

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR  
FEBRUARY 15, 2024**

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**RESOLUTION NO. 026**

**RESOLUTION APPOINTING AN INDIVIDUAL TO FILL A VACANCY IN THE  
OFFICE OF COUNTY LEGISLATOR IN AND FOR THE 17<sup>th</sup> LEGISLATIVE  
DISTRICT**

By Legislator David Holst:

WHEREAS, a vacancy has occurred in and for Legislative District 17, and

WHEREAS, section two of County of Oswego Local Law Number 2 of 1971 provides that a vacancy in the office of county legislator shall be filled by the appointment of the County Legislature; and

WHEREAS, it is both necessary and desirable to appoint to said vacancy a person who is a duly qualified resident of the 17<sup>th</sup> legislative district and whom will continue to represent the constituents of the 17<sup>th</sup> legislative district until such time as a successor is chosen in a Special Election that will be held in November of 2024; and

WHEREAS, the Government Courts and Consumer Affairs Committee of this body was presented with one qualified candidate and has forwarded to this body the name of Charles Burger as the committee's recommended candidate; and

NOW, THEREFORE, upon recommendation of the Government Courts and Consumer Affairs Committee, and the approval of the County Legislature, it is hereby

RESOLVED, that by the following roll call vote, Charles Burger receiving a majority vote is hereby appointed to the Office of County Legislator in and for the 17th Legislative District, together with all the rights and privileges pertaining thereto, for a term ending on December 31<sup>st</sup>, 2024.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 23    NO: 0    ABSENT: 1    VACANT: 1    ABSTAIN: 0**

**RESOLUTION NO. 027**

**RESOLUTION AUTHORIZING THE EXECUTION OF A JOINT DEFENSE AGREEMENT BY AND BETWEEN THE CITY OF OSWEGO, THE OSWEGO CITY SCHOOL DISTRICT CONCERNING THE OSWEGO HARBOR POWER, LLC TAX CERTIORARI LITIGATION**

By Legislator David Holst:

WHEREAS, the owners of the Oswego Steam Station have brought tax certiorari proceedings in Supreme Court, Oswego County, challenging the assessed value of the facility against the City of Oswego as assessing unit; and

WHEREAS, the County of Oswego and the City School District of Oswego have intervened in these proceedings; and

WHEREAS, it will be necessary for the taxing jurisdictions to retain consultants such as an appraisal company and an engineer to assist with the defense of this proceeding; and

WHEREAS, a joint defense agreement is in the best interests of the respective jurisdictions and promotes governmental efficiency; and

WHEREAS, a resolution is both necessary and desirable; and

NOW, THEREFORE, upon recommendation of the Government, Courts and Consumer Affairs Committee of this body, it is hereby

RESOLVED, that this body hereby approves the execution of a joint defense agreement by the County Attorney with counsel for the City of Oswego and City School District of Oswego in connection with the defense of the Oswego Steam Station Tax Certiorari litigation; and it is further

RESOLVED, to further reduce the overall cost of defending the tax certiorari proceedings, the taxing jurisdictions shall share appraisal and trial related expenses pursuant to the formula set forth in the agreement: Oswego County to pay 26%; City of Oswego to pay 21% and Oswego City School District to pay 53% of the total cost of the services rendered.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 24    NO: 0    ABSENT: 1    VACANT: 0    ABSTAIN: 0**

## JOINT DEFENSE AGREEMENT

This Agreement is entered into this \_\_\_\_ day of January 2024 by and between the City of Oswego, ("City"), Oswego County ("County") and the Oswego City School District ("School District").

**1. Preamble.** This Joint Defense Agreement (the Agreement) is intended to address the rights and responsibilities of the City, County and School District (collectively referred to as the "Taxing Jurisdictions") and their respective counsel, in furtherance of the joint and/or common legal representation effort on matters of common interest and/or concern on behalf of the Taxing Jurisdictions.

**2. Nature of Matter.** The joint defense of the Oswego Harbor Power, LLC v. City of Oswego Assessors, et al. tax certiorari proceedings (hereinafter "Certiorari Proceedings").

**3. Retention of Counsel.** The School District has retained Ferrara Fiorenza PC to represent it. The City is represented by City Attorney, Kevin Caraccioli, Esq., and the County is represented by the Oswego County Attorney, Richard Mitchell, Esq.

**4. Common Interests in Representation.** The Taxing Jurisdictions anticipate that the nature of the Certiorari Proceedings and the relationships between the Taxing Jurisdictions present common interests, warranting joint defense efforts. It is the desire and purpose of the Taxing Jurisdictions that every lawful, ethical, and proper step be taken to assure that their respective counsel share and exchange intelligence, strategies, legal theories, confidences and other secrets, information and documents, in order to advance their preparation, protect the Taxing Jurisdictions' interests and rights, reduce unnecessary duplication of effort, and reduce the overall cost of defending against petitioners' claims. Based upon these circumstances, considerations and needs, the Taxing Jurisdictions agree that they and their respective counsel will exchange and share information related to their common interest in pursuit of their joint defense efforts.

**5. Applicability to Joint Representation Documents.** The "common interest" or "joint defense" doctrine recognizes that such sharing of information for mutual benefit is not a waiver of applicable privileges, work product protections, or rules relating to discovery obligations, and provides that shared information remain secret, confidential, protected, and/or privileged. The Taxing Jurisdictions and their respective counsel recognize that disclosures among and between the Taxing Jurisdictions' respective counsel concerning matters of common interest are essential to the preparation of an effective representation and are therefore governed by the joint defense doctrine. No such sharing of any information, documents, or materials pursuant to this Agreement shall be deemed to be a waiver of any otherwise applicable privilege, work product protection, or rule of discovery. Due to confidential and privileged nature, all information, documents, and materials shared pursuant to this Agreement shall be exempt from disclosure under freedom of information laws. The Taxing Jurisdictions hereby expressly reserve the right to assert any and all applicable privileges, immunities, and protections with respect to any and all of the information and materials involved.

**6. Agreement to Share Information and Not to Disclose to Persons Not Signing this Agreement.** To further the mutual interests of the Taxing Jurisdictions, the undersigned

hereby agree: (a) to share and exchange, among and between themselves and the Taxing Jurisdictions, factual information relating to the above-referenced litigation, legal strategies and theories, attorney-work product, documents, and confidences for the limited and restricted purpose of assisting counsel in asserting common claims and asserting and protecting common interests of their respective clients, without authorizing or permitting any other publication or use; and (b) not to reveal to any third party (except the real estate appraiser hired to defend the proceeding) any such information, legal strategy or theory, document, confidence or other secret which has been shared by another Taxing Jurisdiction or counsel for another Taxing Jurisdiction without both the prior written consent of the Taxing Jurisdiction who contributed the same or caused it to be contributed to the joint representation effort and the written prior acknowledgment and agreement, of the third party receiving disclosure acknowledging notice of this Agreement and agreement to be bound by its terms.

**7. Sharing of Costs and Expenses.** To further reduce the overall cost of defending against the Certiorari Proceedings, the Taxing Jurisdictions shall share appraisal and trial related expenses pursuant to the formula set forth below:

Oswego County – 26%  
City of Oswego – 21%  
Oswego City School District – 53%

Each invoice shall be forwarded to each Taxing Jurisdiction responsible for payment and shall itemize (1) the total cost of services rendered, and (2) such Taxing Jurisdiction's respective share of the fees pursuant to the fee allocation set forth above.

**8. Settlement.** The parties acknowledge and agree in a collaborative effort to engage in good faith settlement negotiations based on the expertise provided by this appraiser.

**9. Term.** This Agreement shall become effective upon the date set forth above and shall remain in effect until terminated by either Taxing Jurisdiction. Either Taxing Jurisdiction shall have the right to terminate this Agreement upon five days written notice to the other.

**10. Breach.** In the event a party breaches its covenants under this Agreement, the non-breach party is entitled to recover its position of all shared expenses paid pursuant to the terms of this Agreement.

**11. Termination or Breach of this Agreement Shall Operate Prospectively Only.** Withdrawal from this Agreement shall operate prospectively only. The applicable privileges, work product protections, or rules relating to discovery obligations relating to information previously disclosed during the time the Agreement shall remain in force after withdrawal or termination of this Agreement. Each Taxing Jurisdiction agrees to notify each other Taxing Jurisdiction if efforts are made by anyone to cause a breach of this Agreement.

**12. Modifications.** This Agreement may not be modified except by writing, duly executed by all signatories. This Agreement supersedes prior negotiations, representations and agreements, whether written or oral. Any documents executed by the Taxing Jurisdictions prior to the effective date of this Agreement shall not modify any of the terms of the Agreement.

**13. Benefit of Counsel.** Each Taxing Jurisdiction acknowledges that it has had the benefit of counsel in reviewing and approving this Agreement, and that no Taxing Jurisdiction shall be construed as the sole draftsman of the Agreement.

**14. Waiver.** The waiver, express or implied, by any Taxing Jurisdiction of any right hereunder or of any future to perform or breach hereof by another Taxing Jurisdiction shall not constitute or be deemed a waiver of any other right hereunder or of any other failure to perform or breach hereof by another Taxing Jurisdiction, whether of a similar or dissimilar nature.

**15. Severability.** If any part of this Agreement shall be determined to be illegal, invalid or unenforceable, that part shall be severed from the Agreement and the remaining parts shall be valid and enforceable, so long as the remaining parts continue to fulfill the original intent of the parties.

**16. Counterparts.** This Agreement may be executed in counterparts, each of which shall be considered an original.

**CITY OF OSWEGO**

\_\_\_\_\_  
Kevin C. Caraccioli, Esq.

**OSWEGO CITY  
SCHOOL DISTRICT**

\_\_\_\_\_  
Ryan L. McCarthy, Esq.  
Ferrara Fiorenza PC

**OSWEGO COUNTY**

\_\_\_\_\_  
Richard C. Mitchell, Esq.

**RESOLUTION NO. 028**

**RESOLUTION DENYING ADMINISTRATIVE CORRECTION AND TAX  
REFUND OR CREDIT PURSUANT TO NEW YORK STATE REAL PROPERTY  
TAX LAW §554 AND §556 REGARDING REAL PROPERTY LOCATED AT 865  
COUNTY ROUTE 7 IN THE TOWN OF HANNIBAL**

By Legislator David Holst:

WHEREAS, the Hartman Living Trust is the owner of certain property located at 865 County Route 7 in the Town of Hannibal (Tax ID Number: 233.00-06-17.01); and

WHEREAS, the Hartman Living Trust, Gerald & Mary Ann Hartman (hereinafter "owners") of the aforementioned real property have timely filed an application for a corrected roll under New York State Real Property Tax Law §554 and for a refund or credit of real property taxes under New York State Real Property Tax Law §556 because they allege they did not receive or file an agricultural exemption form in 2023 for the 2024 tax year; and

WHEREAS, the Oswego County Director of Real Property Tax Services has reviewed the request, conducted an investigation and found no assessment errors which could be corrected administratively under Real Property Tax Law §§550-556 or refunds properly due as the owners' recourse, if any, would be judicial in nature; and

WHEREAS, county taxes are presently in the hands of local tax collectors; and

WHEREAS, the recommendation of the County Director is to deny the application and, as such, this resolution must be decided by the appropriate tax levying body the Oswego County Legislature, notwithstanding any enabling resolution authorizing the County Treasurer to otherwise decide same; and

WHEREAS, this body has reviewed and considered both the request of the owners and the recommendation of the Oswego County Director of Real Property Tax Services; and

NOW, THEREFORE, upon the recommendation of the Government, Courts and Consumer Affairs Committee of this body and upon the recommendation of the Oswego County Director of Real Property Tax Services, it is hereby

RESOLVED, Chair of the County Legislature, as Chief Elected Official, be and is hereby authorized and directed to deny the within application for a corrected tax roll and to endorse same as denied on behalf of this body which is the appropriate tax levying body under Real Property Tax Law §554 and any related refund under RPTL §556 for the reasons stated in the annexed memorandum from the Oswego County Director of Real Property Tax Services; and be it further

RESOLVED, this constitutes a final determination by the County Legislature concerning the owners' request.

**ADOPTED BY ROLL CALL VOTE ON FEBRUARY 15, 2024:  
YES: 20    NO: 4    ABSENT: 1    ABSTAIN: 0**



**Corey Metz**  
Director

## OSWEGO COUNTY DEPARTMENT OF REAL PROPERTY TAX SERVICES

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January 23, 2024

### Informational Memorandum

**Subject:** Application for Refund or Credit of Real Property Taxes, 865 Co Rt 7, Hannibal (tax ID 233.00-06-17.01).

**Background:** Annually at the organizational meeting of the Oswego County Legislature the County Treasurer is named as the individual responsible for handling corrections of errors, refunds, and credits of real property taxes whenever an application for such is received provided that the Director of Real Property Tax Services recommends approval of the application, and where the dollar amount is less than \$2,500.

If the Director recommends denial of the application, the dollar amount exceeds the maximum amount, or if the County Treasurer denies the application, the County Legislature is tasked with reviewing the application and making the final determination on whether to grant the application for correction, refund, or credit of real property taxes.

**Summary:** An application for corrected tax roll was received on January 5<sup>th</sup>, 2024. The County RPTS Director has recommended that this application be denied. The Director is required to make a full investigation of the facts before making a recommendation. The summary of that investigation is included as an attachment to this memorandum.

**Recommended Action:** Approve the resolution denying the refund.

**Fiscal Impact:** None.

**Attachment:** Summary of investigation by County Director of Real Property Tax Services.



**OSWEGO COUNTY**  
**DEPARTMENT OF REAL PROPERTY TAX SERVICES**

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**Corey Metz**  
*Director of Real Property Tax Services*

January 11, 2024

**Oswego County Real Property Tax Investigative Report for  
Denial of Application for Administrative Correction/Refund (§§ 554/556)**

On 1/5/2024 I received an application for a correction or refund of the 2024 County/Town Tax. This application is for property owned by Hartman Living Trust, assessed within the Town of Hannibal. The tax map identification number is 233.00-06-17.01. I am recommending this application be denied.

The application states that the Agricultural Assessment exemption that this property previously enjoyed in 2022 and prior was removed from the tax records. In their letter dated 1/5/2024 the owners state that they have previously appealed to the Hannibal School Board who successfully granted them a refund of their 2023-24 school taxes and assert that they have previously returned completed Agricultural Assessment Renewal Certification forms and have attached copies of prior tax bills showing the exemption on their tax bills. They state that last year (2023) they were not mailed a form to fill out and return as they had received in years past, thus resulting in them losing the exemption on this tax bill.

As a result of my investigation, I have determined that this exemption was not granted due to a failure to timely apply for it. As authorized under NYS Agriculture & Markets law § 305, this property tax exemption is the result of an agricultural assessment granted only "upon an annual application by the owner of such land on a form prescribed by the commissioner of taxation and finance" (form RP-305). For land that has had no substantial change in acreage, gross sales value, or lease, only an annual renewal certification is required (form RP-305-R). In either instance the filing of the form is required annually by the taxable status date of the assessing unit (March 1<sup>st</sup>) in order to receive the exemption on that year's assessment roll. Nowhere within the law does it state that an application for renewal of the exemption must be mailed to former recipients as a reminder. The onus is placed upon the landowner to know these forms must be filed annually, notwithstanding an assessor's previous courtesy to supply them with a form in the mail. These instructions and requirements also appear on the form itself. Per the owner and the assessor no renewal application was filed for 2023. Unfortunately, establishing a pattern of consistent filing and receipt of the exemption in the past does not waive the requirement for the current year.

The Hannibal School Board acted upon a similar recommendation by me last year advising them to deny a refund of school taxes, but voted against this recommendation. I believe the school board acted in bad faith as the law states that "The tax levying body, at a regular or special meeting, upon the presentation of an application filed pursuant to this section and the written report [of the County Director], shall:

- a. examine the application and report to determine whether the claimed clerical error, unlawful entry or error in essential fact exists;
- b. reject an application where it is determined that the claimed clerical error, unlawful entry or error in essential fact does not exist by making a notation on the application and the copy thereof that the application is rejected and the reasons for the rejection;"

The administrative correction process for tax rolls is designed to correct very specific and limited types of errors caused by an assessing unit or taxing district. There is not a remedy within the scope of real property tax law §550-556 to grant an exemption where a verifiable matter of fact exists that the exemption was not even applied for. As such, I must deny this application and recommend the same to the County Legislature.

A copy of the correction form is attached. Please note Part III. This will need to be filled out by the "Tax Levying Body" after they render a decision on whether to approve or deny the application. This application should be kept for auditing purposes.

Respectfully,

A handwritten signature in black ink, appearing to read "Corey Metz", written in a cursive style.

Corey Metz  
Oswego County Director of  
Real Property Tax Services

Enclosure  
CC: Owner  
CC: Assessor



# Application for Corrected Tax Roll

**RP-554**  
(12/19)

**Part 1 – General information:** To be completed in duplicate by the applicant.

Names of owners <b>HARTMAN LIVING TRUST, GERALD &amp; MARY ANN HARTMAN</b>		
Mailing address of owners (number and street or PO box) <b>865 COUNTY Rte 7</b>		Location of property (street address) <b>865 COUNTY Rte 7</b>
City, village, or post office <b>HANNIBAL, NY</b>	State <b>NY</b>	ZIP code <b>13074</b>
Daytime contact number <b>315564-6256</b>	Evening contact number <b>SAME</b>	Tax map number of section/block/lot: Property identification (see tax bill or assessment roll) <b>233.00-06-17.01</b>
Account number (as appears on tax bill) <b>BILL # 1026</b>		Amount of taxes currently billed <b>\$ 3004.90</b>
Reasons for requesting a correction to tax roll: <b>PLEASE SEE ATTACHED</b>		

I hereby request a correction of tax levied by OSWEGO COUNTY for the year(s) 2024  
(County, city, village, etc.)

Signature of applicant <u>Gerald C. Hartman</u>	Date <u>5 Jan 24</u>
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**Part 2 – To be completed by the County Director or Village Assessor.** Attach a written report including documentation and recommendation. Specify the type of error and paragraph of subdivision 2, 3, or 7 of Section 550 under which the error falls.

Date application received <u>1/5/2024</u>	Period of warrant for collection of taxes <u>1/1/24 - 3/31/24</u>
Last day for collection of taxes without interest <u>1/31/24</u>	Recommendation Approve application <input type="checkbox"/> Deny application <input checked="" type="checkbox"/>
Signature of official <u>[Signature]</u>	Date <u>1/11/2024</u>

If approved, the County Director must file a copy of this form with the assessor and board of assessment review of the city/town/village of \_\_\_\_\_ who must consider the attached report and recommendation as equivalent of petitions filed under section 553.

**Part 3 – For use by the tax levying body or official designated by resolution \_\_\_\_\_:**  
(insert number or date, if applicable)

**Application approved** (mark an X in the applicable box):

Clerical error ☐ Error in essential fact ☐ Unlawful Entry ☐

Amount of taxes currently billed	Corrected tax
Date notice of approval mailed to applicant	Date order transmitted to collecting officer

**Application denied** (reason): \_\_\_\_\_

Signature of chief executive officer, or official designated by resolution	Date
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## Instructions

### General information

#### Where to send

Submit two copies of this application to the County Director of Real Property Tax Services (in Nassau and Tompkins Counties, submit to Chief Assessing Officer).

#### When to send

Submit the application only **before** the collection warrant expires.

#### Wholly exempt parcel

Attach statement signed by assessor or majority of board of assessors substantiating that assessor obtained proof that parcel should have been granted tax exempt status on tax roll.

### Payment requirements

You may pay without interest and penalties **only** if:

- the application was filed with the County Director on or before the last day that taxes may be paid without interest (see *Date application received* in Part 2); **and**
- you pay the corrected tax within eight days of the date on which the notice of approval is mailed to the applicant (see Part 3).

If either of these conditions is not satisfied, interest, penalties, or both must be paid on the corrected tax.

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### For use by Collecting Officer:

Order from tax levying body received on \_\_\_\_\_  
Date

Corrected tax due	Date tax roll corrected
Interest and penalties (if applicable)	Date tax bill corrected
Total corrected tax due	Date application and order added to tax roll
Date payment received	

Signature of collecting officer	Date
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January 5, 2024

Hartman Living Trust, Gerald A & Mary Ann Hartman

865 County Rt. 7, Hannibal, NY 13074

315-564-6256

Tax Number: 233.00-06-17.01

**RE: Taxpayer Requesting Correction to Tax Role via RP-554 (12/19)**

Due to a set of circumstances (below), the Agricultural Assessment Exemption was removed from our Tax Role during 2023. Our first knowledge of this was our 2023 School Tax Invoice. In attempting to fix this error, we had contacted several County Officials. We met with Noelle Beckwith Salmonsens, Legislator, District 21, Hannibal on Sept 8, 2023 for advice. The Hannibal School Board made the decision, after considering the set of circumstances and our testimony, to rule in our favor and in fact, return our School Tax overpayment. This 2023 Tax Role error of course has now filtered down to our Oswego County 2024 Real Property Tax invoice.

**Set of Circumstances:** In all years past (20+), the Agricultural Assessment Renewal Certification form (RP-305-r) arrives to us and we complete and return. This was the first year we did not receive form to prompt us to complete and return. We were also told that a 'notice' was sent out to us advising us that Exemption was being dropped; again, did not receive.

We have attached the completed Form RP-554, Application for Corrected Tax Role. We believe an 'Error in Essential Fact' has occurred.

We are Seniors living on Social Security and would find it a hardship to pay "Residential Taxes" on 96 farm acres. Our Farm has been in operation since 1957 under the Hartman name (and previously the Fred Malone name).

PLEASE consider this request to reinstate our Agricultural Assessment Exemption to our Tax Role, thus to Oswego County 2024 Real Property Taxes Invoice.

Gerald A. Hartman

Mary Ann Hartman

Attach.

<b>MAKE CHECK PAYABLE TO</b> Town of Hannibal 824 County Route 34 Drawer B Hannibal, NY 13074		<b>2024 REAL PROPERTY TAXES</b> <b>OSWEGO COUNTY</b> <b>Town of Hannibal</b>		<b>BILL NO:</b> 1026									
<b>FOR INFORMATION CALL: (315) 564-6037</b> EMAIL: <a href="mailto:t@wnclerk@hannibalny.org">t@wnclerk@hannibalny.org</a> VISIT: <a href="http://hannibalny.org">hannibalny.org</a>		<b>FISCAL YEAR</b> 01/01/24-12/31/24	<b>WARRANT DATE</b> 12/31/2023	<b>TAX ID:</b> 233.00-06-17.01									
<b>OWNER</b> Hartman Living Trust Hartman Gerald A 865 Co Rt 7 Hannibal, NY 13074	<b>BANK CODE</b>	<b>STATE AND COUNTY</b> 53,671,433	<b>STATE AND TOWN</b> 393,191	<b>PROPERTY IDENTIFICATION</b> <table><tr><td><b>SWIS</b> 353089</td><td><b>R/S</b> 1 - Taxable</td><td><b>LOT SIZE</b> 96.00 acres</td></tr><tr><td colspan="2"><b>SCHOOL</b> Hannibal</td><td><b>ASMT CLASS</b> 242 - Rurl res&amp;rec</td></tr><tr><td colspan="2"><b>ADDRESS</b> 865 Co Rt 7</td><td><b>DETAIL</b> Lot 69, 056-014-000</td></tr></table>	<b>SWIS</b> 353089	<b>R/S</b> 1 - Taxable	<b>LOT SIZE</b> 96.00 acres	<b>SCHOOL</b> Hannibal		<b>ASMT CLASS</b> 242 - Rurl res&rec	<b>ADDRESS</b> 865 Co Rt 7		<b>DETAIL</b> Lot 69, 056-014-000
<b>SWIS</b> 353089	<b>R/S</b> 1 - Taxable	<b>LOT SIZE</b> 96.00 acres											
<b>SCHOOL</b> Hannibal		<b>ASMT CLASS</b> 242 - Rurl res&rec											
<b>ADDRESS</b> 865 Co Rt 7		<b>DETAIL</b> Lot 69, 056-014-000											
<b>IN PERSON PAYMENT</b> Town of Hannibal, 824 County Route 34, Hannibal, NY Mon 9am-2:30pm, Tue 11am-5:30pm, Wed-Thurs 9am-3:30pm Closed Fridays & Holidays Drop box available (Please No Cash in Drop Box)		<b>2023 TOTAL ASSESS</b> 188,200	<b>LEVEL OF ASMT</b> 67.00%	<b>EXEMPTIONS</b>									
		<b>MARKET VALUE</b> 280,896											

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE IN LEVY	TAXABLE VALUE	TAX RATE	TAX AMOUNT
County Tax	1,255,681	6.4	188,200	8.567280	1,612.36
Community College	196,271	52.2	188,200	1.339120	252.02
Workers Comp	24,654	25.0	188,200	0.168210	31.66
Townwide General	265,000	0.0	188,200	1.805890	339.87
Townwide Highway	300,000	0.0	188,200	2.044400	384.76
Outside Village Hwy	20,000	0.0	188,200	0.159820	30.08
Hannibal FD	294,000	2.9	188,200	1.881750	354.15

LOCAL PAYMENT SCHEDULE JAN 1ST - MAR 31ST					IN APRIL PAY TO COUNTY	TOTAL DUE	\$3,004.90
IF PAID BETWEEN	01/01/2024 to 01/31/2024	02/01/2024 to 02/28/2024	03/01/2024 to 03/13/2024	03/14/2024 to 03/31/2024		DUE BY	01/31/2024
PAYMENT 1	1,502.45	1,517.48	1,532.50	1,534.50	FULL \$3,251.97 PMT 2 \$1,547.52	See Payment Schedule if paying after 01/31/2024	
PAYMENT 2	1,502.45	1,517.47	1,532.50	1,532.50		*After March 13th Second Notice Fee (+\$2.00) Included	
TOTAL DUE	\$3,004.90	\$3,034.95	\$3,065.00	\$3,067.00			

Please check the back of this bill for more information on paying in installments.

