseases, interviewing contacts of cases of communicable disease, performing health education, supervising patients in isolation or quarantine, assessing environmental problems, collecting environmental samples and directing environmental remediation activities. Rendering of assistance is not mandatory, but under the terms of the agreement, counties shall furnish the requested assistance unless the sending county is actively engaged in responding to a public health emergency in its own jurisdiction and has no equipment or personnel available or the sending county determines that the needs of the receiving county are beyond the capacity of the sending county.

FISCAL IMPACT: If Oswego County receives mutual aid from a participating county or counties, the County shall reimburse the sending county or counties providing the aid for salaries or other compensation paid, along with travel and maintenance expenses. Should Oswego County provide mutual aid, the County shall pay directly to its employees all required salaries, travel and other expenses while the employees are providing services in the receiving county and the receiving county shall reimburse the County any amounts it pays for required salaries, travel and maintenance expenses.

RECOMMENDED ACTION: The Health Committee and Oswego County Legislature authorize the Chairman to enter into the proposed mutual aid agreement.

INTERMUNICIPAL AGREEMENT

BETWEEN

**COUNTIES OF CAYUGA, CORTLAND, JEFFERSON, LEWIS,
MADISON, ONONDAGA, OSWEGO, AND TOMPKINS**

FOR THE PERIOD OF

January 1, 2025 THROUGH December 31, 2029

AGREEMENT

THIS AGREEMENT, which shall be deemed to be dated as of the date the last party executed this Agreement, by and between the COUNTIES of CAYUGA, CORTLAND, JEFFERSON, LEWIS, MADISON, ONONDAGA, OSWEGO, AND TOMPKINS.

WHEREAS, the COUNTIES of CAYUGA, CORTLAND, JEFFERSON, LEWIS, MADISON, ONONDAGA, OSWEGO, AND TOMPKINS are referred to as the “Central New York (CNY) Public Health Alliance;”

WHEREAS, the County Health Departments of the CNY Public Health Alliance all have responsibilities for public health emergency planning and response;

WHEREAS, some public health problems may require public health services that exceed the capacities of the individual County Health Departments;

WHEREAS, the County Health Departments of the CNY Public Health Alliance are desirous of establishing an intermunicipal agreement to provide mutual aid to each other during a public health emergency;

WHEREAS, the Cayuga County Legislature, by Resolution Number ____ adopted on ____, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Cortland County Legislature, by Resolution Number ____ adopted on ____, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Jefferson County Board of Legislators, by Resolution Number ____ adopted on ____, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Lewis County Board of Legislators, by Resolution Number ____ adopted on ____, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Madison County Board of Supervisors, by Resolution Number ____ adopted on ____, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Onondaga County Legislature, by Resolution Number ____ adopted on ____, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Oswego County Legislature, by Resolution Number ____ adopted on ____, 2024, authorized the execution of an Intermunicipal Agreement for such services;

WHEREAS, the Tompkins County Legislature, by Resolution Number ____ adopted on ____, 2024, authorized the execution of an Intermunicipal Agreement for such services;

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. SCOPE OF SERVICES

A. In the event of a public health problem, a county may determine that its county health department is unable to provide all of the public health services needed in its county to respond to the problem. In such an event, the Commissioner/Public Health Director, with the approval of the chief elected official and/or county legislature and/or board of supervisors in that county, may make a request for public health mutual aid to the Commissioner/Public Health Director of one or more of the CNY Public Health Alliance counties. The request, detailing the type and time period for the aid, will be made in writing. If the Commissioner/Public Health Director who is being requested to provide assistance feels that the assistance can be provided, the Commissioner/Public Health Director will seek the approval of the chief elected official and/or county legislature and/or board of supervisors of their county. The chief elected official and/or county legislature and/or board of supervisors from the county receiving the request may decide to respond favorably to the request and may authorize the county health department from the sending county to provide public health mutual aid.

B. The county requesting the mutual aid will be referred to as the “receiving county”. The county considering the request or responding to the request will be referred to as the “sending county”.