DETACH BOTTOM SECTION AND SEND WITH PAYMENT. IF A RECEIPT IS NEEDED, SEND ENTIRE BILL WITH PAYMENT.

TOWN/CITY: 353089		COUNTY OF OSWEGO YEAR 2024		BILL NO: 1026																																		
TAX MAP #: 233.00-06-17.01		REAL PROPERTY TAXES																																				
LOCATION: 865 Co Rt 7		TAX COLLECTOR'S COPY																																				
BANK:																																						
IF PAID	FEE	1st INT	1st PAY	2nd INT	2nd PAY	TOTAL DUE																																
01/01 - 01/31/2024	0%	0.00	1,502.45	0.00	1,502.45	3,004.90																																
02/01 - 02/28/2024	1%	15.02	1,517.48	15.03	1,517.47	3,034.95																																
03/01 - 03/13/2024	2%	30.05	1,532.50	30.05	1,532.50	3,065.00																																
03/14 - 03/31/2024	+2.00	32.05	1,534.50	30.05	1,532.50	3,067.00																																
AFTER April 24th ALL PAYMENTS WILL BE RECEIVED BY OSWEGO COUNTY TREASURER'S OFFICE (SEE BACK FOR MORE INFORMATION)																																						
OWNER: Hartman Living Trust Hartman Gerald A 865 Co Rt 7 Hannibal, NY 13074																																						
<table><tr><td rowspan="5">FOR OFFICE USE ONLY</td><td>DATE</td><td>PAYMENT#1</td><td>PAYMENT#2</td></tr><tr><td>TAX</td><td></td><td></td></tr><tr><td>FEE</td><td></td><td></td></tr><tr><td>TOTAL</td><td></td><td></td></tr><tr><td>PAID BY (NAME)</td><td></td><td></td></tr><tr><td>REC'D BY</td><td></td><td></td><td></td></tr><tr><td colspan="4"><input type="checkbox"/> CASH <input type="checkbox"/> CHECK/ MO #</td></tr><tr><td colspan="4"><input type="checkbox"/> CREDIT* *ADDITIONAL FEES WILL APPLY</td></tr><tr><td colspan="4">FOR OFFICE USE ONLY</td></tr></table>							FOR OFFICE USE ONLY	DATE	PAYMENT#1	PAYMENT#2	TAX			FEE			TOTAL			PAID BY (NAME)			REC'D BY				<input type="checkbox"/> CASH <input type="checkbox"/> CHECK/ MO #				<input type="checkbox"/> CREDIT* *ADDITIONAL FEES WILL APPLY				FOR OFFICE USE ONLY			
FOR OFFICE USE ONLY	DATE	PAYMENT#1	PAYMENT#2																																			
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FOR OFFICE USE ONLY																																						

Town of Hannibal  
824 County Route 34  
Drawer B  
Hannibal, NY 13074

OSWEGO COUNTY  
Town of Hannibal

TAX ID: 233.00-06-17.01

FOR INFORMATION CALL: (315) 564-6037, ext.25  
E-MAIL: RealProperty@oswegocounty.com  
VISIT: hannibalny.org

FISCAL YEAR  
01/01/23-12/31/23

WARRANT DATE  
12/31/2022

PROPERTY IDENTIFICATION

SWIS 353089 R/S 1 - Taxable LOT SIZE 96.00 acres

SCHOOL Hannibal ASMT CLASS 242 - Rurl res&rec

ADDRESS 865 Co Rt 7 DETAIL Lot 69, 056-014-000

IN PERSON PAYMENT

Hannibal Town Hall, 824 County Route 34  
Mon 9am-2:30pm; Tues 11am-5:30pm; Wed-Thurs 9am-3:30pm  
Closed Holidays  
Drop Box available left of front door

47,090,585

STATE AID TOWN

374,937

OWNER

BANK CODE

EXEMPTIONS

Hartman Living Trust  
Hartman Gerald A  
865 Co Rt 7  
Hannibal, NY 13074

CO AG DIST 58,592.00 (CO/TOWN/SCH)

2022 TOTAL ASSESSED VALUE

188,200

MARKET VALUE

237,867

LEVEL OF ASMT

79.12%

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE IN LEVY	TAXABLE VALUE	TAX RATE	TAX AMOUNT
County Tax	1,179,786	-9	129,608	8.039690	1,042.01
Community College	128,918	-13.9	129,608	0.878520	113.86
Workers Comp	19,719	23.0	129,608	0.134370	17.42
Townwide General	265,000	8.2	129,608	1.803200	233.71
Townwide Highway	300,000	3.4	129,608	2.041350	264.58
Outside Village Hwy	20,000	-50.0	129,608	0.159620	20.69
Hannibal FD	285,702	2.0	188,200	1.837230	345.77

Track your expenses...

☐ Clothing ☐ Food ☐ Transportation  
☐ Credit Card ☐ Utilities ☐ Mortgage  
☐ Entertainment ☐ Insurance ☐ Other:

TAX-DEDUCTIBLE ITEM

1292

BALANCE  
FORWARD

THIS ITEM

BALANCE

DEPOSIT

OTHER

BALANCE  
FORWARD

\$2,038.04

01/31/2023

after 01/31/2023  
ee Fee (+\$2.00)

YMENT.

14

PAYMENT #2

NOT NEGOTIABLE

TOWN/CITY  
TAX MAP  
LOCATION  
BANK:

For added security, your name and account number do not appear on this copy.

PAYD	FEE	1ST INT	1ST PAY	2ND INT	2ND PAY	TOTAL DUE
01/01 - 01/31/2023	0%	0.00	1,019.02	0.00	1,019.02	2,038.04
02/01 - 02/28/2023	1%	10.19	1,029.21	10.19	1,029.21	2,058.42
03/01 - 03/13/2023	2%	20.38	1,039.40	20.38	1,039.40	2,078.80
03/14 - 03/31/2023	+2.00	22.38	1,041.40	20.38	1,039.40	2,080.80

AFTER April 24th ALL PAYMENTS WILL BE RECEIVED BY OSWEGO COUNTY  
TREASURER'S OFFICE (SEE BACK FOR MORE INFORMATION)

OWNER: Hartman Living Trust  
Hartman Gerald A  
865 Co Rt 7  
Hannibal, NY 13074

FOR OFFICE USE ONLY

TAX		
FEE		
TOTAL		
PAID BY (NAME)		
REC'D BY		

☐ CASH

☒ CHECK/  
MO

# 1292

☐ CREDIT\*

\*ADDITIONAL FEES WILL APPLY

FOR OFFICE USE ONLY

COUNTY OF OSWEGO 2022 COUNTY/TOWN TAXES

BILL NO: 1029

<b>FISCAL YEAR</b> 01/01/22-12/31/22	<b>WARRANTY DATE</b> 12/31/2021	<b>PROPERTY IDENTIFICATION</b>		<b>MAKE CHECK PAYABLE TO</b>
<b>ESTIMATED STATE AID</b> County: 38,173,422   Town: 334,450		<b>SWIS</b> 353089 - Hannibal	<b>PARCEL ID</b> 233.00-06-17.01	Town of Hannibal Denise Hafner, Tax Collector 824 County Route 34, Drawer B Hannibal, NY 13074
<b>OWNER</b> Hartman Living Trust Hartman Gerald A 866 Co Rt 7 Hannibal, NY 13074		<b>ADDRESS</b> 865 Co Rt 7	<b>CLASS</b> 242 - Rurl res&rec	
<b>EXEMPTIONS</b> CO AG DIST: 55,912.00 (CO/TOWN/SCH)		<b>LOT SIZE</b> 96.00 acres	<b>R/S</b> 1 - Taxable	<b>IN PERSON PAYMENT</b>
		<b>SCHOOL</b> Hannibal	<b>DETAIL</b> Lot 69, 056-014-000	Taxes will be received from Jan 3rd - March 31st, 2022 at the Town Hall, 824 Co Rt 34, Hannibal NY. Hours: Mon 9:00am - 2:30pm, Tues 11:00am - 5:00pm, Wed-Thurs 9:00am - 3:30pm. Online payments can be made at <a href="http://www.hannibalny.org">www.hannibalny.org</a>
		<b>2021 TOTAL ASSESSED VALUE</b> 188,200		
		<b>MARKET VALUE</b> 215,086	<b>LEVEL OF ASMT</b> 87.50%	<b>FOR INFORMATION CALL: (315) 664-6037, ext.25</b> or visit <a href="http://hannibalny.org">hannibalny.org</a>

LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE IN LEVY	TAXABLE VALUE	TAX RATE	TAX AMOUNT
County Tax	1,190,721	-6.0	132,288	8.171290	1,080.96
Community College	149,745	10.2	132,288	1.027620	135.94
Workers Comp	16,037	-9	132,288	0.110050	14.56
Townwide General	245,000	0.0	132,288	1.678490	222.04
Townwide Highway	290,000	16.0	132,288	1.986780	262.83
Outside Village Hwy	40,000	-50.0	132,288	0.321430	42.52
Hannibal FD	280,100	0.0	188,200	1.814550	341.50

PAYMENT SCHEDULE LOCAL COLLECTOR JAN - MAR 31ST					APRIL PAY TO COUNTY	TOTAL DUE	\$2,100.35
IF PAID	01/01/2022 to 01/31/2022	02/01/2022 to 02/28/2022	03/01/2022 to 03/13/2022	03/14/2022 to 03/31/2022		DUE BY	01/31/2022
PAYMENT 1	1,050.18	1,060.68	1,071.18	1,073.18	FULL \$2,273.69	See Payment Schedule if paying after 01/31/2022 *After March 13th Second Notice Fee (+\$2.00)	
PAYMENT 2	1,050.17	1,060.67	1,071.18	1,071.18	PMT 2 \$1,081.68		
TOTAL DUE	\$2,100.35	\$2,121.35	\$2,142.36	\$2,144.36			

1029

1.12.22

1204

☒ Track your expenses...  
☐ Clothing ☐ Food ☐ Transportation  
☐ Credit Card ☐ Utilities ☐ Mortgage  
☐ Entertainment ☐ Insurance ☐ Other: \_\_\_\_\_

☐ TAX-DEDUCTIBLE ITEM

BALANCE FORWARD

THIS ITEM 2100.35

BALANCE

DEPOSIT

OTHER

BALANCE FORWARD

For added security, your name and account number do not appear on this copy.

NOT NEGOTIABLE

# COUNTY OF OSWEGO 2021 COUNTY/TOWN TAXES (TAXPAYER'S COPY)

BILL NO.:

1038

<b>FISCAL YEAR</b> 01/01/21-12/31/21	<b>WARRANT DATE</b> 12/31/2020	<b>PROPERTY IDENTIFICATION</b>		<b>MAKE CHECK PAYABLE TO</b>
<b>ESTIMATED STATE AID</b> County: 32,811,441   Town: 236,134		<b>SWIS</b> 353089 - Hannibal	<b>PARCEL ID</b> 233.00-06-17.01	<b>Denise Hafner, Tax Collector</b> 824 County Route 34 Drawer B Hannibal, NY 13074
<b>OWNER</b> Hartman Living Trust Hartman Gerald A 865 Co Rt 7 Hannibal, NY 13074	<b>BANK CODE</b>	<b>ADDRESS</b> 865 Co Rt 7	<b>CLASS</b> 242 - Rurl res&rec	<b>IN PERSON PAYMENT</b>
<b>EXEMPTIONS</b> CO AG DIST: 56,831.00 (CO/TOWN/SCH)		<b>LOT SIZE</b> 96.00 acres	<b>R/S</b> 1 - Taxable	Taxes will be received from Jan 4th - March 31st, 2021 at the Town Hall, 824 Co Rt 34, Hannibal NY. Due to COVID-19 we are limiting in person transactions. Please mail in your payment or pay online at <a href="http://www.hannibalny.org">www.hannibalny.org</a> . In person appointments may be scheduled by calling the number below.
		<b>SCHOOL</b> Hannibal	<b>DETAIL</b> Lot 69, 056-014-000	
		<b>2020 TOTAL ASSESSED VALUE</b> 188,200		

<b>MARKET VALUE</b> 216,820	<b>LEVEL OF ASMT</b> 86.80%	<b>FOR INFORMATION CALL: (315) 664-6037, ext.25</b> or visit <a href="http://www.oswegocounty.com/taxes">www.oswegocounty.com/taxes</a>
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LEVY DESCRIPTION	TOTAL TAX LEVY	% CHANGE IN LEVY	TAXABLE VALUE	TAX RATE	TAX AMOUNT
County Tax	1,266,396	2.7	131,369	8.902250	1,169.48
Community College	135,892	-32.0	131,369	0.955260	125.49
Workers Comp	16,177	-15.3	131,369	0.113720	14.94
Townwide General	245,000	17.6	131,369	1.719060	225.83
Townwide Highway	250,000	12.6	131,369	1.754140	230.44
Outside Village Hwy	80,000	-24.4	131,369	0.653080	85.79
Hannibal FD	280,100	0.0	188,200	1.851530	348.46

IF PAID BY  
PENALTY  
PAYMENT 1  
PAYMENT 2  
TOTAL DUE

Please check

TAX

LOCATION  
BANK:

IF PAID BY

01/31/2021  
02/28/2021  
03/13/2021  
03/31/2021

☒ Track your expenses...

- ☐ Clothing ☐ Food ☐ Transportation  
☐ Credit Card ☐ Utilities ☐ Mortgage  
☐ Entertainment ☐ Insurance ☐ Other:

☐ TAX-DEDUCTIBLE ITEM

BALANCE  
FORWARD

THIS ITEM

BALANCE

DEPOSIT

OTHER

BALANCE  
FORWARD

.43

2021

25th

33.22

For added security, your name and account number do not appear on this copy.

AF

TREASURER'S OFFICE (SEE BACK FOR MORE INFORMATION)

OWNER: Hartman Living Trust  
Hartman Gerald A  
865 Co Rt 7  
Hannibal, NY 13074

NOT NEGOTIABLE

(NAME)

REC'D  
BY

☐ MO

☐ CASH

☒ CHECK

☐ CREDIT

FOR OFFICE USE ONLY

**RESOLUTION NO. 029**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF THE PUBLIC DEFENDER – HOLIDAY PREMIUM**

By Legislator David Holst:

WHEREAS, the Oswego County Public Defender's Office attends arraignments for indigent clients 365 days per year; and

WHEREAS, one member of the support staff attends most arraignments with the attorney covering said arraignments; and

WHEREAS, the Oswego County Public Defender's Office requests a Budget Modification to transfer one thousand five hundred dollars (\$1,500.00) from A1171.511000 (Salaries & Wages) to A1171.514400 (Holiday Premium); and

NOW, upon recommendation of the Government Courts Committee and Finance & Personnel Committee; be it

RESOLVED, that the County Treasurer be, and he is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request; and be it further

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

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 22    NO: 2    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 029 of 2024**

A1171 511000

(\$1,500.00)

A1171 51440

\$1,500.00



LOUIS R. LOMBARDI  
PUBLIC DEFENDER

## OSWEGO COUNTY PUBLIC DEFENDER'S OFFICE

COUNTY BUILDING  
44 E. BRIDGE STREET, SUITE 301  
OSWEGO, NEW YORK 13126  
(315) 746-4210  
[www.oswegocounty.com](http://www.oswegocounty.com)

---

**TO:** Philip Church, County Administrator  
**FROM:** Louis R. Lombardi, Public Defender  
**DATE:** 01/22/2024  
**RE:** Budget Modification -- Holiday Premium

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### INFORMATIONAL MEMORANDUM

**SUBJECT:**

Budget Modification to move funds from Salaries & Wages to Holiday Premium.

**BACKGROUND:**

The Public Defender's Office attends arraignments every day of the year, to include Holidays. A member of the support staff, typically a paralegal, attends all arraignments with an attorney and performs a variety of tasks. These tasks include but are not limited to exchanging contact information with the client, scheduling client interviews and compiling arraignment data for accurate reporting to NYS ILS. Adding funds to the Holiday Premium line will allow support staff to attend arraignments on Holidays.

**FISCAL IMPACT:**

Increase the Holiday Premium account by \$1,500.00 with funds currently allocated to Salaries & Wages. There will be no net county impact for 2024 as this funding is already allocated to the PD office, and there are still several vacant positions. The costs associated with Holiday Premium will increase slightly for 2025 as salaries increase should all positions be filled.

**RECOMMENDATION:**

Approve this budget modification moving \$1,500 from Salaries & Wages (A1171.511000), allocating it to the Holiday Premium expense account (A1171.514400).

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

[illegible]

*Theresa Leland*  
DEPARTMENT HEAD  
DATE 01/22/24

<i>Don N. Clark</i>	2524
COUNTY ADMINISTRATOR	DATE
<i>Dave Velt</i>	2-5-2
CHAIRPERSON	DATE

*DIRECTOR OF HUMAN RESOURCES	DATE
------------------------------	------

**\*If Personnel Services are impacted**

**RESOLUTION NO. 030**

**RESOLUTION AMENDING THE MEDICAID COMPLIANCE PLAN AND  
RELATED POLICIES FOR OSWEGO COUNTY**

By Legislator David Holst:

WHEREAS, Oswego County as a Medicaid program provider is required to have an effective compliance program as required by NYS Social Services Law § 363-d and Title 18 of the New York Codes, Rules and Regulations (18 NYCRR) Subpart 521-1; and

WHEREAS, the policy of Oswego County has always been to conduct its business in compliance with all applicable and constitutional laws and regulations and adherence to the highest ethical standards; and

WHEREAS, Oswego County, through its Health Department's Professional Advisory Committee, revised a Medicaid Compliance Plan on March 15, 2011 that was originally implemented in October 2009; and

WHEREAS, the Oswego County Health Department is the currently the only Department which provides Medicaid programs and services; and

WHEREAS, the Department of Social Services and its Mental Hygiene Department has contracted with outside providers to provide Medicaid programs and services since January 1, 2012; and

WHEREAS, effective December 28, 2022, the New York Office of the Medicaid Inspector General (OMIG) revised Title 18 NYCRR Part 521 Provider Compliance Programs; and

WHEREAS, such changes to the regulations have necessitated changes in the current Compliance Plan and related compliance policies; and

WHEREAS, the Oswego County Health Department and Department of Social Services have considered and evaluated the recommended changes of the Plan and related policies; and

WHEREAS, the Health Committee and Government, Courts and Consumer Affairs Committee have considered and evaluated the recommended changes to the County's Corporate Compliance Plan and related policies; and

NOW THEREFORE BE IT RESOLVED, the County Legislature approves the amendment of the Medicaid Corporate Compliance Plan and related policies which are consistent with the County's policies of compliance with federal and state laws and its own ethical standards.

BE IT FURTHER RESOLVED, the Medicaid Corporate Compliance Plan and related policies are effective immediately.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

# **OSWEGO COUNTY**

## **Corporate Compliance Plan**



Effective: \_\_\_\_\_, 2023 (Resolution No. 23-\_\_\_\_)

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  - G. Responsibility
  - H. Policies and Procedures and Standards of Conduct
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  - J. Discipline/Enforcement
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Appendix A

- Code of Ethics
- Local Law No. 4 of 1990 as amended, Ethics

Appendix B

Appendix C

Appendix D

Appendix E

Appendix F

**NOTICE TO ALL AFFECTED INDIVIDUALS**

Affected individuals (as defined herein), and all Medicaid recipients of services from Oswego County, have the ability to pose compliance-related questions and report potential non-compliance within the organization anonymously and/or confidentially without fear of retribution or intimidation.

Questions regarding this Corporate Compliance Plan, the Compliance Code of Conduct, Oswego County's Code of Ethics or reports of any actual or suspected compliance and ethics related matter may be directed to the Corporate Compliance Officer by telephone at (315) 349-3514 or by email to [Jeanne.King@oswegocounty.com](mailto:Jeanne.King@oswegocounty.com).

**Affected individuals (as applicable) are encouraged to report concerns to their Department heads or direct supervisors, as well as other members of senior administration, who are required to report issues of actual or suspected non-compliance to the Corporate Compliance Officer.**

**If an individual believes that he or she has identified a potential compliance or ethic violation that concerns their immediate supervisor or feels uncomfortable discussing the matter with their immediate supervisor, manager, or director, does not receive a satisfactory response, or does not want to disclose their identity, they should feel free to contact the Corporate Compliance Officer to discuss the matter.**

**If an individual feels that their concerns are not addressed in a timely manner and/or they do not receive a satisfactory response, the next appropriate step is to bring the concern directly to the Corporate Compliance Committee. If such concerns are still not satisfactorily addressed, then the individual should contact the County Administrator.**

**Individuals may also contact any member of the Corporate Compliance Committee or utilize any of the other reporting methods identified in the Compliance Plan or in the County's Compliance Policy, (see Section 6 (B), Lines of Confidential Communication, Reporting Procedure). All reports will be handled and maintained in a manner to ensure confidentiality, and requests for anonymity will be honored to the extent legally permissible (see 18 NYCRR 521-1.4(e)(4)).**

## **SECTION 1. POLICY STATEMENT.**

### **A. County Structure**

Oswego County (also referred to herein as the “County”) is comprised of the cities of Oswego and Fulton, 10 villages, and 22 towns. The County Legislature includes 25 districts; each legislator represents approximately 5,000 citizens. The County is located in the 22nd and 24th Congressional Districts; and in the 120th and 130th Districts of the New York State Assembly.

The Legislature appoints a County Administrator who performs the functions of the chief administrative officer and is responsible for the overall administration of the County Government, including overseeing the County departments. Most administrative departments have single appointed department heads (i.e. Social Services and Public Health). Many departments, such as Social Services, have direct interactions with the public, while other departments perform an internal service to other departments, i.e. the Information Technology Department.

There are also several State constitutional positions that are separately elected officials with County-wide jurisdictions including the Sheriff, County Clerk, Treasurer, Judges, and District Attorney.

### **B. Oswego County Mission Statement**

Oswego County government is committed to visionary leadership that will enhance the quality of life for its people and businesses. Leadership shall promote open communication and accountability between government and residents, effective, and affordable services, an environment conducive to economic development, and the effective use and conservation of our natural, financial, and human resources.

### **C. Corporate Compliance Overview**

Preventing, detecting and correcting fraud, waste, and abuse activities is an important fiduciary responsibility of Oswego County. Oswego County provides medical and health services for which it receives payments from Medicare, Medicaid and third-party insurers. Such services are provided through several Departments, including Mental Hygiene, the Public Health Department, and Social Services. Oswego County meets the criteria established by the Office of the New York State Medicaid Inspector General (OMIG), which requires the County to establish and operate an effective Corporate Compliance Program as a condition of payment under the Medicaid program.

The County finds that it is in the best interest of the public to establish and reasonably design, implement and maintain an effective Corporate Compliance Program, that will disclose, prevent, detect and correct misconduct, including non-compliance with Medicare and Medicaid requirements, as well as measures that prevent, detect and correct fraud, waste and abuse. All Affected individuals are expected to understand and adhere to this

Corporate Compliance Plan, applicable policies and procedures, including the Compliance Code of Conduct, as well as Oswego County's Code of Ethics and Ethics Local Law, Local No. 3 of 2002, and any other Ethics Code and/or Local Law adopted hereafter, attached hereto as Appendix A.

This Corporate Compliance Plan was designed to comply with applicable compliance program requirements, including the requirements of Social Services Law § 363-d and 18 NYCRR Part 521, and is designed to help Affected Individuals understand these requirements. This Plan will assist Affected Individuals in making appropriate decisions when faced with compliance issues. This Plan is grounded in Oswego County's mission statement that governs how it conducts business.

Oswego County will transact its business in a legal and ethical manner and in compliance with the laws of the jurisdiction in which it does business, including local, state and federal jurisdictions. As a governmental entity, Oswego County will conduct business in compliance with all IRS regulations concerning tax-exempt organizations and refrain from any private inurement and benefit issues. Instances where questions arise concerning interpretation or applications of laws and regulations should be referred to the County Attorney.

Oswego County is committed to detection, prevention and resolution of instances of conduct that do not conform to federal, state and county laws, rules, and regulations, payor Plan requirements and the County's business practices. The goals of the Compliance Program are to:

1. Improve quality, efficiency and consistency of services,
2. Demonstrate a strong commitment to corporate and individual integrity and ethical behavior,
3. Identify areas of risk in internal systems,
4. Create a centralized source for distributing information on compliance,
5. Identify illegal and/or unethical conduct and/or conduct that does not conform to federal or state laws, rules, and regulations and/or the rules and regulations of the County and the relevant department,
6. Develop a system for employees and others to report potential unlawful or improper conduct, without risk of retaliation or intimidation,
7. Formulate procedures for investigating alleged misconduct,
8. Initiate corrective action and prevent further fraud, abuse, or other inappropriate activities,
9. Develop policies and procedures to oversee medical necessity and quality of care, and
10. Assure appropriate credentialing and exclusion controls are in place.

Additionally, all Affected Individuals are expected to read, understand and comply with this Compliance Plan. All Affected Individuals are expected to report any conduct that they believe violates this Plan, the County's policies, or applicable laws and regulations to their supervisor, the County Compliance Officer, or the County Compliance Hotline.

D. Purpose.

Oswego County is committed to providing services of the highest quality and to being in full compliance with all federal, state and local laws and regulations. As part of that commitment, pursuant to Social Services Law §363-d and 18 NYCRR Part 521, Oswego County has adopted this Compliance Plan and the Standards of Conduct as the basis of its efforts in fostering an organizational culture that promotes responsible and honest conduct, transparency in all business transactions, and adherence to the laws and regulations of the government oversight agencies and funders.

E. Policy.

It has been and continues to be the policy of Oswego County to comply with all applicable Federal, State, and local laws and regulations, and payer requirements. It is also the County's policy to facilitate the prevention of improper or illegal activities, to provide mechanisms to detect any violations of laws and regulations and work to prevent, detect, and investigate issues related to fraud, waste, and abuse. To ensure this, Oswego County has established this Compliance Plan and commits to maintaining an effective Compliance Program.

Pursuant to 18 NYCRR Part 521, Oswego County's Compliance Plan includes the following elements:

- (1) Written Policies and Procedures that describe the County's Compliance Plan, including the Code of Conduct (see Section 3 herein);
- (2) Compliance Program Oversight, which includes the appointment of a Compliance Officer and the formation of a Compliance Committee (see Section 4 herein);
- (3) Education and training for all Affected Individuals (see Section 5 herein);
- (4) Mechanisms to report compliance concerns, including confidential communication (see Section 6 herein);
- (5) Discipline and Enforcement of Compliance Standards which are to encourage good faith participation in the Compliance Plan (see Section 7 herein);
- (6) Auditing, monitoring, and implementing a system to identify compliance risk areas (see Section 8 herein);
- (7) A system for responding to, investigating, and correcting compliance issues (see Section 9 herein); and
- (8) A policy of non-intimidation and non-retaliation for good faith participation in the Compliance Plan.

F. Commitment.

Oswego County is, and will remain, committed to our responsibility to conduct our business affairs with integrity based on sound ethical and moral standards. We will hold all Affected Individuals to these same standards.

Oswego County is committed to maintaining and measuring the effectiveness of our Compliance Program and Standards of Conduct through monitoring and auditing systems reasonably designed to detect noncompliance by Affected Individuals.

Oswego County is committed to the prevention of improper or illegal activities and to provide mechanisms to detect noncompliance, including but not limited to, any violations of laws and regulations, healthcare program requirements, the Standards of Conduct and Oswego County's policies and procedures. The County is committed to the prompt investigation and resolution of reported or detected noncompliance.

Oswego County is committed to the performance of regular, periodic compliance audits by internal and/or external auditors who have expertise in Federal and State healthcare statutes, regulations, and healthcare program requirements.

Oswego County's development and implementation of these eight (8) elements will require the full cooperation and participation of all Affected Individuals. Full cooperation and participation will ensure that the County maintains a high level of honest and ethical behavior in the delivery of its services.

G. Responsibility.

All Affected Individuals shall acknowledge that it is their responsibility to report any instances of suspected or known noncompliance to their immediate supervisor, their department head or director, the Compliance Officer, or the County Administrator without fear of retaliation, retribution, or intimidation. Failure to report known noncompliance or making reports that are not in good faith will be grounds for disciplinary action, up to and including termination of employment, contract, assignment, or appointment. Reports related to harassment or other workplace-oriented issues will be referred to the Human Resources Department.

H. Policies and Procedures and Standards of Conduct.

Oswego County will communicate its compliance standards and policies through required training and communication initiatives and distribution of this Compliance Plan and the Standards of Conduct to all Affected Individuals.

I. Compliance Officer and Compliance Committee.

Oswego County has appointed a Compliance Officer who is responsible for the overall operation of the Compliance Program. A Compliance Committee works with the Compliance Officer to implement and maintain an effective Compliance Program.

J. Discipline/Enforcement.

This Compliance Plan will be consistently enforced through appropriate disciplinary mechanisms including, if appropriate, discipline of Affected Individuals responsible for failure to detect and/or report noncompliance.

K. County Response.

Detected noncompliance, discovered through any mechanism, such as compliance auditing procedures and/or confidential reporting of noncompliance, will be responded to in an expedient manner. Oswego County is dedicated to the resolution of such matters and will take all reasonable steps to prevent further similar violations, including any necessary modifications to the Compliance Plan and policies and procedures.

L. Due Diligence.

Oswego County will, at all times, exercise due diligence with regard to background and professional license investigations for all Affected Individuals.

M. Non-Retaliation, Non-Intimidation, and Whistleblower Protections.

Oswego County will not take any retaliatory action against an Affected Individual who, in good faith, reports actual or suspected noncompliance or illegal activities or for good faith participation in the Compliance Program.

Oswego County will not take any retaliatory action against an employee if the employee discloses certain information about the County's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official. Protected disclosures are those that assert that the County is in violation of a law that creates a substantial and specific danger to the public health and safety; or that constitute healthcare fraud under the law; or that assert that the employee, in good faith, believes constitutes improper quality of care.

**SECTION 2. DEFINITIONS.** These definitions shall be read in conjunction with the definitions stated in the County's Ethics Local Law and the County's Ethics Code, attached herein as Appendix A.

**Abuse:** Practices that are inconsistent with sound fiscal, business, medical or professional practices and which result in unnecessary costs to the medical assistance program, payments for services which are not medically necessary, or payments for services which fail to meet recognized standards for health care.

**Affected Individuals aka Covered Persons:** (Pursuant to 18 NYCRR 521-1.2) All persons who are affected by the required provider's risk areas including the required provider's employees, the County Administrator and other senior administrators, managers, contractors, agents, subcontractors, independent contractors, and governing body and corporate officers. Includes, at a minimum, the following:

1. each employee within a Covered Department;

2. any volunteer providing services to such Covered Department;
3. each member of any board or committee that governs, supervises, oversees or advises such Covered Department (whether such member serves by reason of appointment, election, intern (paid or unpaid), or as a volunteer);
4. any County employee who is responsible for managing, supervising, or overseeing a Covered Person whether or not employed within a Covered Department; and,
5. any contractor or vendor who provides services to or for the benefit of a Covered Department.

**Business Courtesies:** A business courtesy is anything of value, a favor, or a benefit provided free of charge or at a charge less than fair market value in the context of a business relationship. The Policy applies to gifts, entertainment, and hospitality involving the County's employees or legislators and its referral sources and business partners intended to enhance business relationships and/or further their mutual business interests. Examples include gifts, entertainment, or hospitality for the purposes of inducing:

1. Referrals for the County's services or treatment;
2. The purchasing, leasing, or ordering of any item or service; or
3. The recommendation of the purchasing, leasing, or ordering of any such item or service.

**Compliance:** All of the County's activities that provide oversight, guidance and accountability for its governing officials, employees, and contractors to assure that its business practices pertaining to medical reimbursements and payments conform with the standards required by state and federal laws, rules, and regulations, as well as Oswego County's policies and procedures.

**Corporate Compliance:** A Corporate Compliance Program is a system which is designed to detect, prevent and correct systemic problems and violations of law, including non-compliance with Medicaid and Medicare requirements, and measures that prevent, detect and correct fraud, waste and abuse, as well as the likelihood of illegal and unethical activity by Affected Individuals.

**Corporate Compliance Committee:** The Committee established under this within Policy and shall be comprised, at a minimum, of the Corporate Compliance Officer, County Administrator, the County Attorney (or designee), Department of Public Health Director (or designee), Department of Mental Hygiene (or designee), County Auditor (or designee), and Human Resources Director (or designee). The Corporate Compliance Officer shall be the Chair of the Committee.

**Corporate Compliance Officer:** The Oswego County Operations Officer, who in his or her capacity as the Chair of the Corporate Compliance Committee, shall be responsible for overseeing the day-to-day implementation of the Corporate Compliance Plan throughout County operations.

**Covered Department:** A County department or administrative unit that directly provides medical assistance to members of the public, as defined by Social Services Law § 363-d, including the Mental Hygiene Department and the Public Health Department.

**Conflict of Interest:** Any situation in which financial or other personal considerations may compromise or appear to compromise:

1. an employee's or Board member's business judgment;
2. delivery of services; or
3. ability for an employee to do their job. An actual or potential conflict of interest occurs when an employee or Board member is in a position to influence a decision that may result in a personal gain for that employee, Board member, or for an immediate family member as a result of business dealings.

**Contractor (aka Vendor):**

1. Any independent contractor, contractor, subcontractor, or other person who, on behalf of the County, furnishes or otherwise authorizes the furnishing of Medicare, Medicaid, or other federally-funded healthcare items or services, or performs billing or coding functions; or
2. Any independent contractor, contractor, subcontractor, or other person who provides administrative or consultative services, goods, or services that are significant and material, are directly related to healthcare provision, and/or are included in or are a necessary component of providing items or services reimbursed by Medicare, Medicaid, or other federally funded healthcare program; or
3. Any independent, contractor, subcontractor, or other person who is involved in the monitoring of healthcare provided by the County.

**Departmental Compliance Officer:** The compliance officer appointed by a Covered Department who shall be responsible for the day-to-day operation and implementation of the Departmental Compliance Plan within that Department.

**Effective Compliance Program (Pursuant to 18 NYCRR 521-1.2):** A compliance program adopted and implemented by the required provider that, at a minimum, satisfies the requirements of 18 NYCRR Subpart 521-1.2 and that is designed to be compatible with the provider's characteristics, which shall mean that it:

1. is well-integrated into the company's operations and supported by the highest levels of the organization, including the chief executive, senior management, and the governing body;
2. promotes adherence to the required provider's legal and ethical obligations; and
3. is reasonably designed and implemented to prevent, detect, and correct noncompliance with MA program requirements, including fraud, waste, and abuse most likely to occur for the required provider's risk areas and organizational experience.

**Employee:** For the purposes of this Plan, "employee" shall encompass all officers and employees, whether elected or appointed, paid or unpaid, members and employees of all boards, commissions or agencies of this local government.

**Fraud:** For the purposes of this Plan, fraud is defined as the following:

1. in intentional deception or misrepresentation made with the knowledge that the deception could result in an unauthorized benefit to the provider of another person; or
2. the act(s) of any person who knowingly makes a false statement or representation, or who by deliberate concealment of any material fact, or by impersonation or other fraudulent device, obtains or attempts to obtain or aids or abets any person to obtain medical assistance to which he or she is not entitled; or
3. the act(s) of any person who, with intent to defraud, presents for allowance or payment any false or fraudulent claim for furnishing services or merchandise, or knowingly submits false information for the purpose of obtaining greater services or merchandise or knowingly submits false information for the purpose of obtaining authorization for furnishing services or merchandise; or
4. retaining a benefit after the person becomes aware that the benefit is not authorized under federal or state guidelines.

**Immediate Family Member:** For the purpose of this policy, an immediate family member is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. An immediate family member of a person includes:

1. The person's spouse;
2. Natural or adoptive parent, child, or sibling;
3. Stepparent, stepchild, stepbrother, or stepsister;
4. Father-in-law, mother-in-law; son-in-law; daughter-in-law; brother-in-law; or sister-in-law;
5. Grandparent or grandchild; and
6. Spouse of a grandparent or grandchild.

**Nominal Value:** For purposes of this policy, Oswego County has determined that items with a value of \$25.00 or less to be of nominal value.

**Organizational Experience:** (Pursuant to 18 NYCRR 521-1.2) The required provider's:

1. knowledge, skill, practice and understanding in operating its compliance program;
2. identification of any issues or risk areas in the course of its internal monitoring and auditing activities;
3. experience, knowledge, skill, practice and understanding of its participation in the Medicaid/Medicare program and the results of any audits, investigations, or reviews it has been subject of; or aware of for its category or categories of service.

**Potential Referral Source:** A potential referral source includes a physician, other healthcare provider, or party who could reasonably be a source of referral of individuals or patients to the County for services or treatment.

### **SECTION 3. POLICIES AND PROCEDURES AND CODE OF CONDUCT.**

To support the operation of Oswego County's Compliance Program, written policies and procedures are established to provide direction to Affected Individuals and address the components of the Compliance Plan. It is the County's policy that all Affected Individuals shall comply with all laws, regulations and ethical standards applicable to their duties.

In addition, Affected Individuals are required to follow the County's policies regarding employee conduct as well as the County's Code of Ethics. Although each Covered Department may have its own rules and regulations that govern its specific operations, there are general standards of conduct applicable to this Compliance Plan.

The Compliance Code of Conduct, hereinafter "Code of Conduct," serves as a foundational document that describes the County's fundamental principles and values, and commitment to conduct its business in an ethical manner. The Code of Conduct provides Affected Individuals with guidance on requirements for conduct related to their employment, contract, assignment or association with Oswego County.

The general standards of conduct applicable to the Compliance Plan are as follows:

#### **A. General Standards.**

1. *Honesty and Lawful Conduct.* Affected Individuals must be honest and truthful in all of their dealings. Affected Individuals must avoid doing anything that is, or might be, against the law. If an employee is unsure whether an action is lawful, then no further action shall be taken until said employee has checked with their supervisor or the Compliance Officer.

2. *Respect for Patients/Clients Served.* Affected Individuals must fully respect the rights of the patient/clients served including their right to privacy, respect, dignified existence, self-determination, participation in their own care and treatment, freedom of choice, ability to voice grievances, and reasonable accommodation of patients/clients needs.
3. *Confidentiality.* Affected Individuals must hold the information concerning the patients/clients they serve in the strictest of confidence. Such information shall not be disclosed to anyone unless authorized by the patient/client or his/her representative or otherwise permitted or required by law. In the is the County's policy to comply with all applicable confidentiality laws, including HIPAA, the New York State Mental Hygiene Law, the HITECH Act, Family Educational Rights and Privacy Act ("FERPA") and the Red Flag Identity Theft rules. Affected Individuals are referred to the County's HIPAA Policy for more detailed information describing their duties and responsibilities in this regard.
4. *Business Information.* Affected Individuals may not disclose or release any confidential information relating to the County's operations, pending or contemplated business transactions, trade secrets, and confidential Affected Individual information without the prior authorization of the appropriate supervisor or Department Head. All confidential information is to be used for the benefit of the County and the Individuals it serves and is not to be used for the personal benefit of Affected Individuals, their families, or friends. Affected Individuals are referred to the Oswego County Ethics Code and Local Law No. 3 of 2002 for a more detailed description of their duties and responsibilities in this regard.
5. *Sanctions.* Employees who violate the provisions of this Plan may be subject to disciplinary action up to and including termination.

**B. Billing for Services.**

1. *Accurate and Truthful Claims and Cost Reports.* Claims submitted for payment must be accurate, truthful and reflect only those services and supplies which were ordered and provided. Cost reports must be prepared as accurately as possible and adequate documentation must exist to support information provided in the report. Non-allowable costs must be appropriately identified and removed, and related party transactions must be treated consistent with applicable laws and regulations.
2. *Coding.* Coding of services shall accurately reflect the services rendered.
3. *Verification of Coverage.* To the best of Affected Individuals ability, insurance coverage and benefits shall be verified. Any changes in coverage, or changes in benefits, shall be promptly communicated, in writing, to the patient/client and, where appropriate, their family. Affected Individuals shall comply with the requirement that Medicaid or Medicare is a payor of last resort and shall ascertain that other payors are not primary before billing Medicaid or Medicare.

4. *Adequate Documentation.* Billing of services and supplies must be based on accurate and adequate documentation to support the services and supplies, and in accordance with applicable laws and regulations and third-party payor requirements.
5. *Excluded Providers.* Claims for items or services furnished by an individual or entity that has been excluded from participation in a federal or state health care Plan shall not knowingly be submitted for payment.
6. *Record Retention.* Records that demonstrate the right to receive payment, including medical records, shall be retained for ten (10) years.

C. Payment.

1. *Refunds/Credit Balances.* If a Covered Department becomes aware of payments for which it was not entitled from a governmental or private payor or a recipient, the payments shall be refunded to the appropriate payor or recipient.
2. *Receipt of Payments and Gifts.* Consistent with the County's Code of Ethics, Affected Individuals may not accept gifts, gratuities, or tips from any individual or entity, such as contractors or vendors, that are intended, or could be interpreted as intending, to influence the employee's actions and decisions.
3. *Payment of Items or Gifts.* Consistent with the County's Code of Ethics, Affected Individuals may not give anything of value, including bribes, kickbacks, or payoffs, to any person in a position to benefit the County.
4. *Exception for Nominal Value.* Affected Individuals may provide or receive ordinary and reasonable business and gifts of nominal value if those gifts are not given for the purpose of influencing the business behavior of the recipient. "Nominal value" is defined as \$25.00 or less.

D. Medical Necessity and Quality of Care and Services.

1. *Delivery of Care and Services.* All individuals who receive medical treatment from the County shall be afforded the care and services reasonably necessary to attain or maintain the highest possible physical, mental, and psycho-social well-being.
2. *Ability to Provide.* The County shall make a good faith effort to refer patients/clients and their families to other appropriate providers when it cannot provide for the patients/clients' identified needs.
3. *Medical and/or Educational Necessity.* Medical care and services shall be based on medical necessity and professionally recognized standards of care.
4. *Quality of Assurance.* Covered Departments shall have processes in place to objectively measure and systematically monitor the quality and appropriateness of medical care and related services; as well as to identify and pursue opportunities

for improvement. To the extent possible, the County's quality assessment and improvement processes shall be coordinated with the County's Corporate Compliance Plan.

E. Governance.

1. *Broad Oversight.* The Compliance Committee and the Oswego County Legislature shall exercise reasonable oversight over the implementation of the Corporate Compliance Plan and ensure that they received relevant information in a timely manner as is necessary and appropriate. The duty of "reasonable oversight" includes the duty to make reasonable inquiries when presented with extraordinary facts or circumstances of a material nature (i.e. indications of financial improprieties, self-dealing, or fraud) or a major governmental investigation.
2. *Conflict of Interest.* In accordance with Oswego County's Code of Ethics, and Local Law No. 3 of 2002, any actual or potential conflict of interest must be disclosed to ensure the integrity of the County's operations. All Affected Individuals must disclose to the Compliance Officer any financial interest that they or a member of their family have in any entity that does business or competes with the County in any manner.

F. Credentialing.

1. *Background Checks.* The County, through the Oswego County Human Resources Department, shall screen prospective employees, members, and contractors prior to engaging their services against websites which provide information on excluded individuals and entities, criminal backgrounds, and professional licensure and certification. Screening should be done periodically to ensure that such individuals and entities have not been excluded, convicted of a disqualifying criminal offense, or had their licensure or certification suspended, revoked or terminated since the initial screening.
2. *Notice to Contractors/Vendors.* All County contracts with Covered Departments shall contain a notice that the County's Compliance Plan applies to all transactions, including without limitation, notice that if the contractor/vendor has been convicted of an offense that would preclude employment under Medicaid or Medicare regulations, the contractual relationship shall be subject to termination.

G. Business Practices.

Oswego County is committed to complying with all federal, state and local laws, rules and regulations in its operations and business practices. Additionally, the County has adopted a Code of Ethics and Local Law No. 3 of 2002 to govern the expectations of ethical conduct by its employees and elected officials.

1. *Stark Law and Anti-Kickback Statute.* As more fully described herein, the Stark Law prohibits any physician or other health care provider employed by or contracting with the County from making a referral for health care services to any entity with which the physician or any members of his/her immediate family has a

financial relationship. The Anti-Kickback Statute prohibits the County or any of its employees or contractors/vendors from soliciting, offering or receiving anything of value in exchange for referring goods or services which are paid for through Medicare or Medicaid. Both the recipient and the offeror of the remuneration are subject to the Anti-Kickback Statute. The County will promptly review and investigate any instance of alleged violation of these statutes.

2. *Business Records.* Business records must be accurate and truthful, with no material omissions.
3. *Relationships with Other Providers.* Contracts, leases, and other financial relationships with hospitals, physicians, hospices, other medical providers and suppliers who have a referral relationship with the County shall be based on the fair market value of the services or items being provided or exchanged, and not on the basis of the volume or value of referrals of Medicare or Medicaid business between the parties. Free or discounted services or items will not be accepted or provided in return for referrals.

#### **SECTION 4. COMPLIANCE PROGRAM OVERSIGHT.**

##### **A. The Role of the Compliance Officer**

The Oswego County Legislature shall designate a Compliance Officer.

The Compliance Officer has primary responsibility for Compliance Program development, implementation, monitoring, and evaluation for effectiveness of this Compliance Plan, as well as the Oswego County HIPAA Policies.

##### **B. Reporting Relationship**

The Compliance Officer has direct lines of communication to the Compliance Committee, County Administrator, County Legislature, and County Attorney.