C. It is expressly understood and agreed by the Parties that the rendering of assistance under the terms of this Agreement shall not be mandatory, but that the sending county may in its discretion refuse to furnish any equipment or personnel consistent with its primary responsibility of providing emergency services within its own jurisdiction. It is the understanding of the Parties that the sending county shall furnish the requested assistance unless the sending county is actively engaged in responding to a public health emergency in its own jurisdiction, and has no equipment or personnel available or the sending county determines that the needs of the receiving county are beyond the capacity of the sending county. When responding to a request the sending county shall do so in a timely and reasonable fashion. In situations where the sending county is unable to furnish the requested assistance, it will notify the receiving county as soon as practicable that assistance will not be rendered.

D. A person or entity that holds a license, certificate, or other permit issued by a sending county evidencing qualification in a professional, mechanical, or other skill shall be deemed to be licensed, certified, or permitted in the jurisdiction of the receiving county for the duration of the emergency public health mutual aid subject to any limitations and conditions the receiving county may prescribe.

E. The staff from the sending county may travel to the receiving county and perform public health services. The staff in the sending county may provide public health services in the receiving county as long as the public health mutual aid is authorized by the chief elected official and/or county legislature and/or board of supervisors of the sending county, and sought by the receiving county. The sending county shall at all times have the right to

withdraw any and all aid provided, however, the sending county shall notify the receiving county of the withdrawal of such aid and the extent of such withdrawal.

F. Public health mutual aid services may include but are not limited to the following: administering points of dispensing clinics, performing patient triage, dispensing or administering medications, performing health services in population shelters, receiving reports of communicable diseases, interviewing contacts of cases of communicable disease, performing health education, supervising patients in isolation or quarantine, assessing environmental problems, collecting environmental samples, or directing environmental remediation activities.

G. The receiving county will identify a staff person who will act as liaison to the sending county and will communicate the requests for specific tasks to be performed as part of the public health mutual aid. The sending county will identify a staff person that will act as liaison to the receiving county and will be responsible for coordination of the staff from the sending county.

H. The staff from the sending county will perform public health mutual aid duties in a professional manner and in accordance with the incident command structure established in the receiving county.

I. While engaged in duty and rendering service in any county, the sending county staff shall have the same powers, duties, rights, benefits, privileges and immunities as if they were performing their duties in the county by which they are normally employed, and, for the purpose of the Workers Compensation law, shall be deemed to be engaged in the course of their employment from the time they report for such duty until they return to the county by which they are normally employed.

J. Reporting and Performance Measurement: The sending county will keep a written record of all expenses associated with the performance of the mutual aid. The record will identify the time spent by the staff from the sending county and supplies, equipment, mileage, etc. utilized by the staff of the sending county in the performance of the mutual aid.

K. Treatment of Non-Resident Patients: Since it benefits the health of the entire population of the counties within the CNY Public Health Alliance, participating counties agree to provide and track medical countermeasures (supplies, medications, vaccines) to residents from outside of their county if obtaining the treatment for such residents within their own county presents a barrier to their obtaining treatment.

L. Sharing of public health related data: Public health related data, both individually identified and population-related, may be shared between Parties for the purpose, and no additional purpose, of preventing, detecting, or responding to a public health event, thus assuring prompt and effective identification of infectious disease and other agents that could affect public health, and to prevent further spread of disease. All parties shall abide by and comply with all rules, regulations, law, or other standards relative to HIPPA.

M. Nothing in this Agreement precludes any Party from entering into supplementary agreements with another Party or affects any other agreements already in force among Parties.

II. TERM OF INTERMUNICIPAL AGREEMENT

A. The term of this Agreement shall be for the period of January 1, 2025 through December 31, 2029.

B. This Agreement shall remain in effect for the period specified above, unless it is terminated by any party hereto, at any time upon sixty (60) days prior written notice sent by registered or certified mail to all of the other

participating County Public Health Directors/Commissioners and the State Commissioner of Health. This notice shall be sent to the respective parties at the addresses set forth below or at such other address as specified in writing by either party. Upon termination of this Agreement, a county shall have no further responsibility to another county or to any other person with respect to those services specified in this Agreement.