1. *Investigative Reports.* Compliance issues shall be reported to the County's Corporate Compliance Officer. The Corporate Compliance Officer, together with the County Attorney's Office, shall initiate an investigation into the Complaint. Upon completion of the investigation, the Corporate Compliance Officer shall work with the affected Department Head to initiate a corrective action plan. Reports of the Corporate Compliance Officer's investigation shall be provided to the Oswego County Administrator, the Compliance Committee and the Department Head of the affected Covered Department.
2. *Annual Reports.* The Corporate Compliance Officer shall report at least annually to the Oswego County Legislature, and the Health Department regarding the activities of the Compliance Committee.

3. *Internal Reports.* The Corporate Compliance Officer shall update the relevant Department heads on the activities of the Compliance Plan.

C. Role and Responsibilities

The Compliance Officer's primary responsibilities include:

1. Overseeing and monitoring the adoption, implementation, and maintenance of the Compliance Program;
2. Developing and implementing Compliance Program policies and procedures and the Code of Conduct;
3. Reviewing and revising, periodically, the Code of Conduct, the Compliance Program, and policies and procedures as changes occur within Oswego County, and/or in the law, regulations, or governmental and third-party payers.
4. Evaluating the effectiveness of the Compliance Program, policies and procedures, and Standards of Conduct.
5. Developing, implementing, and monitoring the annual Compliance Work Plan.
6. Reporting, no less frequently than quarterly, to the County Administrator, County Legislature, and Compliance Committee on the progress of implementation of the Compliance Program.
7. Assisting the County Administrator, Covered Departments Heads, Covered Departments Management, and the Compliance Committee in establishing methods to improve Oswego County's quality of service and to reduce vulnerability to fraud, abuse, and waste.
8. Developing, coordinating, and participating in a multifaceted educational and training program that focuses on the elements of the Compliance Program and seeks to ensure that all Affected Individuals, consistent with roles and any associated risk areas, are knowledgeable of, and comply with, pertinent Federal and State standards and Oswego County's Standards of Conduct.
9. Ensuring that excluded individuals and entities are not employed or retained by the County.
10. Directing Oswego County internal audits established to monitor effectiveness of compliance standards and the Compliance Program.
11. Independently investigating and acting on matters related to compliance, including the flexibility to design and coordinate internal investigations (e.g., responding to reports of problems or suspected violations) and any resulting corrective action with

all departments, providers, and sub-providers, agents, and, if appropriate, independent contractors.

12. Coordinating internal investigations and implementing corrective action(s).
13. Developing policies and programs that encourage managers and employees to report suspected fraud and other improprieties without fear of retaliation.
14. Providing guidance to Covered Department Heads, supervisors, medical/clinical program personnel, and individual departments regarding policies and procedures and governmental laws, rules, and regulations.
15. Maintaining a reporting system, including an anonymous means to report, and responding to concerns, complaints, and questions related to the Compliance Program.
16. Overseeing efforts to communicate awareness of the existence and contents of the Compliance Program.
17. Ensuring that independent contractors and contractors (recipient service provision, vendors, billing services, etc.) are aware of the requirements of Oswego County's Compliance Program.
18. Acting as a resourceful leader regarding regulatory compliance issues. Actively seeking up-to-date material and releases regarding regulatory compliance issues.
19. Continuing the momentum of the Compliance Program and the accomplishment of its objectives.
20. Maintain documentation of the following: internal and external audit and investigation results, logs of hotline calls and their resolution, corrective action plans, due diligence efforts with regard to business transactions, records of compliance training, and modification and distribution of policies and procedures.

D. The Structure, Duties, and Role of the Compliance Committee.

The Compliance Committee shall advise and assist the Compliance Officer with the implementation of the Compliance Program. The Committee shall be comprised, at a minimum, of the Corporate Compliance Officer, County Administrator, the County Attorney (or designee), Department of Public Health Director (or designee), Department of Mental Hygiene (or designee), County Auditor (or designee), and Human Resources Director (or designee). The Corporate Compliance Officer shall be the Chair of the Committee.

The Compliance Committee reports directly to the County Legislature. The Compliance Committee will meet on a regular basis, but not less than quarterly. Meeting minutes will be maintained by the Compliance Officer.

The Compliance Committee is responsible for the following:

1. Analyzing the regulatory environment where Oswego County does business, including legal requirements with which it must comply.
2. Reviewing and assessing existing policies and procedures that address risk areas for possible incorporation into the Compliance Program.
3. Reviewing and monitoring Compliance Program training and education to ensure that they are effective and completed in a timely manner.
4. Ensuring that the County has effective systems and processes in place to identify Compliance Program risks, overpayments, and other issues and has effective policies and procedures for correcting and reporting such issues.
5. Working with departments to develop standards and policies and procedures that address specific risk areas and to encourage compliance according to legal and ethical requirements.
6. Coordinating with the Compliance Officer to ensure that the written policies and procedures and Standards of Conduct are current, accurate, and complete.
7. Developing internal systems and controls to carry out compliance standards, Standards of Conduct, and policies and procedures.
8. Coordinating with the Compliance Officer to ensure communication and cooperation by Affected Individuals on compliance-related issues, internal or external audits, or any other function or activity.
9. Developing a process to solicit, evaluate, and respond to complaints and problems.
10. Monitoring internal and external audits to identify issues related to non-compliance.
11. Implementing corrective and preventative action plans and follow-up to determine effectiveness.
12. Ensuring the development and implementation of an annual Compliance Work Plan.

13. Advocating for sufficient funding, staff, and resources to be allocated to the Compliance Officer to carry out duties related to the Compliance Program.
14. Ensuring that the County has appropriate systems and policies in place that effectively identify risks, overpayments, and other areas of concerns including fraud, waste, and abuse.
15. Monitoring and evaluating the County's Compliance Program for effectiveness at least annually and making recommendations for necessary modifications to the Compliance Program as applicable.
16. Developing and implementing a Compliance Committee Charter. The Charter will outline the Compliance Committee's duties and responsibilities, membership, designation of a chairperson and frequency of meetings. The Charter will be reviewed and updated annually.

E. Delegation of Substantial Discretionary Authority

Any employee or prospective employee who holds, or intends to hold, a position with substantial discretionary authority for the County is required to disclose any name changes and any involvement in non-compliant activities including healthcare-related crimes. In addition, the County performs reasonable inquiries into the background of such applicants, all prospective employees, the County Administrator, Department Heads or Directors, and other senior management, interns, contractors, and vendors.

The following resources may be utilized when conducting screening:

1. The System for Award Management (SAM) available on the SAM website. The URL address is: <https://www.sam.gov>
2. IIHS/OIG List of Excluded Individuals and Entities. The URL address is: <http://exclusions.oig.hhs.gov/>
3. Medicaid Exclusions I Office of the Medicaid Inspector General. The URL address is: <https://omig.ny.gov/medicaid-fraud/medicaid-exclusions>
4. Licensure and disciplinary record with NYS Office of Professional Medical Conduct (Physicians, Physician Assistants) (the URL address is <http://www.health.state.ny.us/nysdoh/opmc/main.htm>) and/or New York State Department of Education (other licensed professionals) (the URL address is <http://www.op.nysed.gov/opsearches.htm>)

## **SECTION 5. EDUCATION AND TRAINING.**

### **A. Expectations.**

Education and training are critical elements of the Compliance Program. All Affected Individuals are expected to be familiar with and knowledgeable about Oswego County's Compliance Program and have a solid working knowledge of their responsibilities under the Compliance Program. Compliance Program Policies and Procedures and Standards of Conduct will be communicated to all Affected Individuals through required participation in training programs.

### **B. Training Topics: General.**

1. All Affected Individuals shall participate in training on the topics identified below:
  - i. Oswego County's Compliance Plan;
  - ii. Code of Conduct and other related written guidance;
  - iii. Federal False Claims Act;
  - iv. New York False Claims Act;
  - v. Whistleblower Protections;
  - vi. Risk areas and organizational experience;
  - vii. The role and responsibilities of the Compliance Officer and the Compliance Committee;
  - viii. Communication channels (name of Compliance Officer, reporting mechanisms, anonymous reporting mechanism);
  - ix. Oswego County's expectations for reporting:
    - a. known or suspected fraud, waste, and abuse;
    - b. illegal or unethical acts;
    - c. actual or suspected violations of Federal or State laws and regulations;
    - d. actual or suspected violations of the Standards of Conduct, the Compliance Program, and Oswego County's policies and procedures;
    - e. improper acts in the delivery or billing of services;
    - f. other wrongdoing (collectively referred to as "compliance concerns");
    - g. how the County responds to such reports including the investigation process and corrective actions;
    - h. Oswego County's disciplinary policy and standards;
    - i. Prevention of fraud, waste, and abuse; and
    - j. Non-retaliation and non-intimidation policy.
2. All Affected Individuals will complete the Compliance Program training no less frequently than annually.
3. Oswego County will maintain an annual training plan. The training plan will, at a minimum, outline the subjects or topics for compliance training and education, the timing and frequency of the training, which Affected Individuals are required to attend, how attendance will be tracked, and how the effectiveness of the training will

be periodically evaluated. The training plan will be reviewed by the Compliance Officer and Compliance Committee and updated as needed, but at minimum on an annual basis.

4. In addition to the above, targeted training will be provided to all managers and any other employees whose job responsibilities include activities related to compliance topics, such as documentation of services and coding and billing procedures. Department Heads or Directors shall assist the Compliance Officer in identifying areas that require specific training and education.

C. Orientation.

As part of Orientation, every Affected Individual shall receive a written copy of the Compliance Plan and Standards of Conduct and be provided access to Compliance Program Policies and Procedures.

D. Attendance.

All education and training relating to the Compliance Plan will be verified by attendance and a signed acknowledgement of receipt of the Compliance Plan and Standards of Conduct.

Attendance at compliance training sessions is mandatory and is a condition of continued employment, contract, appointment and/or assignment with the County.

**SECTION 6. LINES OF CONFIDENTIAL COMMUNICATION.**

A. Expectations

1. Open lines of communication between Oswego County's Department Head, the Compliance Officer, and each Affected Individual subject to this Compliance Plan are essential to the success of Oswego County's Compliance Program and commitment to comply with all applicable laws and regulations and the prevention of Medicaid or Medicare fraud, waste, and abuse.
2. All Affected Individuals must report compliance concerns. Failure to report is deemed misconduct and a violation of this requirement.
3. Every Affected Individual has an obligation to refuse to participate in any wrongful course of action and to report the actions according to the procedure listed below.

B. Reporting Procedure.

1. If an Affected Individual witnesses, learns of, or is asked to participate in any activities that are potentially in violation of this Compliance Plan and/or Standards of Conduct, he or she should contact the Compliance Officer, immediate supervisor, Department Head, or a member of the Compliance Committee.

2. Reports may be made in person; by mail, phone, or email; by calling a telephone line dedicated for the purpose of receiving such notification, at (315) 349-3514, by e-mail to Jeanne.King@oswegocounty.com, or by mailing information to the attention of the Compliance Officer at 70 Bunner Street, Oswego, NY 13126. Affected Individuals may also anonymously report to the Compliance Officer by leaving a note in the green "ideas box" in the second floor supply room located in the Department of Health building.
3. Upon receipt of a question or concern, any supervisor, officer, or director shall document the issue at hand and report to the Compliance Officer. Any questions or concerns relating to potential non-compliance by the Compliance Officer should be reported immediately to the County Administrator.
4. The Compliance Officer or designee shall record the information necessary to conduct an appropriate investigation of all complaints. If the Affected Individual was seeking information concerning the Standards of Conduct or its application, the Compliance Officer or designee shall record the facts of the inquiry and the nature of the information sought and respond as appropriate.

C. Protections.

Oswego County shall, as much as is possible, protect the anonymity or identity of the Affected Individual who reports a compliance concern or raises a question about Oswego County's Compliance Program and Standards of Conduct. Strict confidentiality regarding the reporting of compliance concerns will be maintained unless the matter is subject to a disciplinary proceeding, referred to, or under investigation by Federal, State, or local law enforcement, or disclosure is required during a legal proceeding.

D. Policy of Non-Retaliation and Non-Intimidation.

1. Oswego County shall not take any retaliatory action against an Affected Individual who, in good faith, reports a compliance concern, as defined by this Plan or for good faith participation in the Compliance Program, including but not limited to:
  - i. Reporting potential issues;
  - ii. Investigating issues;
  - iii. Self-evaluations;
  - iv. Audits;
  - Remedial actions; and
  - v. Reporting to appropriate officials as provided in NY Labor Law §§ 740 and 741.
2. Any employee who threatens retribution, retaliation, or intimidation against the employee who acts in good faith pursuant to their responsibilities under the Compliance Plan is acting against Oswego County's Compliance Policy.

Discipline, up to and including termination of employment, contract, appointment, or assignment, will result if such retribution, retaliation or intimidation is proven.

3. Affected Individuals who believe they have been subject to retribution, retaliation and/or intimidation for reporting a compliance concern or for good faith participation in the Compliance Program shall report the actions to the Compliance Officer, who shall conduct an investigation into the allegation in accordance with Section 9 (Response to Compliance Issues) of this Compliance Plan (Response to Compliance Issues).

E. Guidance.

Any Affected Individual may seek guidance about the Compliance Plan or Standards of Conduct at any time by following the reporting mechanisms outlined above.

**SECTION 7. DISCIPLINE AND ENFORCEMENT OF COMPLIANCE STANDARDS.**

A. Disciplinary Action: General.

1. Affected Individuals who fail to comply with Oswego County's Compliance Program and Code of Conduct, or who, upon investigation, are found to have committed illegal or unethical acts or violations of applicable Federal and State laws and regulations, the Compliance Program, the Standards of Conduct, or the County's policies and procedures, will be subject to appropriate disciplinary action, up to and including termination of employment, contract, assignment, or appointment with the County.
2. When the determination is made that a compliance violation occurred involving a contractor or vendor, the Compliance Officer will notify the County Administrator, Director of Human Resources and County Attorney to work collaboratively to determine and execute the appropriate corrective action.
3. The County will apply progressive discipline consistent with the violation. Examples of the disciplinary action that may be taken in accordance with the nature and scope of the infraction include but are not limited to:
  - i. verbal counseling or warning;
  - ii. counseling with written warning;
  - iii. re-training;
  - iv. reassignment or demotion;
  - v. suspension without pay; and/or,
  - vi. termination of employment, contract, assignment, or appointment.

The County will consider intentional or reckless behavior as being subject to more significant discipline.

4. The following actions will result in more significant disciplinary action:
  - i. Authorization of or participation in actions that violate Federal or State laws, regulations, the Compliance Program, Standards of Conduct, or any related policies and procedures;
  - ii. Failure to comply with the County's policies governing the prevention, detection, or reporting of fraud and abuse;
  - iii. Falsification of records;
  - iv. Submitting or causing to submit a false claim;
  - v. Failure to report a violation by a peer or subordinate;
  - vi. Failure to cooperate in an investigation; and
  - vii. Retaliation/intimidation against an individual for reporting a possible violation or participating in an investigation.
5. Any discipline will be reasonably documented in the Affected Individual's file, along with a written statement of reason(s) for imposing such discipline. Such documentation will be considered during an employee's regular and promotional evaluations.
6. The Compliance Officer will maintain a written record of all disciplinary actions taken against Affected Individuals related to non-compliance and violations, including verbal warnings, and will reference these records when necessary to ensure consistency in application of disciplinary measures. The Compliance Officer will provide a report on disciplinary actions taken to the Compliance Committee and the Board of Directors.

B. Disciplinary Action: Supervisory

Department Heads and supervisors will be disciplined for failure to adequately instruct their subordinates or failure to detect noncompliance with applicable policies and procedures and legal requirements where reasonable diligence on the part of the Department Head or supervisor would have led to the earlier discovery of any problems or violations and would have provided the County with the opportunity to correct them.

**SECTION 8. AUDITING AND MONITORING.**

A. Internal Audits.

1. Ongoing evaluation is critical in detecting non-compliance and will help ensure the success of Oswego County's Compliance Program. An ongoing auditing and monitoring system, implemented by the Compliance Officer and in consultation with the Compliance Committee, is an integral component of Oswego County's auditing and monitoring systems.
2. On an annual basis, the Compliance Officer, in conjunction with the County Administrator, Department Heads, and the Compliance Committee, will develop an audit plan based on an organizational risk assessment.

3. The ongoing auditing and monitoring will evaluate at minimum, the following risk areas:
  - i. Billings;
  - ii. Payments;
  - iii. Ordered services;
  - iv. Medical necessity;
  - v. Quality of care;
  - vi. Governance;
  - vii. Mandatory reporting;
  - viii. Credentialing;
  - ix. Contractor, subcontractor, agent, or independent contract oversight;
  - x. Review of contracts and relationships with contractors, specifically those with substantive exposure to government enforcement actions;
  - xi. Review of documentation and billing relating to claims made to Federal, State, and third party payers for reimbursement;
  - xii. Compliance training and education;
  - xiii. Effectiveness of the Compliance Program; and
  - xiv. Other risk areas that are or should reasonably be identified by the County through its organizational experience.
4. The audits and reviews will examine the County's compliance with specific rules and policies through on-site visits, personnel interviews, general questionnaires (submitted to employees and contractors), and record reviews.
5. Results of all auditing and monitoring activities will be reported to the Compliance Committee and County Legislature.
6. Additional steps to ensure the integrity of the Compliance Plan will include:
  - i. The Compliance Officer will be notified immediately in the event of any visits, audits, investigations, or surveys by any Federal or State agency or authority, and shall immediately receive a photocopy of any correspondence from any regulatory agency charged with licensing the County and/or administering a Federally or State-funded program or county-funded program with which the County participates.
  - ii. Establishment of a process detailing ongoing notification by the Compliance Officer to all appropriate personnel of any changes in laws, regulations, or policies, as well as appropriate training to assure continuous compliance.

## **SECTION 9. RESPONSE TO COMPLIANCE ISSUES.**

### **A. Violation Detection.**

1. Oswego County maintains a formal confidential and anonymous compliance reporting process to encourage the reporting of any compliance concerns. Affected Individuals must promptly report any compliance concerns to Compliance Officer, the immediate

supervisor, Department Head, or a member of the Compliance Committee. Service recipients, vendors, and any party conducting business with Oswego County may report compliance concerns to the Compliance Officer through the confidential or anonymous reporting process.

2. As part of its Compliance Program, Oswego County will ensure that all reports of compliance concerns are immediately and objectively investigated and resolved promptly. Such investigations may be conducted by the Compliance Officer, members of the Compliance Committee, other employees or external parties as indicated or recommended by the Compliance Officer, the County Administrator and/or the County Attorney.
3. The Compliance Officer will take immediate measures to secure relevant evidence or documentation and will ensure the confidentiality of any information obtained from a report, interview or through an investigation, unless otherwise required by law.
4. Unless a potential conflict of interest exists, the Compliance Officer will inform the County Administrator of any pending investigations. In the case of a conflict of interest, the Compliance Officer will inform the County Attorney, who will then determine if retaining outside counsel is necessary.

B. Reporting.

1. The results of the investigation and remedial actions will be communicated confidentially to the County Administrator and the County Attorney. Confidential communication to any other employees is based on a need-to know basis. The Compliance Officer shall report to the Compliance Committee regarding each investigation conducted unless conducted under attorney privilege.
2. At the conclusion of an investigation conducted by the County Attorney, or outside counsel where appropriate, said counsel shall issue a report to the Compliance Officer, County Administrator, and the Compliance Committee summarizing their findings, conclusions, and recommendations and will render an opinion as to whether a violation of the law has occurred. The report will be reviewed with the County Attorney, and/or outside counsel where appropriate, in attendance. Any additional action will be on the advice of counsel.

C. Rectification.

1. If the Compliance Officer, in consultation with legal counsel, identifies credible evidence or credibly believes that a State or Federal law, rule, or regulation has been violated, the Compliance Officer will promptly report such violation to the appropriate governmental entity, where such reporting is otherwise required by law, rule, or regulation.

2. If the County identifies that an overpayment was received from any third-party payer, the appropriate regulatory (funder) and/or prosecutorial (attorney general/police) authority will be appropriately notified with the advice and assistance of counsel.
3. It is the County's policy to not retain any funds received from overpayments. Overpayments will be reported and refunded to Medicaid and Medicare in accordance with the appropriate self-disclosure protocols and any required time frames.
4. In instances where it appears that an affirmative fraud may have occurred, appropriate amounts shall be returned after consultation and approval by involved regulatory and/or prosecutorial authorities. Systems shall also be put in place to prevent such overpayments in the future.

**D. Recordkeeping.**

Regardless of whether a report is made to a governmental agency, the Compliance Officer shall maintain a record of the investigation, including copies of all pertinent documentation. The Compliance Officer will organize the information so that the County can determine if an infraction occurred. The Compliance Officer will securely maintain all notes of the interviews, all evidence and review of documents as part of the investigation file. This record will be considered confidential and not released without the approval of the County Administrator and/or legal counsel.

**SECTION 10. IMPORTANT LAWS AND REGULATIONS: WHISTLEBLOWER PROTECTION.**

As a Medicare and Medicaid participating provider, the County is required to comply with various federal and state laws and regulations, including those designed to deter fraud, waste and abuse. The County has established written policies to detect and prevent Medicare and Medicaid fraud and abuse as part of its Compliance Program.

The Whistleblower Protection is intended to encourage good faith participation in the Compliance Program and enable Affected Individuals to promptly raise questions or concerns. Any individual who reasonably believes and/or who, in good faith, raises questions or reports concerns about any ethical, legal, and/or regulatory issue, problem, concern or violation (including an actual or suspected violation of laws, regulations, or policies, including the Compliance Plan or Code of Conduct) may do so without concern for retaliation or intimidation, or disciplinary action (or in the case of employees, no adverse employment consequence or threat of an adverse employment consequence).

Affected Individuals will not be subject to reprisals for good faith participation in the Compliance Program, including but not limited to reporting or supplying information about potential compliance violations, participating in investigations, self-evaluations, audits and remedial actions, or reporting to appropriate officials as provided in Sections 740 and 741 of the New York Labor Law, excepting cases where such individual is responsible for the violation or when deliberate false reporting has occurred.

Affected Individuals are also protected under this provision and the False Claims Acts against any form of retaliation or intimidation for reporting fraud, waste or abuse to the appropriate federal or state entities or filing a False Claim lawsuit, which protects such individual who files a false claims lawsuit from being fired, threatened, harassed, or other forms of retaliation. Any allegations that prove not to be substantiated and that prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Any Affected Individual who attempts to commit, commits, or condones any form of intimidation or retaliation against someone who has reported a suspected violation is subject to disciplinary action up to and including termination of employment or disassociation with Oswego County. It is expected that Affected Individuals will act in accordance with the Code of Conduct, must refuse to participate in unethical or illegal conduct, and will fully cooperate with any investigation of potential violation.

The New York Labor Law also protects representatives from retaliatory practices. Additional details regarding the Federal and State fraud and abuse and whistleblower protection laws, including employees' protections, rights and obligations under Sections 740 and 741 of the New York Labor Law is available in the County's Compliance Policy, "False Claims Act and Whistleblower Provisions".

# **OSWEGO COUNTY**

## **Corporate Compliance Plan Policies**



Effective: \_\_\_\_\_, 2024 (Resolution No. 24-\_\_\_\_\_)

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Appendix A: Oswego County Local Law No. 4 of 1990 as amended and County's Ethics Code

## **SECTION 1. OVERVIEW.**

The following are the policies of Oswego County that are to be implemented and used in accordance with the Oswego County's Corporate Compliance Plan:

1. Anti-Kick Back Policy (Section 3)
2. Auditing and Monitoring Policy (Section 4)
3. Billing, Errors, Overpayments, and Self-Disclosure (Section 5)
4. Compliance Education and Training (Section 6)
5. Conflict of Interest (Section 7)
6. Discipline and Enforcement of Compliance Standards (Section 8)
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15. Standards of Conduct (see Section 16)
16. Subpoenas (see Section 17)
17. Travel and Other Expense Reimbursement (see PRP-2022-7)
18. Whistleblower Protections and Non-Retaliation (see Section 18)

**SECTION 2: DEFINITIONS AND ACRONYMS.** These definitions shall be read in conjunction with the definitions stated in the County's Ethics Local Law and the County's Ethics Code, attached herein as **Appendix A.**

**Affected Individuals (Pursuant to 18 NYCRR 521-1.2):** All persons who are affected by the required provider's risk areas including the required provider's employees, the Chief Executive and other senior administrators, managers, contractors, agents, subcontractors, independent contractors, and governing body and corporate officers.