CAYUGA COUNTY:

Public Health Director, Cayuga County Health Department, 8 Dill Street, Auburn, NY 13021

CORTLAND COUNTY:

Public Health Director, Cortland County Health Department, 60 Central Avenue, Cortland, NY 13045

JEFFERSON COUNTY:

Public Health Director, Jefferson County Public Health Service, 531 Meade Street, Watertown, NY 13601

LEWIS COUNTY: Public Health Director, Lewis County Public Health, 7785 North State Street, Suite 2, Lowville, NY 13367

MADISON COUNTY:

Director of Public Health, Madison County Department of Health, 138 North Court Street, Building #5, P.O. Box 605, Wampsville, NY 13163

ONONDAGA COUNTY:

Commissioner of Health, Onondaga County Health Department, 421 Montgomery Street, Syracuse, NY 13202

OSWEGO COUNTY:

Public Health Director, Oswego County Health Department, 70 Bunner Street, Oswego, NY 13126

TOMPKINS COUNTY:

Public Health Director, Tompkins County Health Department, 55 Brown Road, Ithaca, NY 14850

III. PAYMENT FOR SERVICES

A. The sending county shall pay the salaries or other compensation to its own employees during the time they are assisting the receiving county. The sending county will also pay to its employees the actual traveling and maintenance expenses while they are rendering such aid and assistance. The receiving county shall reimburse the sending county for any moneys paid for such salaries or other compensation and traveling and maintenance expense. A sending county may assume any such loss, damage, expense or cost, or provide such services to the receiving county without charge or cost.

B. The sending county will submit properly completed and executed claim vouchers setting forth in detail the services provided by the staff of the sending county at the end of the period of the mutual aid. The voucher will be accompanied by a report that will contain the items outlined in Section I.J. Failure to abide by these requirements could result in delay of payment to the sending county or could result in non-payment.

C. Each submitted voucher will be approved by the Public Health Director/Commissioner of the receiving county or his duly designated representative and audited by the Controller, Treasurer, or Auditor of the receiving county. Costs to be reimbursed do not include Workers' Compensation, which shall remain the responsibility of the

sending county.

D. The receiving county may audit records relating to expenses for services provided by the sending county pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

E. The sending county shall prepare and make available such statistical and financial service and other records pursuant to regulations promulgated by New York State Department of Health, New York State Education Department, the New York State Office of Emergency Management, or the Federal Emergency Management Office or requested by the receiving county. These records shall be subject at all reasonable times to inspection, review, or audit by the receiving county, the State of New York, and other personnel duly authorized by the receiving county. These records shall be maintained for the period set forth in the State regulations.

IV. AMENDMENTS

This Agreement may be modified or amended only in writing duly executed by all parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

V. INSURANCE AND INDEMNIFICATION

A. Each county will at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation insurance, and disability insurance, if required by law; professional and general liability insurance (including contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$2,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State. Each county shall name the others as additional insureds with respect to this Agreement.

B. In lieu of the insurance, a county described in paragraph A herein may provide proof of equivalent self-insurance adequate to cover the limits described above.

C. Notwithstanding any inconsistent provision of law, general, special, or local, any county receiving public health mutual aid shall be liable and responsible to the sending county for any loss or damage to apparatus, equipment, or supplies and shall bear and pay the expense incurred in the operation and maintenance of any apparatus or equipment and the cost of materials and supplies used or consumed in rendering such aid. With the exception of self-insured counties, each county shall name the others as additional insureds for such property insurance coverage.

D. The sending county whose officers or employees are engaged in rendering such outside aid and assistance pursuant to the receiving county's request shall not be liable or accountable in any way or on account of any act or omission on the part of any officer or employee while so engaged or for or on account of the operation, maintenance or use of any apparatus, equipment, materials, or supplies in connection therewith where such officers or employees are under the direction of the receiving county. The sending county's officers and employees rendering aid in the receiving county pursuant to this intermunicipal agreement shall be considered agents of the receiving county for tort liability and immunity purposes.

E. Except as described in Section D, above, the sending county agrees to defend, indemnify, and save harmless the receiving county, its officers, agents, servants, and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the receiving county which may arise, be sustained, or occasioned directly or indirectly by any person, firm, or corporation arising out of or resulting from the performance of the services by the sending county, arising from any negligent act or omission of the sending county, its agents and employees, or arising from any breach or default by the sending county under this Agreement.

F. The receiving county agrees to defend, indemnify, and save harmless the sending county, its officers, agents, servants, and employees from and against any and all liability, damages, costs or expenses, causes of action, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the sending county which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the receiving county, arising from any negligent act or omission of the receiving county, its agents and employees, or arising from any breach or default by the receiving county under this Agreement.

VI. INDEPENDENT CONTRACTOR

A. For the purpose of this Agreement, the sending county is and shall in all respects be considered an independent contractor. The sending county its individual members, directors, officers, employees, and agents are not and shall not hold themselves out nor claim to be an officer or employee of the receiving county nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security, or retirement plan membership or credit.

B. The sending county shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the sending county's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment, and other insurance or other statutory withholding requirements, and all obligations imposed on the employer of personnel. The receiving county shall have no responsibility for any of the incidences of employment. The provisions of this section do not supersede the receiving county's obligations under section V.

VII. RIGHT TO INSPECT

Designated representatives of the receiving county and the State Department of Health shall have the right to monitor the provision of services under this Agreement which includes having access at reasonable times and places to the sending county's employees, reports, books, records, audits, and any other material relating to the delivery of such services. The sending county agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

VIII. NON-DISCRIMINATION

All CNY Public Health Alliance counties agree that in carrying out its activities under the terms of the Agreement that they shall not discriminate against any person due to such person's age, marital status, disability, genetic disposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times it will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Sections 290-301 of the Executive Law of the State of New York.

IX. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE

A. Notwithstanding any other provision in this Agreement, the sending county remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions of Federal, State and local statutes, rules and regulations.

B. All CNY Public Health Alliance counties agree to abide by and comply with all applicable federal, state, and local laws, rules, regulations, and orders, including but not limited to those provisions relating to confidentiality, fraud, abuse, and anti-kickback laws, and to fully cooperate with the receiving county in this regard, and to execute any amendments necessary for the receiving county and/or sending county to comply with such laws, rules, regulations, orders, and programs.

X. USE OF COMPUTER AND ELECTRONIC EQUIPMENT

All CNY Public Health Alliance counties acknowledge and agree that use of any computer hardware, computer software and/or electronic equipment used in the course of carrying out duties under this Agreement will be governed by all applicable laws, rules, and regulations.

XI. MISCELLANEOUS

All CNY Public Health Alliance counties agree to comply with all confidentiality and access to information requirements in federal, State, and local laws and regulations.

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CAYUGA

DATE: _____

BY: _____
Kathleen Cuddy, Public Health Director
Cayuga County Health Department

DATE: _____

BY: _____
_____, Chair
Cayuga County Legislature

Acknowledgement

STATE OF NEW YORK)
COUNTY OF CAYUGA) ss.:

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **[insert Chair's Name]**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____
Robert Corpora, County Administrator
Cortland County

STATE OF NEW YORK)

COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Robert Corpora**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF JEFFERSON

DATE: _____

BY: _____
William W. Johnson, Chair
Jefferson County Board of Legislators

STATE OF NEW YORK)

COUNTY OF JEFFERSON) ss.:

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **William W. Johnson**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF LEWIS

DATE: _____

BY: _____
_____, Chair
Lewis County Board of Legislators

STATE OF NEW YORK)
COUNTY OF LEWIS) ss.:

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **[insert Chair’s Name]**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF MADISON

DATE: _____

BY: _____
Joseph J. Pinard, Chair
Madison County Board of Supervisors

STATE OF NEW YORK)

COUNTY OF MADISON) ss.:

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joseph J. Pinard**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF ONONDAGA

DATE: _____

BY: _____
Timothy T. Burtis, Chair
Onondaga County Legislature

STATE OF NEW YORK)

COUNTY OF ONONDAGA) ss.:

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Timothy T. Burtis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF OSWEGO

DATE: _____

BY: _____
Vera Dunsmoor, Public Health Director
Oswego County Health Department

DATE: _____

BY: _____
James Weatherup, Chair
Oswego County Legislature

STATE OF NEW YORK)

COUNTY OF OSWEGO) ss.:

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **James Weatherup**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

PUBLIC HEALTH MUTUAL AID INTERMUNICIPAL AGREEMENT SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement (8 copies, one for each county) each of which shall be deemed an original on the date written.

COUNTY OF TOMPKINS

DATE: _____

BY: _____
Jessi Spudis, Risk & Compliance Administrator
Tompkins County Whole Health

STATE OF NEW YORK)
COUNTY OF TOMPKINS) ss.:

On this _____ day of _____, 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared **Jessi Spudis**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

RESOLUTION NO.