**Business Courtesies:** A business courtesy is anything of value, a favor, or a benefit provided free of charge or at a charge less than fair market value in the context of a business relationship. The Policy applies to gifts, entertainment, and hospitality involving the County's employees or legislators and its referral sources and business partners intended to enhance business relationships and/or further their mutual business interests. Examples include gifts, entertainment, or hospitality for the purposes of inducing:

- i. Referrals for the County's services or treatment;
- ii. The purchasing, leasing, or ordering of any item or service; or
- iii. The recommendation of the purchasing, leasing, or ordering of any such item or service.

**Conflict of Interest:** Any situation in which financial or other personal considerations may compromise or appear to compromise:

- i. an employee's or Board member's business judgment;
- ii. delivery of services; or
- iii. ability for an employee to do their job. An actual or potential conflict of interest occurs when an employee or Board member is in a position to influence a decision that may result in a personal gain for that employee, Board member, or for an immediate family member as a result of business dealings.

**Contractor (aka Vendor):**

- i. Any independent contractor, contractor, subcontractor, or other person who, on behalf of the County, furnishes or otherwise authorizes the furnishing of Medicare, Medicaid, or other federally-funded healthcare items or services, or performs billing or coding functions; or
- ii. Any independent contractor, contractor, subcontractor, or other person who provides administrative or consultative services, goods, or services that are significant and material, are directly related to healthcare provision, and/or are included in or are a necessary component of providing items or services reimbursed by Medicare, Medicaid, or other federally funded healthcare program; or
- iii. Any independent, contractor, subcontractor, or other person who is involved in the monitoring of healthcare provided by the County.

**Effective Compliance Program:** A compliance program adopted and implemented by the required provider that, at a minimum, satisfies the requirements of 18 NYCRR Subpart 521-1.2 and that is designed to be compatible with the provider's characteristics, which shall mean that it:

- i. is well-integrated into the company's operations and supported by the highest levels of the organization, including the chief executive, senior management, and the governing body;
- ii. promotes adherence to the required provider's legal and ethical obligations; and
- iii. is reasonably designed and implemented to prevent, detect, and correct noncompliance with MA program requirements, including fraud, waste, and abuse most likely to occur for the required provider's risk areas and organizational experience.

**Employee:** For the purposes of this Plan, "employee" shall encompass all officers and employees, interns, whether elected or appointed, paid or unpaid, members and employees of all boards, commissions or agencies of this local government.

**Immediate Family Member:** For the purpose of this policy, an immediate family member is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. An immediate family member of a person includes:

- i. The person's spouse;
- ii. Natural or adoptive parent, child, or sibling;
- iii. Stepparent, stepchild, stepbrother, or stepsister;
- iv. Father-in-law, mother-in-law; son-in-law; daughter-in-law; brother-in-law; or sister-in-law;
- v. Grandparent or grandchild; and
- vi. Spouse of a grandparent or grandchild.

**MMCO:** Medicaid Managed Care Organizations

**Nominal Value:** Oswego County has determined that items with a value of \$75.00 or less be of nominal value.

**Organizational Experience:** The required provider's:

- i. knowledge, skill, practice and understanding in operating its compliance program;
- ii. identification of any issues or risk areas in the course of its internal monitoring and auditing activities;
- iii. experience, knowledge, skill, practice and understanding of its participation in the MA program and the results of any audits, investigations, or reviews it has been subject of; or aware of for its category or categories of service.

**Potential Referral Source:** A potential referral source includes a physician, other healthcare provider, or party who could reasonably be a source of referral of individuals or patients to the County for services or treatment.

**Related Party:**

- i. any director, officer, or key employee (e.g., members of senior leadership) of Oswego County or its related entities;
- ii. any relative of any director, officer, or key employee of Oswego County or its related entities; or

- iii. an entity in which any individual described in (i) or (ii) has a 35% or greater ownership or beneficial interest, or in the case of a partnership or professional corporation, a direct ownership interest in excess of 5%.

**Remuneration:** Any type of direct or indirect payment, bribe, rebate, or other type of inducement.

### **SECTION 3. ANTI-KICKBACK.**

#### **A. Anti-Kickback Purpose:**

Oswego County recognizes that there are legitimate and lawful reasons to accept or provide reasonable business courtesies. However, in healthcare, business courtesies pose a risk for conflict of interest or fraud and/or abuse related to anti-kickback laws and regulations. The Federal Anti-Kickback law prohibits the offer of payment, solicitation, or receipt of anything of value to induce or reward the referral of Federal health care program recipients, such as Medicare and Medicaid recipients. The Federal Anti-Kickback statute also prohibits the payment or receipt of any remuneration that is intended to induce the purchasing, leasing, or ordering of any item or service that may be reimbursed, in whole or in part, under a Federal health care program. It also prohibits the payment or receipt of any remuneration that is intended to induce the recommendation of the purchasing, leasing, or ordering of any such item or service.

The purpose of this policy is to assure that the County complies with Federal Anti-Kickback laws. The policy provides guidance for providing business courtesies.

#### **B. Anti-Kick Back Policy:**

- i. Any business courtesy intended to induce or reward referrals or result in the purchase of goods or services is strictly prohibited.
- ii. It is the policy of Oswego County that gifts, entertainment, and other benefits will not be provided to a potential referral source, except as permitted by this policy.
- iii. Any business courtesies involving physicians or other individuals or entities in a position to refer individuals or patients to Oswego County for services must strictly follow the County's policies and be in conformance with all Federal and State laws, regulations, and rules regarding these practices.

#### **C. Anti-Kick Back Procedures:**

- i. Oswego County's employees are prohibited from offering business courtesies to a potential referral source unless the following criteria are met:
  - a. The business courtesy is not based, directly or indirectly, on the volume or value of referrals or other business generated by the potential referral source;
  - b. The business courtesy is not solicited by the potential referral source or the referral source's employees;
  - c. The business courtesy does not consist of cash or the equivalent of cash; and

- d. The business courtesy does not violate the Federal Anti-Kickback statute or any state or Federal law governing claims submission.
- ii. All County employees must receive approval from the Compliance Officer prior to extending business courtesies to potential referral sources and business partners. The Compliance Officer will record any business courtesy extended to potential referral sources and business partners on the Gifts and Entertainment Recording Log, attached hereto. The Compliance Officer will ensure that business courtesies are of nominal value.
- iii. Employees and their Immediate Family Members are prohibited from receiving and/or accepting business courtesies from the County's business partners or potential business partners as an inducement to purchase or lease goods or services.
- iv. Employees and their Immediate Family Members shall not accept or solicit excessive gifts, meals, expensive entertainment, or other offers of goods or services that have more than a nominal value from vendors, suppliers, contractors, or other persons.
- v. Employees may only retain gifts from vendors that have a nominal value. Gifts from vendors must be reported to the Compliance Officer and recorded on the Gifts and Entertainment Recording Log. If an employee has any concern as to whether a gift should be accepted, the Compliance Officer should be consulted. To the extent possible, these gifts should be shared with other individuals/employees at the County.

C. Anti-Kick Back Sanctions:

Non-compliance with this section may result in disciplinary action, up to and including termination.

D. Anti-Kick Back Compliance Statement:

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County will conduct, at a minimum, an annual review of the Anti-Kick Back policy section based on changes in the law or regulations, as the County's practices change.

Furthermore, this policy shall be tested for effectiveness on an annual basis or more frequently as identified in accordance with the County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. The results will be reported to the Compliance Committee and Governing Body on a quarterly basis.

E. Anti Kick Back Record Retention:

Oswego County shall retain this policy and all subsequent revisions, and any related documentation thereto for a minimum period of six (6) years.

#### **SECTION 4. AUDITING AND MONITORING.**

##### **A. Auditing and Monitoring Purpose:**

Pursuant to 18 NYCRR Part 521 and Social Services Law § 363-d, Oswego County developed and implemented a Compliance Program in an effort to establish, in part, effective internal controls that promote adherence to applicable Federal and State laws and requirements. An important component of the Compliance Program is the use of audits and/or other evaluation techniques to monitor compliance and assist in the reduction of identified risk areas.

The County recognizes the need for internal controls, but also realizes that resources are limited. Therefore, this policy focuses on the County's resources to effectively and efficiently audit and monitor risk areas.

##### **B. Auditing and Monitoring Policy:**

It is the Policy of Oswego County to conduct ongoing auditing and monitoring of identified risk areas related to compliance including but not limited to billing, fiscal management, clinical operations, and service provision. It is the responsibility of the entire Management Team to ensure that ongoing auditing and monitoring is properly executed, documented, and evidenced.

Likewise, it is the Policy of Oswego County to analyze and trend the results of all audits (both internal and external) on a regular basis to ensure that the County's Compliance Program is effective.

##### **C. Auditing and Monitoring Procedures.**

1. On an annual basis, the Compliance Officer, in conjunction with the Chief Executive, Senior Management, and Compliance Committee, will determine the scope and format of routine audits of the County's operations based on an organizational risk assessment. The Compliance Officer will include all scheduled audits on a work plan or audit plan that is shared with the Compliance Committee and the County Legislator.
2. Each County program or department shall conduct a review of its compliance with applicable regulations and quality measures on a quarterly basis. Senior Management staff shall be responsible for identifying needs for internal auditing of specific issues under their oversight. This shall annually, at a minimum, as a part of the County's risk assessment and for consideration into the annual work plan and audit plan.
3. The Compliance Officer shall recommend and facilitate auditing and monitoring of the identified risk areas related to compliance with laws and regulations, as well as the County's policies, procedures, and Standards of Conduct. (Risk areas may be identified through the regular course of business, external alerts, external audits or reviews, or internal reporting channels).
4. The Compliance Officer shall be responsible for oversight of the County's internal auditing system and is authorized to delegate auditing duties to other County personnel, accountants, consultants, and attorneys, as necessary and appropriate.

5. The Compliance Officer shall conduct and/or oversee compliance audits and reviews with assistance from Management staff and/or Quality Assurance/Internal Audit staff with the requisite skills to carry out the audit. Whenever feasible, the Compliance Officer shall seek to have audits conducted by County employees who are not involved in the delivery of services subject to the audit.
6. The Compliance Officer shall facilitate all audits of financial processes or systems with the Chief Financial Officer. The audits will serve to ensure that internal controls are in place so that:
  - i. Generally Accepted Accounting Principles (GAAP) are followed; and
  - ii. Federal, State, and local laws, regulations, and requirements are met.
7. The Compliance Officer will facilitate all audits of operational and programmatic issues with County Administrator.
8. The ongoing auditing and monitoring will serve to evaluate, at minimum, the following risk areas:
  - i. Billings;
  - ii. Payments;
  - iii. Ordered services;
  - iv. Medical necessity;
  - v. Quality of care;
  - vi. Governance;
  - vii. Mandatory reporting;
  - viii. Credentialing;
  - ix. Contractor, subcontractor, agent, or independent contract oversight;
  - x. Review of contracts and relationships with contractors, specifically those with substantive exposure to government enforcement actions;
  - xi. Review of documentation and billing relating to claims made to Federal, State, and third party payers for reimbursement;
  - xii. Compliance training and education;
  - xiii. Effectiveness of the Compliance Program; and
  - xiv. Other risk areas that are or should reasonably be identified by the Organization through its organizational experience.
9. The audits and reviews shall examine the County's compliance with specific rules and policies through on-site visits, personnel interviews, general questionnaires (submitted to employees and contractors), clinical record reviews to support claims for reimbursement, and documentation reviews.
10. The Compliance Officer shall review and approve the sample size and sample criteria prior to each audit unless the detail is included in the annual audit plan or work plan.

11. All audit and review tools used shall be standardized throughout the County and approved by the Compliance Officer.
12. A written report of all internal audit and review results shall be provided to the Compliance Officer and respective department or division director within seven (7) business days from the completion of the review or audit. Within ten (10) business days from the receipt of the written report of findings, the department head shall submit a written Plan of Corrective Action to the Compliance Officer for review. If there are no corrective actions to be taken, the department head shall merely acknowledge receipt of the review or audit. The department head is responsible for ensuring that any and all corrective measures are implemented and monitored for effectiveness.
13. The Compliance Officer shall determine the timeframe for a post-audit review. The objective of the post-audit review is to ensure that corrective actions were completed and effective in preventing any recurrences of any and all deficiencies.
14. The results of all internal auditing and monitoring activities, including records reviewed, audit results, and corrective actions, shall be recorded and maintained by the Compliance Officer.
15. Should non-compliance be detected during routine internal monitoring and activities, the Compliance Officer shall ensure a thorough investigation in accordance with the Reporting and Investigation of Compliance Concerns Policy.
16. Any correspondence from any regulatory agency charged with administering a federally- or state-funded program received by any department of the County shall be copied and promptly forwarded to the Compliance Officer for review and subsequent discussion by the Compliance Committee.
17. Program management shall immediately notify the Compliance Officer of any visits, audits, investigations, or surveys by any regulatory agency or authority. Results (whether oral or written) of any visits, audits, investigations, or surveys shall be forwarded to the Compliance Officer promptly upon receipt by County personnel.
18. The Compliance Officer shall be responsible for reporting to the Compliance Committee on the general status of all audits and reviews, the outcome of compliance auditing and monitoring, and the corrective actions taken. The reporting shall occur at the first regularly scheduled Compliance meeting after the conclusion of the audit or review.
19. The Compliance Officer shall be responsible for reporting the results of auditing and monitoring activities and corrective actions at least annually to the Board of Directors. The report shall likewise include monitoring of trends, an assessment of any compliance risks to the County, and an evaluation of the effectiveness of the County's Compliance Program.
20. At least annually, the Compliance Officer shall benchmark audit results and compare results of similar audits to determine whether improvement is occurring.

21. On an annual basis, the Compliance Officer, in collaboration with the Compliance Committee, shall conduct a review to monitor the effectiveness of the Compliance Program, Compliance Program Policies and Procedures, and the Standards of Conduct to determine:

- a. Whether such written policies, procedures, and Standards of Conduct have been implemented;
- b. Whether Affected Individuals are following the policies, procedures, and Standards of Conduct;
- c. Whether such policies, procedures, and Standards of Conduct are effective; and
- d. Whether any updates are required.

The Compliance Officer shall provide a report of the aforementioned review to the Compliance Committee and the **County Legislator**.

**D. Auditing and Monitoring Sanction Statement.**

Non-compliance with this policy may result in disciplinary action, up to and including termination.

**E. Auditing and Monitoring Compliance Statement.**

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy, at a minimum annually, based on changes in the law or regulations, as the County's practices change. Additionally, this policy shall be tested for effectiveness on an annual basis or more frequently as identified in accordance with Oswego County's Compliance Program. Testing will include but is not limited to:

- i. ensuring that the policy is appropriately followed;
- ii. the policy is effective;
- iii. the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and County Legislator on a **regular** basis.

**F. Record Retention Statement.**

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at minimum, six years.

**SECTION 5. BILLING ERRORS, OVERPAYMENTS, AND SELF-DISCLOSURE.**

**A. Billing Errors, Overpayments, and Self-Disclosure Purpose.**

Pursuant to Social Services Law § 363-d, 18 NYCRR Part 521, and Affordable Care Act of 2010, 42 USC S1302a-7k(d), Oswego County is committed to adopting and implementing an effective

Compliance Program that includes ensuring the ability to detect, correct, and resolve payment and billing errors as quickly and as efficiently as possible.

B. Billing Errors, Overpayments, and Self-Disclosure Policy.

It is the policy of Oswego County that any overpayments or inaccurate billing of claims be detected, reported, and returned in a timely manner following all rules, regulations, and laws.

Oswego is committed to ensuring that in the event that the Organization has received an overpayment under the Medicaid Assistance Program (Medicaid), Medicare, or another third party payer, the Organization shall report and return the overpayment, notify the appropriate payer, and comply with all Federal and State laws, regulations, guidelines, and policies.

C. Billing Errors, Overpayments, and Self-Disclosure Procedure:

1. *Identification of Billing Errors and Overpayments*
  - a. The Compliance Officer must be promptly notified of all potential or actual billing errors and suspected overpayments. Examples of billing errors or reasons for overpayment may include, but are not limited to, the following:
    - i. Coding errors;
    - ii. Errors in rate or unit;
    - iii. Keying or inputting errors;
    - iv. Provision of unauthorized services;
    - v. Services are not medically necessary, or necessity is not documented in the record;
    - vi. Absence of one or more required elements of documentation;
    - vii. Service was not rendered;
    - viii. Falsification of service or billing documents;
    - ix. Duplicate payments;
    - x. Fraudulent behavior by employees or others;
    - xi. Discovery of an employee or contractor on the Federal or State exclusion lists; and
    - xii. Damaged, lost, or destroyed records.
  - b. The Compliance Officer will notify the **County Administrator, County Treasurer, and County Attorney** of potential billing issues and overpayments. The preliminary circumstances will be reviewed to determine if a suspension of billing is to be initiated.
  - c. The Compliance Officer or designee will investigate the issue; review any underlying facts; quantify and identify the amount of overpayment; ensure that any errors are corrected; and ensure that any refunds are made to the appropriate governmental agency or third-party payer. The investigation will be conducted in accordance with the Reporting and Investigation of Compliance Concerns Policy and Procedure. The Compliance Officer may engage outside legal counsel, auditors, or other consultants to help determine whether an overpayment has occurred and/or to quantify the overpayment.

- d. An overpayment is deemed "identified" when it is determined or should have been determined through the exercise of reasonable diligence, that an overpayment was received, and the amount of the overpayment has been quantified.
- e. The Compliance Officer is responsible for ensuring that the Organization properly discloses all overpayments to the appropriate payer and makes any reports and refunds that are necessary within the required timeframe for the payer.
- f. Medicaid and Medicare overpayments must be reported and returned:
  - i. no later than 60 days after the date the overpayment was identified; or
  - ii. by the date that any corresponding cost report is due, if applicable.
- g. Medicaid overpayments must be reported and returned in accordance with the Office of Medicaid Inspector General's (OMIG) Self-Disclosure Protocol. The Protocol is available on OMIG's website at <https://omig.ny.gov/>. (See also Section 5 (C)(2), Medicaid Self-Disclosure).
- h. Medicare overpayments are reported and refunded to the Medicare Administrative Contractor (MAC) or through the Office of Inspector General's Voluntary Self Disclosure program.
- i. Overpayments to other third-party payers will be made in accordance with the contractual agreement.
- j. Any overpayments retained by the Organization after the deadline for reporting and returning the overpayment may be subject to a monetary penalty.
- k. The Compliance Officer must approve the overpayment and self-disclosure procedures and/or any revisions to procedures or forms before implementation.
- l. Failure to report a potential reimbursement and billing issue or suspected overpayment will result in disciplinary action, up to and including termination of employment or contract.
- m. The Compliance Officer will maintain a file for each overpayment and self-disclosure. All interview notes, evidence, claims data, and written communication to and from the government agency or third-party payer will be maintained in the file in a secure location.
- n. The Compliance Officer will maintain a log of all overpayments that have been disclosed to governmental authorities and third-party payers. The following information will be recorded on the Overpayment and Disclosure Log (attached to this Policy):
  - i. The date that the overpayment was identified/quantified;

- ii. The date that the overpayment was disclosed;
    - iii. The date that the overpayment was refunded;
    - iv. The cause of the overpayment;
    - v. The department, program, or service;
    - vi. The amount of the overpayment; and
    - vii. The corrective action(s) to prevent the overpayment from recurring.
  - o. A report of overpayments, the results of investigations, and remedial actions will be reported to the Compliance Committee on a quarterly basis, and to the County Legislature at least annually.
2. *Medicaid Self-Disclosure*
- a. Oswego County shall participate in the OMIG's self-disclosure program under the following eligible conditions as required:
    - i. The Organization is not currently under audit, investigation, or review by the Medicaid Inspector General, unless the overpayment and the related conduct being disclosed does not relate to the OMIG audit, investigation, or review;
    - ii. The Organization is disclosing an overpayment and related conduct that at the time is not being determined, calculated, researched, or identified by OMIG;
    - iii. The overpayment and related conduct will be reported by the deadline previously specified, i.e., within 60 days of identification and the overpayment is quantified, or the date any corresponding cost report is due; and
    - iv. The Organization is not a party to any criminal investigation being conducted by the deputy attorney general for the Medicaid Fraud Control Unit or any agency of the US government or any political subdivision thereof.
  - b. Oswego County shall pay the overpayment amount determined by OMIG within 15 days of OMIG notifying the Organization of the amount due, unless the OMIG permits the County to repay the overpayment and interest due in installments.
  - c. Oswego County will enter into a self-disclosure compliance agreement with the Medicaid Inspector General that will be executed within 15 days of receiving said agreement from the Medicaid Inspector General or other time frame permitted by OMIG, but not less than 15 days.
  - d. Any false material information or omitted material information when submitting a self-disclosure, any attempts to evade an overpayment due, or any failure to comply with the terms of a self-disclosure and compliance agreement will not be tolerated and will be subject to disciplinary action up to and including termination.

D. Billing Errors, Overpayments, and Self-Disclosure Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Billing Errors, Overpayments, and Self-Disclosure Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy, at a minimum annually, based on changes in the law or regulations, as the County's practices change. Furthermore, this policy shall be tested for effectiveness on an annual basis or more frequently as identified in accordance with the County's Compliance Program. Testing will include but is not limited to:

- i. ensuring that the policy is appropriately followed;
- ii. the policy is effective;
- iii. the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and County Legislators on a regular basis.

F. Billing Errors, Overpayments, and Self-Disclosure Record Retention Statement:

Oswego County shall retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 6. COMPLIANCE EDUCATION AND TRAINING.**

A. Compliance Education and Training Purpose.

Pursuant to Social Services Law § 363-d and 18 NYCRR Part 521, Oswego County is committed to the development and implementation of regular, effective education and training seminars is an integral part of the Compliance Program. Compliance education is divided into two general components. First, all Affected Individuals must receive an introduction to the Compliance Program. Second, those parties whose work is linked to identified risk areas should receive specialized compliance education pertaining to their function and responsibilities.

B. Compliance Education and Training Policy.

It is the Policy of Oswego County to ensure that all Affected Individuals receive formal training relating to the County's Compliance Program. The County shall ensure that all trainings are provided in a way that is accessible to all Affected Individuals and that they are in alignment with the required State and Federal laws, rules, and regulations.

It is the Policy of Oswego County to ensure that Affected Individuals in identified risk areas, and members of the Compliance Committee, County Administrator, the relevant Department Heads and Senior Management, receive more detailed education tailored to their function and responsibilities.

This Policy applies to all Affected Individuals. Successful completion of the training session is mandatory and a condition of continued employment, contract, appointment, or assignment with the County.