April 11, 2024

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION
DUE TO INCREASED LEGAL FEES ASSOCIATED WITH ILLEGAL VAPOR
PRODUCTS HEARINGS**

By Legislator James Karasek:

WHEREAS, a new fine policy for the sale of illegal flavored vapor products was put in place by the Board of health in 2022; and

WHEREAS, hearings to set fines have begun for businesses in violation, causing an increase in legal fees; and

WHEREAS, OCHD is requesting to use a portion of the known but not yet received fines to offset the increased legal fees; and

NOW, on recommendation of the Health Committee, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer , and hereby is, authorized to increase Fine revenue line \$15,000 and increase Legal Fees \$15,000; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer shall be his authority to effect such a transfer and make such adjustments.

RESOLUTION PASSED/FAILED, WITH A VOICE/ROLL CALL VOTE

YES:

NO:

ABSENT:

ABSTAIN:

**INFORMATIONAL MEMORANDUM**

Subject: Environmental Fines and Legal Fees

Purpose: Increase fine revenue and associated legal fees.

Summary: In 2022 the Board of Health adopted a new fine policy for the sale of illegal flavored vapor products. Several businesses were found in violation and hearings have begun to set the fines. With these hearings comes an increase in legal fees. Some of the hearings have concluded and we would like to use a portion of the fines, known to us but not yet received, to offset the increase in legal fees.

Fiscal Impact 2024: No local share impacts. Increase Fine revenue line \$15,000 and increase Legal Fees \$15,000.

Fiscal Impact 2025: None.

Recommended

Action: The Health Committee approve and recommend the use of revenue generated by fines to pay for legal fees and the corresponding budget modification.

4.11.24

ACCOUNT NUMBER				ACCOUNT NUMBER			DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
A4090	416020					Env: Env Violations Fine	(15,000.00)
			A4090	543800		Other Fees and Services	15,000.00
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Department Head

Date _____

County Administrator

DATE _____

Director of Human Resource

Date _____

Chairperson

DATE _____

County Treasurer

DATE _____

**PROFESSIONAL ADVISORY COMMITTEE**

December 14, 2023

ATTENDANCE:

Diane Oldenburg, Associate PHIE, OCHD
Betty Dunsmoor, Healthy Families Program Manager, OCHD
Jennifer Walts, Principal Accountant, OCHD
Amanda Barbera, Program Coordinator, PCHC, Reach CNY
Christina Liepke, MD, OCHD
Jennifer Purtell, SPHN, OCHD
Karen Murray, Services Director, Bishop Commons
Cathy Hogan, Clinical Director, Staffings

Stacey Meyers, Special Ed Teacher, OCHD
Tammy Thompson, Director of CWSN, OCHD
Melisa Verdoliva, Grade B Supervisor, DSS
Christina Chamberlain, Health Services Coordinator, OCSD
Brenda Hillman, Administrative Secretary, OCHD

1. Call to Order

Jennifer Purtell called the meeting to order at 1:42 PM.

2. Approval of Minutes

Jennifer Purtell asked for a motion to accept the minutes of the September 14, 2023 PAC meeting. Motion to accept was made by Cathy Hogan; seconded by Christina Chamberlain. All voted in favor. Motion passed.

3. Changes

Jennifer Purtell gave an explanation of the purpose of PAC and explained that there will be some changes to the PAC meetings. Reports will consist of Licensed Homecare Agency, Diagnostic and Treatment Center and Healthy Families. Health Education will report on activities during the Community Updates. Jennifer also explained a little bit about the new Electronic Medical Record system and that the go live date was November 28th.

4. Nursing Dashboard Review & Branch Summaries**Preventive/LHCSA/D&T-Jennifer Purtell****MCH – Jennifer Purtell**

- End of quarter 14, 29 total served, 31 referrals, 17 admits, 14 non-admits, 14 discharged. Average length of stay is 53.67.
- Staffing – 1 FT LPN, 1 FT PHN, Typist; Vacant – 1 PT RN, 1 FT RN, 1 PHN, 1 Sr LPN.
- Referrals – Increase in cases, receiving referrals from providers other than Oswego Hospital. Sr. PHN received Certified Lactation Consultant (CLC) certification.
- Lead – Cases continue to climb, FT RN is coordinating program.