C. Compliance Education and Training Procedures:

1. The Compliance Officer is responsible for developing the compliance education curriculum and monitoring and ensuring that compliance training and orientation meet the Policy standards on this subject.
2. Compliance education and training seminars must include an explanation of the structure and operation of the Compliance Program. They will introduce the Compliance Officer and the roles and responsibilities of the Compliance Committee to Affected Individuals.
3. Compliance education and training seminars shall include, at a minimum, information on the following aspects of the Compliance Program:
  - a. Oswego County's Compliance Plan
  - b. Standards of Conduct, Ethics Code, Ethics Local Law and other related written guidance;
  - c. Federal False Claims Act;
  - d. New York False Claims Act;
  - e. Whistleblower Protections;
  - f. Risk areas and organizational experience;
  - g. The role and responsibilities of the Compliance Officer and the Compliance Committee;
  - h. Communications channels (name of Compliance Officer, reporting mechanisms, anonymous reporting mechanism);
  - i. Oswego County's expectations for reporting known or suspected fraud, waste, and abuse; illegal or unethical acts; actual or suspected violations of Federal or State laws and regulations; actual or suspected violations of the Standards of Conduct, the Compliance Program, and Oswego County's policies and procedures; improper acts in the delivery of billing of services; and other wrongdoing (collectively referred to as "compliance concerns" for the purposes of this policy);
  - j. How the County responds to reports of compliance concerns, including the investigation process and corrective actions;
  - k. Oswego County's disciplinary policy and standards;
  - l. Prevention of fraud, waste, and abuse; and
  - m. Non-retaliation and non-intimidation policy.

- n. Specialized areas for education will include, but are not limited to, the following risk areas:
  - i. Improper or fraudulent billing for services;
  - ii. Preparation of inaccurate or incorrect cost reports;
  - iii. Misuse of County funds;
  - iv. Payment or receipt of remuneration or gifts in return for referrals of service recipients or business contracts;
  - v. Medicaid requirements specific to the County's services and programs;
  - vi. Coding and billing requirements and best practices, if applicable;
  - vii. Claim development and the submission process, if applicable;
  - viii. Government and private payor reimbursement principles; and
  - ix. Government initiatives related to the services provided by the County, if applicable.
4. Comprehensive education materials will be developed to facilitate the compliance sessions and ensure that a consistent message is delivered to all Affected Individuals. Education protocols and materials must be standardized, so as to evidence that everyone attending a seminar receives the same instruction.
5. As part of their initial orientation, each employee, including the **Chief Executive** and other senior administrators, and **Board members** shall receive a training session within the first **(30?) days of** employment or association with the County. Each party will receive an introduction to County's Compliance Program and objectives, and written copies of the Standards of Conduct and Compliance Plan, and be provided access to Compliance Program policies and procedures. Each party will sign an acknowledgement form (attached to this Policy), or equivalent, that they are aware of and will abide by the Compliance Plan and Standards of Conduct.
6. All Affected Individuals shall receive training and/or education at least once per year that includes a review of the existing Compliance Plan, the Standards of Conduct, and any applicable policies and procedures. The session shall also address any changes in Federal or State laws and regulations.
7. All education and training relating to the Compliance Program shall be verified by attendance and a signed acknowledgement of receipt of training. Training records are to include the date, start and end time of the training, and the content of the material presented. The Compliance Officer shall maintain records of attendance for all training sessions.
8. Only properly trained individuals will be used to provide compliance education and training seminars. Compliance Program trainers must be knowledgeable of the
  - i. Compliance Plan;
  - ii. applicable Federal laws and regulations;
  - iii. relevant County policies/procedures;
  - iv. operations of the Compliance Program; and
  - v. content of the Standards of Conduct.

9. The Compliance Officer is responsible for coordinating with Management to ensure that specialized compliance education occurs in identified risk areas.
10. The Compliance Officer shall ensure that all contractors and vendors meeting the criteria below are provided with a copy of the Compliance Plan and the False Claims Act and Whistleblower Policy upon entering into a contractual agreement with the County.
11. Oswego County shall ensure that the Compliance Officer has sufficient opportunities to receive training on compliance issues. Compliance training will be secured and made available to new Compliance Officers as part of the orientation to the role.
12. The Compliance Officer is responsible for submitting periodic reports to the Compliance Committee and County Legislators on all education seminars related to the Compliance Program. This information will be trended and analyzed to evaluate and ensure that the County has an effective Compliance Program.
13. All education and/or training related to the Compliance Program will be incorporated into the County's training plan. The training plan shall, at a minimum, outline the subjects or topics for training and education, the timing and frequency of the training, which Affected Individuals are required to attend, how attendance will be tracked, and how the effectiveness of the training will be periodically evaluated. The training plan will be reviewed by the Compliance Officer and Compliance Committee and updated as needed, but at minimum on an annual basis.

D. Compliance Education Training Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Compliance Education Training Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

## **SECTION 7. CONFLICT OF INTEREST.**

### **A. Conflict of Interest Purpose.**

Pursuant to Not-for-Profit Law § 715, all employees and Board members of Oswego County have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy is established to ensure that services and business activities are conducted in an objective manner and are not motivated by a desire for personal or financial gain. The County Legislator is responsible for the implementation of the Conflict of Interest Policy. This Policy shall be read and implemented in conjunction with the County's Code of Ethics and Ethics Local Law.

### **B. Conflict of Interest Policy.**

It is the Policy of Oswego County to ensure that decisions about the County's operations are made to benefit the County when contemplating a transaction or arrangement that could benefit an officer, director, or employee.

1. Employees, officers, and Board members are required to disclose any actual or potential conflict of interest and seek guidance on how to handle the situation.
2. Conflict of Interest: Any situation in which financial or other personal considerations may compromise or appear to compromise:
  - a. an employee's business judgment;
  - b. delivery of services; or
  - c. ability for an employee to do his or her job.
3. An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for an immediate family member as a result of business dealings.
4. Business dealings with outside entities should not result in unusual gain for those entities, Oswego County, or an employee. Unusual gain refers to gifts, bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both or that would reasonably be determined to influence the employer, employee, or both.
5. The materials, products, designs, plans, ideas, and data are the property of the County and should never be given to an outside firm or individual without appropriate prior authorization from the Chief Executive. Any improper transfer of material or disclosure of information, even though it is not apparent that an employee has personally gained by such action, is prohibited.

6. Oswego County will not enter into a related party transaction unless the Board affirmatively determines that the transaction is fair, reasonable, and in the best interest of the Organization. A related party transaction means any transaction, agreement, or arrangement in which a related party has a financial interest.

C. Conflict of Interest Procedures:

1. Each employee will be provided with Oswego County's Conflict of Interest Policy, Ethics Code and Ethics Local Law, where applicable, as part of the new hire orientation process. Each employee shall sign a statement that affirms that the employee has:
  - i. Received a copy of the Conflict of Interest Policy;
  - ii. Read and understands the Policy; and
  - iii. Agreed to comply with the Policy.
2. Employees must disclose any potential conflicts of interest upon hire and when a potential conflict arises. The Employee completes the Conflict of Interest Disclosure Statement form (attached to this Policy) to record an actual or potential conflict of interest upon hire and when a potential conflict arises. Completed forms are to be forwarded to and retained by the Compliance Officer.
3. Key employees (members of senior leadership), the Chief Executive, officers, and Board members must complete a Conflict of Interest Disclosure Statement upon hire or prior to being seated (voted on for approval) and annually thereafter in order to report any actual or potential conflict of interest. Such annual statement shall not exempt any key employee, officer, or Board member from disclosing a potential conflict of interest pursuant to Procedure #11 below. The Compliance Officer shall provide copies of all completed Conflict of Interest Disclosure Statements by department heads, directors, senior management, officers, and County Legislators to the Chair of Legislature.
4. An employee with questions or concerns about a potential conflict of interest shall promptly address the issue with appropriate Management staff and/or the Compliance Officer. Management staff shall consult with the Compliance Officer before responding to a concern or question about a potential conflict of interest.
5. Department heads, directors, senior management, officers, and County Legislators are expected to avoid actions that could be perceived or interpreted as being in conflict with the best interest of the County.
6. Actual or potential conflicts of interest must be disclosed to appropriate management personnel and the Compliance Officer. Employees who may be involved in any County's business transaction in which there is an actual or potential conflict of interest will promptly notify their immediate supervisor and Compliance Officer. Upon receipt of such notification, the Compliance Officer shall promptly notify the Compliance Committee Chair.

7. The completed Conflict of Interest Disclosure Statements are reviewed by the Compliance Officer and Compliance Committee and, if necessary, appropriate actions and adjustments are made to avoid possible conflicts of interest. The Compliance Officer will report significant concerns regarding the Conflict of Interest Disclosure Statements to the Compliance Committee and the Chair of the Legislature.
8. The Compliance Officer will maintain a written record of any report of potential conflict of interest and of any adjustments made to avoid potential conflicts of interest.
9. The Chair of the Legislature, after receiving information about a potential conflict of interest, will take such action as is necessary to ensure that the transaction is completed in the best interest of County without the substantive involvement or influence of the person with the potential conflict of interest.
10. Department heads, directors, senior management, officers, and County Legislators who have a direct or indirect interest in a related party transaction must disclose, in good faith, such interest to the Board or Committee considering the transaction and the material facts concerning such interest.
11. Department heads, directors, senior management, officers, and County Legislators who have a direct or indirect interest in a related party transaction may not be present or otherwise participate in any Board or Committee deliberations or voting concerning the transaction; however, such individuals may present information concerning a related party transaction prior to the commencement of deliberations or voting.
12. Prior to entering into a related party transaction, the Board or Committee must consider alternatives, to the extent available, that would not be a related party transaction.
13. The Board or Committee must approve the related party transaction by not less than a majority vote of those present at the meeting.
14. The Board or Committee must contemporaneously document, in writing, the basis for its approval of the related party transaction, including its consideration of alternatives to the related party transaction.
15. Board or Committee members with conflicts will absent themselves from the discussion/deliberation and vote on the item/circumstance that the Board or Committee members has identified as a conflict. The meeting minutes shall indicate when the member left the room, that the discussion and vote, if any, occurred, and then that the member was invited to return to the meeting. If any member with a conflict does not excuse themselves from the meeting, the Chair of such Board, Committee, or Legislature shall ask the member to leave the room. The existence and resolution of the conflict, if any, must be documented.
16. Board or Committee members are strictly prohibited from any attempt to influence the discussion, deliberations, or vote on any subject that relates to the member's conflict.

17. Employees must seek guidance and approval from appropriate Management personnel prior to pursuing any business or personal activity that may constitute a conflict of interest.
18. Outside employment may not interfere with an employee's ability to perform their job with the County. In addition, County employees may not compete against the County, work for its competitors, or have any ownership interest in a competitor.
19. The Compliance Officer shall document the existence and resolution of any conflict in the County's records, including putting in the minutes of any meeting at which a conflict was discussed and voted upon.
20. The Compliance Officer will investigate any violations of this Policy.

D. Conflict of Interest Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Conflict of Interest Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

## **SECTION 8. DISCIPLINE AND ENFORCEMENT OF COMPLIANCE STANDARDS.**

A. Discipline and Enforcement of Compliance Standards: Purpose.

Pursuant to Social Services Law §363-d and 18 NYCRR Part 521, Oswego County is committed to conducting its business ethically and in conformance with all Federal and State laws, regulations, interpretations thereof, and the County's Standards of Conduct. To support this commitment, Oswego County has developed procedures for disciplinary

actions to be taken for illegal or unethical acts; violations of Federal or State laws and regulations; violations of the Standards of Conduct, the Compliance Program, and Oswego County's policies and procedures; improper acts in the delivery or billing of services; and other wrongdoing (collectively referred to as "compliance violations" for purposes of this Policy) by Affected Individuals.

B. Discipline and Enforcement of Compliance Standards: Policy.

It is the Policy of Oswego County to ensure that:

1. Affected Individuals who, upon investigation, are found to have committed compliance violations will be subject to appropriate disciplinary action, up to and including termination of employment, contract, assignment, or appointment with Oswego County.
2. The following actions shall result in disciplinary action:
  - i. Authorization of or participation in actions that violate Federal or State laws, regulations, the Compliance Program, Standards of Conduct, or any related policies and procedures;
  - ii. Failure to comply with the Organization's policies governing the prevention, detection, or reporting of fraud and abuse;
  - iii. Falsification of records;
  - iv. Submitting or causing to submit a false claim;
  - v. Failure to report a violation by a peer or subordinate;
  - vi. Failure to cooperate with an investigation; and/or
  - vii. Retribution, retaliation, or intimidation against a person for reporting a possible compliance violation or participating in an investigation.
3. The County shall apply progressive discipline consistent with the violation. Examples of such disciplinary action that may be taken in accordance with the nature and scope of the infraction include but are not limited to:
  - i. verbal counseling or warning;
  - ii. counseling with written warning;
  - iii. retraining;
  - iv. reassignment or demotion;
  - v. suspension without pay; and/or
  - vi. termination of employment, contract, assignment, or appointment.

The County will consider intentional or reckless behavior as being subject to more significant disciplinary action.

4. The Compliance Officer shall be responsible for assuring that disciplinary actions related to compliance violations are consistent with actions taken in similar instances of noncompliance and that the same disciplinary action applies to all levels of Affected Individuals.

C. Discipline and Enforcement of Compliance Standards: Procedures.

1. All reports of compliance violations are to be reported to the Compliance Officer in accordance with the Reporting and Investigation of Compliance Concerns Policy and Procedure. In any alleged violation, Legal counsel may be consulted, as appropriate.
2. To the extent possible, disciplinary action for employees will be taken in accordance with the County's Human Resource Manual or Collective Bargaining Agreement, where applicable.
3. When the determination is made that a compliance violation by an Affected Individual has occurred, the Compliance Officer will notify the Compliance Committee, County Administrator, the appropriate department head or director, and/or the employee's direct supervisor.
4. When the determination is made that a compliance violation by a department head or director, senior management, or County Legislator has occurred, the Compliance Officer will notify the County Administrator and the Chair of the Legislature. If the Chair of the Legislature is implicated in the violation, the Compliance Officer and County Administrator will work with the Committee Compliance to determine and execute appropriate disciplinary action.
5. When the determination is made that a compliance violation by the County Administrator has occurred, the Compliance Officer will notify the Chair of the Legislature in order to determine and execute appropriate disciplinary action.
6. When the determination is made that a compliance violation occurred involving a contractor or vendor, the Compliance Officer will notify the County Administrator and relevant department head or director and work collaboratively to determine and execute the appropriate corrective action.
7. If appropriate, the Compliance Officer may notify the County Legislature or the Compliance Committee prior to the next regularly scheduled meeting when a full report of compliance-related disciplinary actions would normally be presented.
8. The Compliance Officer and Director of Human Resources will work in collaboration with the appropriate supervisor/manager in determining and executing the disciplinary action related to a compliance violation by an employee. The Compliance Officer shall have the discretion to recommend a disciplinary process other than the normal procedure.
9. The Compliance Officer and/or Director of Human Resources shall consult with the Compliance Committee, the County Administrator, and legal counsel, as necessary to determine the appropriate disciplinary action to be taken.
10. Discipline will be appropriately documented in the disciplined employee's personnel file, along with a written statement of reason(s) for imposing such

discipline. Such documentation will be considered during the employee's regular and promotional evaluations.

11. The Compliance Officer will maintain a written record of all disciplinary actions taken against Affected Individuals, including verbal warnings, and will reference these records when necessary to ensure consistency in the application of disciplinary measures.
12. The Compliance Officer shall maintain a record of all disciplinary actions, including verbal warnings, taken against Affected Individuals related to compliance violations and report regularly to the Compliance Committee and not less than annually to the County Legislature regarding such actions.
13. The Compliance Officer will reference the record of disciplinary actions as necessary to ensure consistency in the application of disciplinary measures related to compliance violations.
14. The Compliance Officer will ensure that the disciplinary procedures are disseminated to all Affected Individuals and that these individuals have received relevant training in accordance with the Organization's training plan.

D. Discipline and Enforcement of Compliance Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Discipline and Enforcement of Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 9. EXCLUSION AND SANCTION SCREENING.**

A. Exclusion and Sanction Screening Purpose:

Oswego County is committed to maintaining high quality care and service as well as integrity in its financial and business operations. Therefore, all necessary steps will be taken by Oswego County to ensure that it does not employ, contract with, or conduct business with an individual or entity excluded from participation in federally-funded healthcare programs, such as Medicare and Medicaid.

B. Exclusion and Sanction Screening Policy:

1. It is the policy of Oswego County not to employ, contract with, or conduct business with an individual or entity excluded from participation in federally-funded healthcare programs, such as Medicare and Medicaid.
2. It is the policy of Oswego County that all County employees including the County Administrator and senior leadership, interns, and County Legislators have an affirmative responsibility to notify the Compliance Officer promptly if charged with a criminal offense related to healthcare or proposed or found to be subject to exclusion from federal healthcare programs.
3. It is the policy of Oswego County to conduct exclusion (sanction) screening of all current and proposed employees including the County Administrator and senior leadership, interns, and County Legislators.
4. It is the policy of Oswego County to verify that contractors, as defined by this Policy, who provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the federal healthcare programs.
5. It is the policy of Oswego County to verify that any physician or other healthcare practitioner ordering, authorizing, or prescribing goods or services under a federally-funded healthcare program, such as Medicare or Medicaid, has not been excluded from participation from federal healthcare programs.

C. Exclusion and Sanction Screening Procedures.

1. *Applicable to Employees, Interns, and Board Members:*

- a. Oswego County will conduct exclusion checks to verify that all employees including the County Administrator and senior leadership, interns, and County Legislators have not been excluded from federal healthcare programs. An exclusion check is a search of the following sources to determine if the individual's name appears on any of the lists:
  - i. U. S. Department of Health and Human Services, Office of Inspector General's (OIG) List of Excluded Individuals and Entities (LEIE) available on the website at <http://exclusions.oig.bhs.gov>
  - ii. The System for Award Management (SAM) available on the SAM website at <https://www.sam.gov>

- iii. For New York Agencies only: NYS Medicaid Fraud Database available on the NYS Office of Medicaid Inspector General (OMIG) website at <https://omig.ny.gov/medicaidfraud/medicaid-exclusions>
  - iv. For Medicaid Managed Care Organizations (MMCO) only: MMCOs will be responsible for utilizing any other list or database that is required within their contract(s).
- 
- b. An exclusion check will be performed on all applicants for employment as part of the preemployment screening process. All names used by the applicant will be obtained and utilized as part of the exclusion screening process. If the exclusion check indicates that any individual has been excluded from federal healthcare programs, the applicant will not be offered employment.
  - c. An exclusion check will be performed for potential department heads or directors and senior management, and as part of the screening process. All names used by the potential employee will be obtained and utilized when conducting the exclusion screening. If the exclusion check indicates that a potential department heads or directors and senior management has been excluded from federal healthcare programs, the individual will not be considered for such position.
  - d. An exclusion check will be performed on all interns as part of the screening process. All names used by the intern will be obtained and utilized when conducting the exclusion screening. If the exclusion check indicates that the intern has been excluded from federal healthcare programs, the intern will not be offered an internship.
  - e. The Human Resource Director will maintain an updated list of employees in an approved format and will make the list available to the personnel responsible for exclusion screening of such parties.
  - f. The Compliance Officer will ensure that exclusion screening is conducted on all employees at least every 30 days thereafter. All names used by the parties will be utilized when the exclusion screening is conducted.
  - g. Any potential matches identified in the ongoing exclusion screening process for employees, interns, and Board members will be reviewed and resolved by the Compliance Officer. The excluded party will be immediately relieved from duty and the Compliance Officer will consult with legal counsel in the event the Organization has been reimbursed for services from the excluded party.
  - h. The exclusion will be reported as a violation of the Compliance Program and investigated and reported in accordance with the Reporting and Investigation of Compliance Concerns Policy and Procedure.
  - i. If any employee is charged with a criminal offense related to healthcare or is proposed or found to be subject to exclusion from federal healthcare programs, they

must be removed from direct responsibility or involvement in any federally funded healthcare program while the matter is pending. If the matter results in conviction or exclusion, Oswego County will immediately terminate the County's relationship with the employee.

- j. In addition to exclusion screening, the credentials of medical/healthcare and other professionals employed by Oswego County will be verified with appropriate licensing and disciplining authorities, including any adverse actions taken against the individuals that might impair their performance of duties on behalf of the County. The process is applicable to all employees for which license/certification is required for their duties. The verification will be conducted as part of the hiring process and at least annually thereafter.

2. *Applicable to Contractors:*

- a. The County personnel responsible for negotiating or securing contracts shall conduct exclusion checks prior to entering an agreement with a contractor, as defined by this Policy. An exclusion check is a search of the following sources to determine if the individual's or entity's name appears on any of the lists:
  - i. U. S. Department of Health and Human Services, Office of Inspector General's (OIG) List of Excluded Individuals and Entities (LEIE) available on the website at <http://exclusions.oig.hhs.gov>
  - i. The System for Award Management (SAM) available on the SAM website at <https://www.sam.gov>
  - ii. For New York Agencies only: NYS Medicaid Fraud Database available on the NYS Office of Medicaid Inspector General (OM IG) website at <https://omig.ny.gov/medicaidfraud/medicaid-exclusions>
  - iii. For MMCOs only: MMCO swill be responsible for utilizing any other list or database that is required within their contract(s).
- b. If the exclusion check indicates that a contractor has been excluded from federal healthcare programs, the contract will not be executed until a determination is made by the Compliance Officer as to whether the contract pertains to activities subject to the prohibition on participation by excluded entities.
- c. The relevant Department head or director shall maintain an up-to-date list of contractors in an approved format and will make the list available to the personnel responsible for exclusion screening of such parties.
- d. The Compliance Officer will ensure that an exclusion check of contractors is conducted prior to entering into a business contract with the contractor and at least every 30 days thereafter.
- e. Any matches identified in the ongoing exclusion screening process for contractors will be reviewed and resolved by the Compliance Officer. If the exclusion check indicates that a contractor has been excluded from federal healthcare programs, the

Compliance Officer will make a determination as to whether the contract pertains to activities subject to the prohibition on participation by excluded entities. The contract will be immediately terminated if the goods or services are subject to the prohibition on participation by excluded entities.

- f. The Compliance Officer will consult with legal counsel if the County has been reimbursed for goods or services from the excluded individual or entity.
  - g. The indicated exclusion will be reported as a violation of the Compliance Program and investigated and reported in accordance with the Reporting and Investigation of Compliance Concerns Policy and Procedure.
  - h. The Compliance Officer, in conjunction with the relevant Department head or director, shall ensure that all contracts entered into by the County will contain a certification that the federal or state government does not exclude the contractor, its employees, or subcontractors.
3. *Applicable to Ordering/Prescribing Physicians and Other Healthcare Practitioners:*
- a. Oswego County will ensure that an initial exclusion check is conducted on each physician and healthcare practitioner who authorizes, prescribes, or orders goods or services funded by Medicaid, Medicare, or other federally-funded healthcare programs. An exclusion check is a search of the following sources to determine if the party's name appears on any of the lists:
    - i. U. S. Department of Health and Human Services, Office of Inspector General's (OIG) List of Excluded Individuals and Entities (LEIE) available on the website at <http://exclusions.oig.hhs.gov>
    - ii. The System for Award Management (SAM) available on the SAM website at <https://www.sam.gov>
    - iii. For New York Agencies only: NYS Medicaid Fraud Database available on the NYS Office of Medicaid Inspector General (OMIG) website at <https://omig.ny.gov/medicaidfraud/medicaid-exclusions>
  - b. Any County department or program providing healthcare services that require an authorization, order, or prescription by a physician or other healthcare practitioner will ensure that an initial exclusion check is conducted on each physician or practitioner who authorizes, orders, or prescribes goods or services reimbursed by Medicaid, Medicare, or other federally funded healthcare programs.
  - c. The department or program will maintain an up-to-date list of physicians and practitioners who authorize, order, or prescribe Medicaid, Medicare, or other federally-funded healthcare program services. The list will be maintained in an approved manner and be made available to the personnel responsible for the exclusion screening of such parties.

- d. The Compliance Officer will ensure that an exclusion check of all physicians and practitioners who authorize, order, or prescribe healthcare goods or services provided by the County is conducted at least every 30 days.
- e. Any matches identified in the ongoing exclusion screening process for physicians and practitioners will be reviewed and resolved by the Compliance Officer. If the exclusion check indicates that a physician or practitioner has been excluded from federal healthcare programs, the services or goods will not be billed to Medicaid, Medicare, or other federally-funded healthcare programs. The Compliance Officer will consult with legal counsel if the County has been reimbursed for goods or services authorized, ordered, or prescribed by an excluded physician or practitioner.
- f. The indicated exclusion will be reported as a violation of the Compliance Program and investigated and reported in accordance with the Reporting and Investigation of Compliance Concerns Policy and Procedure.

4. *Monitoring for Compliance with Policy:*

- a. The Compliance Officer shall ensure the results of all exclusion checks are maintained for a period of at least six years.
- b. The Compliance Officer is responsible for monitoring this Policy for compliance and reporting results quarterly to the Compliance Committee and the County Legislature, along with any recommendations for remedial actions or improvements to the program.
- c. An annual audit of employment applications, appointments, and contractors (as defined by this Policy) with which Oswego County enters into a contractual relationship will be conducted by the Compliance Officer to verify that this policy is enforced. A report of this audit will be made to the Compliance Committee and Board, along with any recommendations for remedial actions or improvements to the process as part of the annual compliance report.

D. Exclusion and Screening Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Exclusion and Screening Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with

County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 10. FALSE CLAIMS ACT AND WHISTLEBLOWER PROTECTIONS.**

A. False Claims Act and Whistleblower Protections Purpose.

Oswego County is committed to prompt, complete, and accurate billing of all services provided to service recipients. Oswego County and its employees and contractors shall not make or submit any false or misleading entries on any claim forms. No employee or contractor shall engage in any arrangement or participate in such arrangement at the direction of another person, including any supervisor or manager, that results in the submission of a false or misleading entry on claims forms or documentation of services that result in the submission of a false claim.

This policy applies to all employees, including the County Administrator, department heads or directors, senior management and contractors.

B. False Claims Act and Whistleblower Protections Policy.

It is the policy of Oswego County to detect and prevent fraud, waste, and abuse in Federal and State healthcare programs. This Policy explains the Federal False Claims Act (31 U.S.C. SS 3729 — 3733), the Administrative Remedies For False Claims (31 USC Chapter 38 553801-3812), the New York State False Claims Act (State Finance Law SSI 87-194), and other New York State laws concerning false statements or claims and employee protections against retaliation for reporting. This policy also sets forth the procedures that Oswego County has put into place to prevent any violations of Federal or New York State laws regarding fraud, waste, or abuse in its healthcare programs. (Refer to the appendix entitled "Overview of Relevant Laws" for further information.)

C. False Claims Act and Whistleblower Protections Procedure.

1. Oswego County shall provide training and/or education in this policy and procedure to all Committee members, all employees including the County Administrator, department heads or directors and senior leadership, and contractors, as defined herein.

2. Training and/or education in this Policy will be provided to all employees as part of the new employee orientation.
3. Training and/or education in this Policy will be provided to all Committee Members and to new Committee members as part of Committee orientation.
4. The Compliance Officer will ensure that all employees including County Administrator, department heads or directors and senior leadership, and contractors receive training and/or education related to the contents of this Policy and the False Claims Act. The Compliance Officer will ensure that records are maintained to document the receipt of training.
5. The Compliance Officer will ensure that this Policy is attached to any contract with a contractor as defined by this Policy.
6. The prevention of fraud, waste and abuse, Oswego County requires compliance with the following requirements related to the provision of service(s) and claims for reimbursement:
  - a. All service documentation, records, and reports are prepared timely, accurately, and honestly;
  - b. All documentation supporting claims for service is complete and maintained in accordance with regulatory requirements and the County's policies;
  - c. All claims submitted to any government or private healthcare program are accurate and comply with all Federal and State laws and regulations and payer requirements;
  - d. Claims are only submitted for medically necessary services provided by eligible providers;
  - e. All claims are properly documented and accurately coded; and
  - f. Billing errors are promptly identified, and any payments received in error are promptly returned to the payer.
7. Any employee or contractor who has any reason to believe that anyone is engaging in false billing practices, false documentation of services, and other non-compliance related to service provision and billing is expected to report the practice to the Compliance Officer in accordance with the Reporting and Investigation of Compliance Concerns Policy.
8. Any form of retribution, intimidation, and/or retaliation against any party who reports, in good faith, a perceived problem or concern regarding the provision or billing of services is strictly prohibited.
9. Any employee or contractor who commits or condones any form of retribution, intimidation, or retaliation will be subject to discipline up to, and including, termination of employment or contract.
10. Oswego County will perform billing activities in a manner consistent with the regulations and requirements of third-party payers, including Medicaid, Medicare, and other Federal healthcare programs.

11. Oswego County will conduct regular auditing and monitoring procedures as part of its efforts to ensure compliance with applicable regulations.

12. Oswego County will report and refund all overpayments to Medicaid and Medicare within 60 days of identification of the overpayment in accordance with the Billing Errors, Overpayments, and Self-Disclosure Policy.

D. False Claims Act and Whistleblower Protections Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. False Claims Act and Whistleblower Protections Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 11. OVERVIEW OF RELEVANT LAWS RELATED TO FALSE CLAIMS ACT (STATE AND FEDERAL).**

A. The False Claims Act (31 USC Chapter 37, 3729-3733)

1. The False Claims Act is a Federal law designed to prevent and detect fraud, waste, and abuse in Federal healthcare programs, including Medicaid and Medicare. Under the False Claims Act, anyone who "knowingly" submits false claims to the Federal Government is liable for damages up to three times the amount of the erroneous payment plus mandatory penalties of approximately \$12,000 to \$25,000 for each false claim submitted.
2. The law was revised in 1986 to expand the definition of "knowingly" to include a person who:
  - i. Has actual knowledge of falsity of information in the claim;

- ii. Acts in deliberate ignorance of the truth or falsity of the information in the claim; and
  - iii. Acts in reckless disregard of the truth or falsity of the information in a claim.
- 3. False Claims suits can be brought against individuals and entities. The False Claims Act does not require proof of a specific intent to defraud the Government. Providers can be prosecuted for a wide variety of conduct that leads to the submission of a false claim. Examples include, but are not limited to, the following:
  - i. Knowingly making false statements;
  - ii. Falsifying records;
  - iii. Submitting claims for services never performed or items never furnished; Double-billing for items or services;
  - iv. Upcoding;
  - v. Using false records or statements to avoid paying the Government; Falsifying time records used to bill Medicaid; or
  - vi. Otherwise causing a false claim to be submitted.

4. *Whistleblower or "Qui Tam" Protections:*

In order to encourage individuals to come forward and report misconduct involving false claims, the False Claims Act contains a "Qui Tam" or whistleblower protection.

The United States Government, or an individual citizen acting on behalf of the United States Government, can bring actions under the False Claims Act. An individual citizen, referred to as a whistleblower or "Relator," who has actual knowledge of allegedly false claims may file lawsuit on behalf of the United States Government. If the lawsuit is successful, and provided certain legal requirements are met, the whistleblower may receive an award ranging from 15% - 30% of the amount recovered.

More information can be found at [31 USC 3730: Civil actions for false claims \(house.gov\)](#)

5. *Employee Protections.*

The False Claims Act prohibits discrimination by Oswego County against any employee for taking lawful actions under the False Claims Act. Any employee who is discharged, demoted, harassed, or otherwise discriminated against because of lawful acts by the employee in False Claims actions is entitled to all relief necessary to make the employee whole. Such relief may include reinstatement, double back pay, and compensation for any special damages, including litigation costs and reasonable attorney fees.

More information can be found at [31 USC 3729: False claims \(house.gov\)](#).

6. *Administrative Remedies for False Claims (31 USC Chapter 38, 553801-3812).*

The Federal False Claims Act allows for administrative recoveries by Federal agencies including the Department of Health and Human Services, which operates the Medicare and Medicaid Programs. The law prohibits the submission of a claim or written statement that the person knows or has reason to know is false, contains false information, or omits material information. The Federal agency receiving the claim may impose a monetary penalty of up to \$5,500 per claim and damages of twice the amount of the original claim.

Unlike the False Claims Act, a violation of this law occurs when a false claim is submitted, not when it is paid.

More information can be found at 31 USC Chapter 38 - Administrative Remedies for False Claims and Statements.

B. New York State Laws: Civil and Administrative Laws.

1. *New York State False Claims Act (State Finance Law §§187-194).*

The New York State False Claims Act closely tracks the Federal False Claims Act. It imposes fines on individuals and entities that file false or fraudulent claims for payment from any State or local government, including healthcare programs such as Medicaid. The penalty for filing a false claim is **\$6,000 - \$12,000** per claim and the recoverable damages are between two and three times the value of the amount falsely received. In addition, the false claim filer may be responsible for the government's legal fees.

The New York State Government, or an individual citizen acting on behalf of the Government (a "Relator"), can bring actions under the New York State False Claims Act. If the suit eventually concludes with payments back to the government, the party who initiated the case can recover 15% - 30% of the proceeds, depending upon whether the government participated in the suit.

The New York State False Claims Act prohibits discrimination against an employee for taking lawful actions in furtherance of an action under the False Claims Act. Any employee who is discharged, demoted, harassed, or otherwise discriminated against because of lawful acts by the employee in furtherance of an action under the False Claims Act is entitled to all relief necessary to make the employee whole.

More information can be found at:

<http://public.leginfo.state.ny.us/lawssrch.cqi?NVLWO>; under FIS/Financial Services Law.

2. *Social Service Law §145-b: False Statements.*

It is a violation to knowingly obtain or attempt to obtain payment for items or services furnished under any Social Services program, including Medicaid, by use of a false statement, deliberate concealment, or other fraudulent scheme or device. The State or the local Social Services district may recover up to three times the amount of the incorrectly paid claim. In the case of nonmonetary false statements, the local Social Service district or State may recover three times the amount incorrectly paid. In addition, the Department of Health may impose a civil penalty of up to \$2,000 per violation. If repeat violations occur within five years, a penalty up to \$7,500 may be imposed if they involve more serious violations of the Medicaid rules, billing for services not rendered, or providing excessive services.

More information can be found at

<http://public.leginfo.state.nv.us/lawssrch.cqi?NVLWO:> under SOS/Social Services.

If any person applies for, or receives, public assistance, including Medicaid, by intentionally making a false or misleading statement, or intending to do so, the person's and the person's family needs are not taken into account for a period of six months to five years, depending upon the number of offenses.

More information can be found at

<http://public.leginfo.state.ny.us/lawssrch.cqi?NVLWO:> under SOS/Social Services.

#### C. New York State Laws: Criminal Laws

##### 1. *Social Service Law §145: Penalties.*

Any person who submits false statements or deliberately conceals material information in order to receive public assistance, including Medicaid, is guilty of a misdemeanor.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cqi?NVLWO:> under SOS/Social Services.

##### 2. *Social Service Law §366-b: Penalties for Fraudulent Practices.*

Any person who, with intent to defraud, presents for payment any false or fraudulent claim for furnishing services or merchandise, knowingly submits false information for the purpose of obtaining Medicaid compensation greater than that to which they are legally entitled to, or knowingly submits false information in order to obtain authorization to provide items or services shall be guilty of a Class A misdemeanor.

Any person who obtains or attempts to obtain, for himself or others, medical assistance by means of a false statement, concealment of material facts, impersonation, or other fraudulent means is guilty of a Class A misdemeanor.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cqi?NVLWO:> under SOS/Social Services.

3. *Penal Law Article 155: Larceny.*

The crime of larceny applies to a person who, with intent to deprive another of property, obtains, takes, or withholds the property by means of a trick, embezzlement, false pretense, false promise, including a scheme to defraud, or other similar behavior. This law has been applied to Medicaid fraud cases.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO:> under PEN/Penal.

4. *Penal Law Article 175: Written False Statements.*

There are four crimes in this Article that relate to filing false information or claims. Actions include falsifying business records, entering false information, omitting material information, altering an organization's business records, or providing a written instrument (including a claim for payment) knowing that it contains false information. Depending upon the action and the intent, a person may be guilty of a Class E felony.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO:> under PEN/Penal.

5. *Penal Law Article 177: Health Care Fraud.*

This Article establishes the crime of Health Care Fraud. A person commits such a crime when, with the intent to defraud Medicaid (or other health plans, including non-governmental plans), they knowingly provide false information or omits material information for the purpose of requesting payment for a healthcare item or service and, as a result of the false information or omission, receives such a payment in an amount to which they are not entitled. Prosecution under Health Care Fraud is determined by the amount of payment inappropriately received.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO:> under PEN/Penal.

6. *Labor Law §740.*

An employer may not take any retaliatory personnel action against an employee if the employee discloses information about the employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official. This law offers protection to an employee who:

- i. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy, or practice of the employer that is in violation of law, rule, or regulation that presents a substantial and specific danger to the public health or safety;

- ii. Provides information to, or testifies before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the employer; or
- iii. Objects to, or refuses to participate in, any such activity, policy, or practice in violation of a law, rule, or regulation.

The employee's disclosure is protected under this law only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, with certain exceptions. The law allows employees who are the subject of a retaliatory action to bring a suit in State court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees.

More information can be found at <http://public.lcinfo.state.ny.us/lawssrch.cgi?NVLWO:under LAB/Labor>.

#### *7. Labor Law §741.*

Under this law, a healthcare employer may not take any retaliatory action against an employee if the employee discloses certain information about the employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official. Protected disclosures are those that assert that, in good faith, the employee believes constitute improper quality of patient care or improper quality of workplace safety.

This law offers protection to an employee who:

- i. Discloses or threatens to disclose to a supervisor, to a public body, to a news media outlet, or to a social media forum available to the public at large, an activity, policy, or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety; or
- ii. Objects to, or refuses to participate in any activity, policy, or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety.

The employee's disclosure is protected under this law only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, unless the danger is imminent to the public or patient and the employee believes in good faith that reporting to a supervisor would not result in corrective action.

Certain exceptions apply, such as, if the employer takes a retaliatory action against the employee, the employee may sue in State court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees. If the employer is a healthcare provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.

More information can be found at <http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO:> under LAB/Labor.

### **SECTION 13. REPORTING AND INVESTIGATION OF COMPLIANCE CONCERNS.**

#### **A. Reporting and Investigation of Compliance Concerns Purpose:**

Oswego County recognizes that a critical aspect of its Compliance Program is the establishment of a culture that promotes prevention, detection, and resolution of instances of conduct that do not conform to Federal and State requirements, the County's ethical and business policies, and fraud, waste, and abuse prevention.

To promote this culture, Oswego County has established processes to encourage effective communication and the reporting of compliance questions, issues, concerns, or events that will result in a thorough investigation and appropriate remedial actions.

#### **B. Reporting and Investigation of Compliance Concerns Policy:**

Pursuant to Social Services Law §363-d and 18 NYCRR Part 521, it is the Policy of Oswego County to maintain a formal confidential and anonymous compliance reporting process to encourage the reporting of any known or suspected fraud, waste, and abuse; illegal or unethical acts; actual or suspected violations of Federal or State laws and regulations; actual or suspected violations of the Standards of Conduct, the Compliance Program, and Oswego County's policies and procedures; improper acts in the delivery or billing of services; and other wrongdoing (collectively referred to as "compliance concerns" for purposes of this Policy). It is the Policy of Oswego County to fully and promptly investigate all reports of any compliance concerns and take appropriate remedial and/or disciplinary action upon completion of the investigation.

#### **C. Reporting and Investigation of Compliance Concerns Procedures:**

##### ***1. Reporting Process:***

- i. All Affected Individuals have an affirmative duty and responsibility to promptly report any compliance concerns.
- ii. An "open-door policy" will be maintained at all levels of Management to encourage the reporting of problems and compliance concerns through normal business channels and appropriate levels of the County for timely and effective resolution. The County recognizes there may be situations where such reporting is impractical or inappropriate. In those instances, direct access to various levels of Management may be more appropriate.
- iii. Oswego County encourages all Affected Individuals, service recipients, vendors, and any party conducting business with it to promptly communicate questions, issues, or compliance concerns through any one of the following means:

1. Direct written or oral communication by fax, mail, email, telephone, or personal contact to the immediate supervisor, a member of Management, the County Administrator, a member of the Compliance Committee, or the Compliance Officer.
  2. Confidentially or anonymously to the Compliance Officer through the Compliance Hotline (or other title or anonymous reporting mechanism). If the reporter elects to make the report anonymously to the Compliance Officer, no attempt will be made to trace the source of the report or identify the person making the report.
- iv. If the compliance concern is about the Compliance Officer, the County Administrator and the County Attorney shall be notified.
  - v. If the Compliance Officer receives a concern related to the County Administrator, then Compliance Officer shall report such information to the Chair of the County Legislature and the County Attorney.
  - vi. If a Compliance Committee member has knowledge of a compliance concern as defined by this Policy, the Compliance Officer and the County Administrator are to be notified. If such concern is about the County Administrator, the Compliance Officer, the Chair of the County Legislature and the County Attorney are to be notified.
  - vii. Employees have the same obligations for reporting suspected compliance concerns committed by the County's vendors or contractors.
  - viii. Affected Individuals cannot exempt themselves from the consequences of their own misconduct by reporting the issue, although self-reporting may be considered a mitigating factor in determining possible sanctions.
  - ix. Strict confidentiality regarding the reporting of compliance concerns will be maintained unless the matter is subject to a disciplinary proceeding, referred to or under investigation by Federal, State, or local law enforcement, or should the disclosure be required during a legal proceeding. Those staff assigned to complete any investigation of a compliance concern shall treat the investigation as entirely confidential and shall reveal no details or discuss the content or status of the investigation with County staff or any other party except as may be directed by the Compliance Officer or legal counsel. Failure of staff to respect the confidentiality of any investigation of a compliance concern may be grounds for disciplinary action up to and including termination of employment.
  - x. The Compliance Officer shall ensure that all reports of compliance concerns as defined by this Policy are recorded on the Compliance Concern Report Form (attached to this Policy) and tracked on the Compliance Concern and Investigation Log (attached to this Policy).

- xi. Any member of Management who receives a report of a compliance concern will immediately notify the Compliance Officer and complete a Compliance Concern Report Form. The completed Form will be promptly forwarded to the Compliance Officer.
  - xii. Knowledge of a violation or potential violation of this Policy must be reported directly to the Compliance Officer or the Compliance Hotline (or other title or anonymous reporting mechanism).
  - xiii. Affected Individuals who report issues or concerns that are unrelated to the Compliance Program shall be redirected to the appropriate department or party. In instances where the Affected Individual seeks confidentiality or reports anonymously, the Compliance Officer shall redirect the report to the appropriate department or party while maintaining the request for confidentiality/anonymity.
  - xiv. Oswego County strictly prohibits all employees from engaging in any act, conduct, or behavior that results in, or is intended to result in, retribution, retaliation or intimidation (hereafter, collectively referred to as "retaliation") against any party for reporting compliance concerns as defined by this Policy.
  - xv. If an Affected Individual believes in good faith that they have been retaliated against for reporting a compliance concern or for participating in any investigation of such a report, the retaliation should be immediately reported to the Compliance Officer or the Compliance Hotline (or other title or anonymous reporting mechanism). The report should include a thorough account of the incident(s) and should include the names, dates, specific events, the names of any witnesses, and the location or name of any document that supports the alleged retaliation.
  - xvi. The Compliance Officer will ensure that the means for reporting actual or suspected compliance concerns to the Compliance Officer are communicated to all Affected Individuals and service recipients. The Compliance Officer's contact information and Compliance Hotline number (or other anonymous mechanism) will be published on the County's website and visibly posted in a manner consistent with employee notification in locations frequented by County employees.
  - xvii. The Compliance Officer's contact information and the Compliance Hotline number (or other anonymous mechanism) shall be provided to all Medicaid recipients of service.
2. *Investigation and Resolution:*
- i. It is the responsibility of the Compliance Officer to conduct or oversee the conduction of all internal investigations involving compliance concerns and shall have the authority to engage legal counsel or other consultants, as needed. The Compliance Officer, in conjunction with the County Administrator and legal counsel, will consider whether the investigation should be conducted under purview of attorney/client privilege.

- ii. Before conducting an investigation of any compliance concern as defined by this Policy, the Compliance Officer shall ensure a full understanding of the relevant laws, regulations, and government issuances. If a reported violation is related to improper billing, the Compliance Officer will consider the need for an audit of billing practices and determine the scope of interviews.
- iii. If deemed appropriate, the Compliance Officer will recommend the cessation of internal activities that may be the cause of, or contribute to, the alleged non-compliance.
- iv. The Compliance Officer will determine the scope of the reported compliance concern and make a determination regarding the course of action, including the investigation process and notifications to be made.
- v. Upon report notice or discovery of an alleged compliance concern, the Compliance Officer will conduct an initial inquiry into the alleged situation. The purpose of the initial inquiry is to determine whether there is sufficient evidence of possible non-compliance to warrant further investigation. The initial inquiry may include documentation review, interviews, audit, or other investigative techniques. The Compliance Officer should:
  1. conduct a fair impartial review of all relevant facts;
  2. restrict the inquiry to those necessary to resolve the issues; and
  3. conduct the inquiry with as little visibility as possible while gathering pertinent facts relating to the issue.
- vi. If, during the initial inquiry, the Compliance Officer determines that there is sufficient evidence of possible noncompliance with any criminal, civil, or administrative law to warrant further investigation, the issue should be turned over to legal counsel. A memorandum to this effect should be directed to legal counsel with a copy to the County Administrator and Chair of the Compliance Committee. The Compliance Officer or County Administrator will immediately consult with the County Attorney to determine if arrangements to retain outside legal counsel is necessary. No further internal discussion or investigative activity shall take place regarding the report except as directed by legal counsel, either by the County Attorney or outside counsel. Upon consultation with the County Attorney and/or outside legal counsel, it will be determined whether legal counsel or the Compliance Officer will be leading the investigation.
- vii. All documents produced during the investigation by or under legal counsel to be possibly protected from disclosure should include the notation: "Privileged and Confidential Document; Subject to Attorney-Client Privileges; Attorney Directed Work Product."

- viii. For investigations that do not involve legal counsel, the Compliance Officer will determine which personnel possesses the requisite skills to examine the particular issue(s) and will assemble a team of investigators, as needed. The Compliance Officer shall work with the investigation team to develop a strategy for reviewing and examining the facts surrounding the possible violation. The Compliance Officer will also decide whether the County has sufficient internal resources to conduct the investigation or whether external resources are necessary. If it is determined that additional resources are needed, the Compliance Officer will work with the County Administrator to secure such resources.
- ix. The Compliance Officer will be responsible for the investigation of and follow-up on any reported retaliation against a party for reporting a compliance concern or participating in the investigation of a compliance concern. The Compliance Officer will report the results of an investigation into suspected retaliation to the County Administrator, the Compliance Committee, and to the County Legislature. Names may be redacted in the report for confidentiality purposes.
- x. If at any time, during an investigation, it is determined that the situation warrants the retention of legal counsel, the Compliance Officer will immediately suspend the investigation and consult with the County Attorney, following the process in Procedure 2(vi) above.
- xi. The Compliance Officer, in consultation with the Compliance Committee, shall undertake measures during an investigation of a compliance concern to protect the integrity of the investigation, prevent the destruction of documents or other evidence relevant to the investigation, and respect the due process rights of involved parties. Measures may include, but are not limited to: reassignment; or, placement on administrative leave until the investigation is complete.
- xii. The Compliance Officer will track the investigation, responsible parties, and due dates. The resolution of the investigation will be recorded on the Compliance Concern and Investigation Log (attached to this Policy).
- xiii. The Compliance Officer should/shall? ensure that the following objectives are accomplished for each investigation:
1. The complainant or reporter, if known, is fully debriefed;
  2. Appropriate internal parties are notified;
  3. The cause of problem, desired outcome, affected parties, applicable guidelines, and possible regulatory or financial impact are identified;
  4. A complete list of findings and recommendations are provided;
  5. The necessary corrective action measures (e.g., policy changes, operational changes, system changes, personnel changes, discipline, training/education) are identified; and
  6. The investigation is documented.