D&TC – Jennifer Purtell

- Immunizations – Weekly clinics for routine vaccines, COVID-19 and flu vaccines offered twice weekly beginning in October. Migrant clinics completed. Outreach to OCJ and other valuable populations to offer vaccines. Very busy back-to-school season completed – we gave 442 vaccines from August through mid-October.
- Communicable Disease: COVID-19 cases not reported but have risen throughout the quarter. Flu cases rising, currently prevalent across NYS.

Lead – Jennifer Purtell

- End of Quarter – 110, Total served 110, Referrals 15, Admissions 14, 1 Non-Admits, 0 Discharges.

PCA-Jennifer Purtell

- Dashboard – 57 end of quarter census, served 59, 5 referrals, 5 admits, 0 non-admits, 2 discharged. Average length of stay went to 468.
- Staffing – 1 FT RN.
- Visits – In home visits made. Quarterly meeting with DSS regarding cases/issues. Receiving referrals for new cases through New York Independent Assessor (NYIA) program.

Bereavement-Jennifer Purtell

- Last bereavement case was discharged on September 22, 2023 and the program officially closed at 11:59 pm the same day.
- Hospices offering services in Oswego County:
 - Hospice of Central New York and of the Fingerlakes
 - Hospice of Jefferson County
 - Hospice and Palliative Care New Hartford
 - Nascentia – Not yet accepting patients

Healthy Families Oswego County – Betty Dunsmoor

- Dashboard – End of quarter census is 29, 33 total served, 11 number of referrals, 8 admissions, 3 non-admits, 4 discharge.
- Officially separated from CCE and the program is now running solely from the Health Department.
- Staffing: Fully staffed. FSS, Samantha is fully trained and taking on cases. Supervisor, Adriana will be fully trained in January.
- Halloween Party: First group gathering for our families went very well with over 50 people in attendance.

QAPI Committee – Jennifer Purtell

- QAPI committees meet quarterly. Branch subcommittees meet to discuss details of nursing programs. Participants include: Hospice, LHCSA, Preventive, D&T Center, Healthy Families and Finance.

PIPs

- LHCSA/Preventive – Jennifer Purtell
 - Plan of Care (tags 404 & 408) – 100%
 - Current orders signed/requested – 100%
 - Change of plan/treatment orders signed/requested – 100%
 - All orders signed within 30 days of date of order – 100%
 - HealthConnections Consent – N/A
 - MCH Satisfaction Surveys – 11, submitted, 85%. 99 % Excellent, 1% Good.
- D&TC – Jennifer Purtell
 - Annual Mandatory Staff Trainings – Tag T2107 – All mandatory trainings are up to date
 - Policy and Procedure Review – Tag 2079 – N/A Will monitor 4th Quarter 2023
 - Advance Directives – Tag Y4360 – 100%
 - D&T Center Survey – 109, 100% Excellent
 - Expedited Partner Therapy – 100%
- Healthy Families – Betty Dunsmoor – Moved to report every 6 months
 - Performance Targets achieved 100%
 - Program Capacity 73%, NYS target performance is 85%

- Retention rate at 1 year 44%, NYS target performance is 50%
- Creative Outreach Percentage of Families not on 100%, NYS target performance is 90%
- Home Visit Rate 92%, NYS target performance is 75%
- 1st Home visit prior to 3 months after birth 90%, NYS target performance is 95%
- Prenatal enrollment 60%, NYS target performance is 50%
- Assessment (FROG) done within 30 days 100%, NYS target performance is 100%
- Follow-up forms completed on time 100%, NYS target performance is 75%
- Use of CHEERS Check-in 100%, NYS target performance is 90%
- Trainings for orientation, core, shadowing, prenatal and FGP 100%
- Wraparound trainings for 3, 6, & 12 month 100%
- Protected supervision 91%, NYS target performance is 75%
- Supervisor Observations 1 per quarter 100%
- Initial Service Plan Completion within 14 days 100%
- In-Depth Discussion Service Plan Quarterly 100%
- Home Visit Dates on Implementation Portion of Service Plan 100%
- Specific Plan for Each Portion of FROG in Service Plan 80%

5. Compliance Report – Jennifer Purtell

Incidents

- Client Falls
 - Preventive/LHCSA/D&T
- Medications
 - Preventive - None
- Employee Incident
 - Preventive – 1
- Other
 - Preventive - 1

Complaints

- Preventive/LHCSA/D&T Center
 - None
- Hospice
 - None
- Administrative
 - None

6. Accreditation – Diane Oldenburg

- The Readiness Assessment survey is almost complete and will be sent to the Public Health Accreditation Board (PHAB) after the first of the year.
- Once feedback is received from PHAB, the actual accreditation application can be completed and submitted.

7. Policies & Procedures

A motion to approve the policies and procedures was made by Cathy Hogan and seconded by Diane Oldenburg.

All were in favor.

8. Emergency Preparedness – Diane Oldenburg

- Updates submitted for the Continuity of Operations Plan (COOP)
- Pandemic Flu Plan updates are ongoing
- Participated in Radiological drill with EMO
- Submitting an abstract for the 2024 PHEP Summit (combined with EMO)

9. OD2A – Overdose Data to Action – Diane Oldenburg

- New Public Health Educator for program
- Finish spending down grant
- Continue to offer Narcan training
- Working with community partners on “leave behind kits”

10. New York State Public Health Corps – Diane Oldenburg

- Current positions:
 - 2 Epidemiologist – filled
 - 3 Health Education Assistants – 2 filled
 - 1 Sr, Account Clerk - filled
 - 1 Public Information Specialist - filled
 - 1 Public Health Educator (vacant)
- Fellows continue eCornell training and projects
- One fellow is taking additional training through the Fellowship BEAM training (administration, finance)
- One fellow taking PIO training via NYSDOH and FEMA
- Site visit happening this month
- Abstract for NYSPHC Summit has been accepted

11. Oswego County Trauma Informed Collaborative (OCTIC)

- Showing Resilience movie on October 17 at 1:30 – 3:00. More information to follow.

12. Community Updates

Diane Oldenburg – Public Health Education/Public Health Emergency Planning — Scheduling Evidence-Based classes. School presentations, vaping is hot topic. Mental health emotional wellness – suicide prevention – Sonia Robinson called the 988 suicide hotline for students to hear what calls can be like. Working with EMO with planning for the eclipse on April 8th. Submitted an abstract for the Public Health Emergency Preparedness Summit and this will be a 90 minute case study on, “The Power of Preparedness Partnerships” and this was accepted.

Diane Oldenburg – OD2A – Overdose Data to Action — Continue to work with our community partners on the PHAST Public Health and Safety Team to analyze and look at data for overdoses in the county. Developing an overdose fatality review team. Continue to provide Naloxone training and distribute Fentanyl and xylazine test strips.

Diane Oldenburg – OCTIC – Continue to meet. There was a presentation at SUNY Oswego on the movie “Resilience”.

Diane Oldenburg – Fellows – They were in Albany at the Summit. The abstract was accepted and they did a presentation on the work that they have been doing: Community Health Assessment Improvement Plan. This program will end at the end of next June.

Amanda Barbera – OPTIONS is fully staffed. Breastfeeding groups – adding a group in person in Pulaski, will have two in person and two virtual breastfeeding groups. Planning for the community baby shower at Catholic Charities.

Melisa Verdolia – DSS continues their efforts to hire, retain, and recruit. Family services launched the Start Program.

Christina Chamberlain – Finishing up NYS mandated Immunization Survey for all students in every school. There is a lot of respiratory illnesses going around.

Tammy Thompson – Hired an Early Intervention Special Education Teacher. Hoping to take down the wait list and diminish numbers. Still looking for a Speech Language Pathologist. In the process of updating policies and putting them in the new format.

Cathy Hogan – Still recruiting for aids. Referrals are constant and many need home care services. Seeing that a lot of the clients have COVID but the aids do not.

Karen Murray – Bishop Commons and St. Francis Commons, staffing is okay at both buildings. Mocktales at Bishop Commons on Sunday, December 17. Wishes that NYS DOH would do away with the Herds Survey. They still have to notify the county health department of COVID cases.

13. Closing and Adjournment

Motion to adjourn at 2:30 pm by Christina Chamberlain and seconded by Jennifer Walts.

The PAC will meet next on Thursday, March 14, 2024 at 1:30 PM in the Training Room
at Oswego County Health Department