- xiv. Upon receipt of the results of the investigation, depending upon the scope and severity of the identified violations, the Compliance Officer may consult with legal counsel, the County Administrator, and/or the Compliance Committee to determine:
  - 1. the results of the investigation and the adequacy of recommendations for corrective actions;
  - 2. the completeness, objectivity, and adequacy of recommendations for corrective actions; and/or
  - 3. further actions to be taken as necessary and appropriate.
- xv. Upon conclusion of the investigation, the Compliance Officer will organize the information in a manner that enables the County to determine if an infraction did, in fact, occur. The Compliance Officer will maintain all notes of the interviews, all evidence and documents as part of the investigation file. The investigation file will be securely maintained by the Compliance Officer to ensure confidentiality.
- xvi. If the Compliance Officer, in consultation with legal counsel, identifies credible evidence or credibly believes that a State or Federal law, rule, or regulation has been violated, the Compliance Officer will promptly report such violation to the appropriate governmental entity, where such reporting is otherwise required by law, rule or regulation. The Compliance Officer will receive and maintain copies of any reports submitted to governmental entities.
- xvii. The Compliance Officer, in consultation with legal counsel, the County Administrator, and the Compliance Committee, will evaluate any confirmed violation to determine if a voluntary self-disclosure of the violation is appropriate. In the event that voluntary disclosure is appropriate or required, the Compliance Officer will consult with legal counsel on the notification of appropriate government officials, private payors, or other entities. Notification shall be made within a reasonable time period from date of discovery and may include restitution of monies paid by the applicable Federal or State agency, payer, or other entity. The Compliance Officer will ensure that all overpayments are reported and refunded to the appropriate payer within 60 days of the identification of the overpayment and in accordance with the Billing Errors, Overpayments, and Self-Disclosure Policy and Procedure.
- xviii. The Compliance Officer will be responsible for reporting the results of all investigations to the County Administrator, Compliance Committee, and as needed to the County Legislature.
- xix. The Compliance Officer, or appropriate department head or director and/or senior management, will inform the reporter, if known, of the conclusion of the investigation and the outcome, if appropriate.

D. Reporting and Investigation of Compliance Concerns Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Reporting and Investigation of Compliance Concerns Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Reporting and Investigation of Compliance Concerns Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 14. RESPONSE TO GOVERNMENTAL INVESTIGATIONS.**

A. Response to Governmental Investigations Purpose:

Federal and State law enforcement and regulatory agencies routinely conduct interviews to gather information during audits, inquiries, and investigations. It is important that Oswego responds to any official requests for information consistently and appropriately. Therefore, this Policy is established to provide guidance on how to handle any unannounced visits by government representatives. This Policy does not address visits by regulatory agencies to perform program certification or quality assurance functions.

B. Response to Governmental Investigations Policy:

It is the policy of Oswego County to appropriately respond and not interfere with any lawful audit, inquiry, or investigation by a government agency.

C. Response to Governmental Investigations Procedures:

1. Announcement of an impending visit by any government investigator or auditor should be immediately reported to the County Administrator, who is responsible for notifying the Compliance Officer and County Attorney.
2. Employees shall remain courteous and professional when dealing with investigators and/or agents.

3. Procedures for handling the receipt of a search warrant or subpoena are covered by separate policies (see Section 15 herein).
4. *Visits to any of Oswego County's facilities:*
  - i. If an individual arrives at any Oswego County facility and identifies themselves as a government auditor, investigator, or other representative, the individual (agent) will be treated with respect and courtesy and the following steps will be taken:
    - a. Employee should request the reason for the visit, however, do not attempt to photocopy credentials, as this is a violation of Federal law.
    - b. The agent will be asked to wait in an unused office or a location where business is not conducted.
    - c. Immediately contact the County Administrator, who will contact the Compliance Officer and County Attorney. The County Administrator will identify one employee to be responsible for responding to the agent's questions.
    - d. Await direction from the County Attorney. Do not submit to questioning or an interview. Do not provide documents or other information at this point.
    - e. Refer to policy on Search Warrants, if applicable.
    - f. Other than providing information to direct the agents to information requested in the search warrant, do not submit to any form of questioning or interviewing.
5. *Visits to any location outside of Oswego County:*
  - i. Employees and Board members are free to speak to government investigators or auditors; however, they are not required to submit to questioning. The following is provided as general information regarding off-site visits, i.e. not at an Oswego County facility:
    - a. Individuals have the right to decline an interview or to postpone an interview until they have had an opportunity to seek legal counsel or other advice.
    - b. Employees who agree to be interviewed should always be truthful. If the party does not know the answer to a question, they should state same.

c. Employees should report any off-site visits by government agents, investigators, or auditors to the County Administrator. The County Administrator will notify the Compliance Officer and County Attorney.

d. Refer to policy on Search Warrants, if applicable (see Section 15 herein).

D. Response to Governmental Investigations Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Response to Governmental Investigations Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Response to Governmental Investigations Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 15. SEARCH WARRANTS.**

A. Search Warrants Purpose.

A search warrant permits agents to immediately seize documents and other types of information. The execution of a search warrant can be seriously disruptive and frightening for many employees. Furthermore, if not handled properly, an organization subject to a search warrant may compound its problems. Therefore, Oswego County has established this policy to advise all employees how to appropriately respond to an official search warrant.

B. Search Warrants Policy.

It is the policy of Oswego County to respond professionally and cooperate with the lawful execution of a search warrant.

C. Search Warrants Procedure.

1. Employees are expected to remain courteous and professional when dealing with agents executing a search warrant. Employees will not interfere with the lawful execution of a search warrant.
2. The senior staff member present is responsible for contacting the County Administrator, who will contact the Compliance Officer and County Attorney, and carry out the response procedures.
3. The responsible senior staff member will:
  - i. Obtain and record the name of the lead agent and the agency they represent. Do not attempt to photocopy the credentials of an agent as it is a violation of Federal law.
  - ii. Request to view and photocopy the search warrant document. Agents are not required to provide a copy, but often will comply with a request for a copy. If a copy will not be provided, review the warrant and take notes on the scope and details of the search warrant.
  - iii. Immediately contact the County Administrator and provide them with details of the search warrant. The County Administrator will contact the Compliance Officer and County Attorney and provide details of the search warrant. The County Administrator will identify one employee to be responsible for responding to the agent's questions.
4. The agent is limited by the scope of the warrant to where they can search and what they can seize. If the agent requests access to areas or documents that are not within the scope of the search warrant, do not consent to an expanded search.
5. Request an "inventory list" of the documents and items seized by the agents. Ensure that it is detailed enough to properly identify the documents and items taken by the agents. Maintain a separate record for each of the areas searched, listing the documents/items seized from the area.
6. Other than providing information to direct the agents to information requested, do not submit to any form of questioning or interviewing.
7. Always remain present while the agents are conducting the search.
8. Senior Management Responsibilities:
  - i. The County Attorney and/or County Administrator will carefully examine the search warrant to:
    - a. Determine the specific areas or locations that it covers.

- b. Ensure that it is being executed during the hours indicated on the document (most warrants should limit the hours they can be executed, e.g., "daylight hours").
- c. Ensure that it has not expired (all warrants should have an expiration date).
- d. Ensure that it is signed by a Judge (all warrants should be signed by a Judge).
- e. Speak to employees and advise them to cooperate in the search by facilitating the search team's ability to locate records or items that they are entitled to seize or by opening containers that they are entitled to search.
- f. Relieve all non-essential personnel from duty until the search is complete.
- g. Avoid any substantive conversation with the agent. If the County Attorney is available by phone or at the scene, refer all questions to counsel.
- h. Advise employees that they have the right to speak to law enforcement, or to refuse to speak to law enforcement (a search warrant does not compel speech), or to consult with an attorney before speaking to law enforcement. If any employee decides to speak to law enforcement, it is best to defer the conversation until said employee has consulted with legal counsel and legal counsel has had an opportunity to arrange the terms of the interview.
- i. If any employee decides to speak to law enforcement, preferably after consulting with legal counsel, then the employee(s) should answer questions completely, accurately, and truthfully. If said employee(s) does not know the answer or does not understand the question asked, then the employee(s) should state same.
- j. Politely object if there is any overt flaw in the search warrant (as described above) or if the agents are searching for anything deemed to be outside the scope of the warrant. Do not interfere should agents proceed and search. Note the fact for legal counsel to support a future protest.

D. Search Warrants Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Search Warrants Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Search Warrants Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 16. ROLE AND RESPONSIBILITIES OF THE COMPLIANCE COMMITTEE.**

A. Role and Responsibilities of the Compliance Committee Purpose:

Oswego County committed to the operation of an effective Compliance Program. Therefore, Oswego County established the Compliance Committee to monitor results of the compliance functions and determine the Organization's strategy for promoting compliance.

B. Role and Responsibilities of the Compliance Committee Policy:

Pursuant to Social Services Law § 363-d and 18 NYCRR Part 521, it is the Policy of Oswego County to ensure that the County maintains an effective Compliance Program in compliance with regulatory standards. This Policy defines the roles and responsibilities of the Compliance Committee and their duty to help ensure that Oswego County has an effective Compliance Program.

C. Role and Responsibilities of the Compliance Committee Procedures:

1. The Compliance Committee is appointed by the Chair of the Legislature or majority of County Legislators? Not sure how other committees are formed. The County

Administrator is to advise and assist the Compliance Officer with the implementation of the Compliance Program. The Compliance Committee will report directly to the County Administrator and County Legislature.

2. The Compliance Committee will be comprised of, at a minimum, Senior Leadership.
3. The Compliance Committee will meet on a regular and routine basis, but at minimum quarterly. Meeting minutes will be recorded. The Compliance Officer will maintain the minutes of all meetings.
4. The County will develop and implement a Compliance Committee Charter. The Charter will outline the Compliance Committee's duties and responsibilities, membership, designation of a chairperson, and frequency of meetings.
5. The Compliance Committee will review and update the Compliance Committee Charter at least annually.
6. Affected Individuals will be introduced to the role and responsibilities of the Compliance Committee as part of the Compliance Program education and training.
7. The Compliance Committee is responsible for the following:
  - i. Analyzing the regulatory environment where Oswego County does business, including legal requirements with which it must comply.
  - ii. Reviewing and assessing existing policies and procedures that address risk areas for possible incorporation into the Compliance Program.
  - iii. Reviewing and monitoring Compliance Program training and education to ensure that they are effective and completed in a timely manner.
  - iv. Ensuring that the Organization has effective systems and processes in place to identify Compliance Program risks, overpayments, and other issues and has effective policies and procedures for correcting and reporting such issues.
  - v. Working with departments to develop standards and policies and procedures that address specific risk areas and to encourage compliance according to legal and ethical requirements.
  - vi. Coordinating with the Compliance Officer to ensure that the written policies and procedures and Standards of Conduct are current, accurate, and complete.
  - vii. Developing internal systems and controls to carry out compliance standards, Standards of Conduct, and policies and procedures.

- viii. Coordinating with the Compliance Officer to ensure communication and cooperation by Affected Individuals on compliance-related issues, internal or external audits, or any other function or activity.
- ix. Developing a process to solicit, evaluate, and respond to complaints and problems.
- x. Monitoring internal and external audits to identify issues related to non-compliance.
- xi. Implementing corrective and preventative action plans and follow-up to determine effectiveness.
- xii. Ensuring the development and implementation of an annual Compliance Work Plan.
- xiii. Advocating for sufficient funding, staff, and resources to be allocated to the Compliance Officer to carry out duties related to the Compliance Program.
- xiv. Ensuring that the County has appropriate systems and policies in place that effectively identify risks, overpayments, and other areas of concerns including fraud, waste, and abuse.
- xv. Monitoring and evaluating the County's Compliance Program for effectiveness at least annually and making recommendations for necessary modifications to the Compliance Program as applicable.
- xvi. Developing and implementing a Compliance Committee Charter. The Charter will outline the Compliance Committee's duties and responsibilities, membership, designation of a chairperson and frequency of meetings. The Charter will be reviewed and updated annually.

D. Role and Responsibilities of the Compliance Committee Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Role and Responsibilities of the Compliance Committee Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Role and Responsibilities of the Compliance Committee Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 17. STANDARDS OF CONDUCT.**

A. Standards of Conduct Purpose.

Oswego County is committed to conducting its business ethically and in conformance with all Federal and State laws, regulations, interpretations thereof, and its Standards of Conduct. To support this commitment, Oswego County will maintain and update as appropriate written Standards of Conduct to provide guidance on employee and organizational responsibilities related to compliance. The Standards of Conduct document serves as a foundational document that describes the County's fundamental principles, values, and commitment to conduct its business in an ethical manner.

B. Standards of Conduct Policy.

Pursuant to Social Services Law §363-d and 18 NYCRR Part 521, it is the Policy of Oswego County to develop, maintain, and update as appropriate written Standards of Conduct to provide Affected Individuals with guidance on requirements for conduct related to employment, contract, association, or appointment by Oswego County.

C. Standards of Conduct Procedures.

1. The Compliance Officer is responsible for the development and periodic update of Oswego County's Standards of Conduct.
2. The Standards of Conduct will be reviewed at least annually as part of the review of the Compliance Plan and Compliance Program Policies and Procedures.
3. The Compliance Committee and the **County Legislature** will be responsible for oversight and final approval of the Standards of Conduct.
4. The Standards of Conduct will be written at a basic reading level, avoiding complex language and legal terminology.
5. The Standards of Conduct will communicate the expectation that all Affected Individuals will act in accordance with the Standards of Conduct, that they must refuse to participate

in unethical or illegal conduct, and that they must report any unethical or illegal conduct to the Compliance Officer.

6. The Standards of Conduct will address specific areas of potential fraud or similar wrongdoing (e.g., claims development, submission processes, and coding).
7. The Standards of Conduct will address critical areas such as compliance with laws and regulations, key human resource practices, conflicts of interest, proprietary rights, confidentiality, recordkeeping, service provision, reimbursement practices, fair dealing, gifts and kickbacks, the Organization's risk areas, and its measures to prevent fraud, waste, and abuse.
8. The Standards of Conduct will communicate the responsibility of Affected Individuals to report suspected fraud, waste, and abuse; illegal or unethical acts; actual or suspected violations of Federal or State laws and regulations; actual or suspected violations of the Standards of Conduct, the Compliance Program and Oswego County's policies and procedures; improper acts in the delivery or billing of services; and other wrongdoing (collectively referred to as "compliance concerns" for purposes of this Policy) directly to the Compliance Officer or other management personnel.
9. The County's confidential reporting and non-retaliation/non-intimidation policies will be referenced and included as part of the Standards of Conduct for the purpose of encouraging communication and the reporting of potential non-compliance.
10. The Standards of Conduct will provide written guidance on how Affected Individuals may report actual or suspected compliance concerns without fear of retribution, retaliation, or intimidation to the Compliance Officer through a confidential and/or anonymous mechanism that bypasses Management.
11. The Standards of Conduct will include a description of disciplinary mechanisms utilized by the County and the procedures for addressing disciplinary actions.
12. Oswego County's Standards of Conduct and Compliance Plan will be provided to all Affected Individuals as defined by this Policy.
13. Oswego County's Standards of Conduct and Compliance Plan will be posted on its website.
14. The Compliance Officer will ensure that all Affected Individuals, as defined by this Policy, are provided with a copy of the Compliance Plan and Standards of Conduct as part of their orientation to the County.
15. The Compliance Officer will ensure that each employee is provided with a copy of the Compliance Plan and Standards of Conduct at the time of employee orientation.
16. All Affected Individuals will sign and date an Acknowledgement Form that acknowledges:
  - i. receiving a copy of the Compliance Plan and Standards of Conduct;

- ii. reading and understanding the contents; and
- iii. agreeing to abide by the provisions of the documents.

- 17. The Compliance Officer will ensure that all Affected Individuals, as defined by this Policy, receive training annually related to the contents of the Standards of Conduct to help them understand how it applies to everyday situations. The Compliance Officer will ensure that records are maintained to document the receipt of training.
- 18. The Compliance Officer will include in their report to the Compliance Committee and County Legislators the status of training, along with any recommendations for updating or improving the contents of the Standards of Conduct and/or training.
- 19. The Compliance Officer is responsible for investigations of possible violations of the Standards of Conduct and Compliance Program and ensuring that appropriate disciplinary action has been taken when necessary.

D. Standards of Conduct Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Standards of Conduct Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Standards of Conduct Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 18. SUBPOENAS.**

A. Subpoenas Purpose.

A subpoena is an official demand for testimony or the disclosure of documents or other information. They may originate from law enforcement or administrative agencies. Every

subpoena requires a careful legal review prior to response. In view of this and the serious legal implications of the receipt of a subpoena, Oswego County has established standing policies and procedures to ensure that the County Attorney, and if applicable, any outside legal counsel for the County, reviews any subpoena immediately and coordinates the County's response.

B. Subpoenas Policy.

It is the policy of Oswego County to comply with any lawful subpoena. Employees will remain courteous and professional when dealing with investigators or agents delivering a subpoena. No one is to impede in any way efforts to deliver a subpoena.

This Policy refers only to subpoenas related to Oswego County's municipal entity and operations.

C. Subpoenas Procedures.

1. Employees will remain courteous and professional when dealing with investigators or agents delivering a subpoena. No one is to impede in any way efforts to deliver a subpoena.
2. If a subpoena related to the County and/or its operations is received, either in person or via the mail, it must be delivered immediately to the County Attorney and County Administrator.
3. If delivered in person, the senior staff on duty must be provided with any information obtained during the service of the subpoena (e.g., the name, title, and telephone number of the serving agent/investigator, information provided by the agent/investigator).
4. Employees will only provide the agent/investigator with direction or information so they may deliver the subpoena to the appropriate or requested individual. Do not volunteer information to an agent/investigator or submit to any form of questioning or interviewing.
5. The County Attorney and the County Administrator shall be immediately notified of the receipt or delivery of a subpoena. The County Administrator will promptly notify the Compliance Officer and determine who is most qualified and available to assist the County Attorney, and if applicable, any outside legal counsel for the County, in responding to the subpoena.
6. The County Administrator and Compliance Officer will await direction from the County Attorney, and if applicable, any outside legal counsel for the County, and then proceed under such direction.

D. Subpoenas Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Subpoenas Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Subpoenas Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**SECTION 20. WHISTLEBLOWER PROTECTIONS AND NON-RETALIATION.**

A. Whistleblower Protections and Non-Retaliation Purpose.

Oswego County is committed to promoting an environment where concerns regarding known or suspected fraud, waste, and abuse; illegal or unethical acts; actual or suspected violations of Federal or State laws and regulations; actual or suspected violations of the Standards of Conduct, the Compliance Program, and Oswego County's policies and procedures; improper acts in the delivery or billing of services; and other wrongdoing (collectively referred to as "compliance concerns" for purposes of this Policy) are reported and addressed without fear of retaliation, intimidation, retribution or harassment for good faith reporting of such concerns.

To reinforce this commitment, Oswego County maintains a policy of non-intimidation and non-retaliation for good faith participation in the Compliance Program, including but not limited to reporting potential issues and compliance concerns, investigating issues, self-evaluations, audits and remedial actions, and reporting to appropriate officials as provided in the Labor Law.

B. Whistleblower Protections and Non-Retaliation Policy.

It is the policy of Oswego County to strictly prohibit any form of retaliation or intimidation against Affected Individuals or entities, for reporting compliance concerns.

Oswego County strictly prohibits Affected Individuals from engaging in any act, conduct, or behavior that results in, or is intended to result in, retribution, intimidation or retaliation against any individual or entity for reporting compliance concerns to the County or government agency. No County department head or director, supervisor, manager, or employee is permitted to discharge, demote, suspend, threaten, harass, or in any other manner discriminate against an employee, vendor, contractor, or other individual or organization (all such activity collectively

referred to as "retaliation") who in good faith participates in the Compliance Program, including but not limited to reporting potential compliance concerns, investigating or participating in an investigation, self evaluations, audits, and reporting to the appropriate officials.

C. Whistleblower Protections and Non-Retaliation Procedures.

1. If an Affected Individual, vendor, or service recipient believes in good faith that they have been retaliated against for reporting a compliance concern or for participating in any investigation of such a report, the retaliation should be immediately reported to the Compliance Officer or the Compliance Hotline. The report should include a thorough account of the incident(s) and should include the names, dates, specific events, the names of any witnesses, and the location or name of any document that supports the alleged retaliation.
2. Knowledge of a violation or potential violation of this Policy must be reported directly to the Compliance Officer or the Compliance Hotline (or other anonymous means for reporting
3. Any employee who believes they are subjected to retaliation, intimidation, harassment, discrimination, or an adverse employment consequence must immediately report the actions to the Compliance Officer or Human Resource Director.
4. The Compliance Officer will implement this Policy and take appropriate actions in response to the whistleblower's complaint of retaliation based on the nature of the report. Legal counsel will be consulted, if appropriate.
5. The Compliance Officer will investigate all reports of retaliation in accordance with the Reporting and Investigation of Compliance Concerns Policy and report results to the Director of Human Resources and the County Administrator.
6. The County Administrator or designee will investigate any report that the Compliance Officer is engaging in intimidation or retaliation.
7. The Compliance Officer will provide information on each report of retaliation and any actions taken to the Compliance Committee and the County Legislature.
8. The right of the reporter to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.
9. Any Affected Individual who commits or condones any form of retaliation will be subject to discipline up to, and including, termination.
10. The Compliance Officer will ensure this Policy is disseminated to all Affected Individuals and that these individuals have received relevant training in accordance with the County's training plan.

11. *New York Labor Law § 740*: An employer may not take any retaliatory personnel action against an employee if the employee discloses information about the employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official.

This law offers protection to an employee who:

- i. Discloses, or threatens to disclose, to a supervisor or to a public body an activity, policy, or practice of the employer that is in violation of law, rule, or regulation that presents a substantial and specific danger to the public health or safety;
- ii. provides information to, or testifies before, any public body conducting an investigation, hearing, or inquiry into any such violation of a law, rule, or regulation by the employer; or
- iii. Objects to, or refuses to participate in, any such activity, policy, or practice in violation of a law, rule, or regulation.

The employee's disclosure is protected under this law only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, with certain exceptions. The law allows employees who are the subject of a retaliatory action to bring a suit in State court for reinstatement to the same, or an equivalent position, any lost back wages and benefits and attorneys' fees.

More information can be found at

<http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO%20: under LAB-Labor>.

12. *New York Labor Law §741*: A healthcare employer may not take any retaliatory action against an employee if the employee discloses certain information about the employer's policies, practices, or activities to a regulatory, law enforcement, or other similar agency or public official. Protected disclosures are those that assert that, in good faith, the employee believes constitute improper quality of patient care or improper quality of workplace safety.

This law offers protection to an employee who:

- i. Discloses or threatens to disclose to a supervisor, to a public body, to a news media outlet, or to a social media forum available to the public at large, an activity, policy, or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety; or
- ii. Objects to or refuses to participate in any activity, policy, or practice of the employer or agent that the employee, in good faith, reasonably believes constitutes improper quality of patient care or improper quality of workplace safety.

- iii. The employee's disclosure is protected under this law only if the employee first brought up the matter with a supervisor and gave the employer a reasonable opportunity to correct the alleged violation, unless the danger is imminent to the public or patient and the employee believes in good faith that reporting to a supervisor would not result in corrective action.
- iv. Certain exceptions apply, such as if the employer takes a retaliatory action against the employee, the employee may sue in State court for reinstatement to the same or an equivalent position, any lost back wages and benefits, and attorneys' fees. If the employer is a healthcare provider and the court finds that the employer's retaliatory action was in bad faith, it may impose a civil penalty of \$10,000 on the employer.
- v. More information can be found at:  
<http://public.leginfo.state.ny.us/lawssrch.cgi?NVLWO%20>; under LAB-Labor.

D. Whistleblower Protections and Non-Retaliation Sanction Statement.

Non-compliance with this policy may result in disciplinary action, up to and including termination.

E. Whistleblower Protections and Non-Retaliation Compliance Statement.

As part of its ongoing auditing and monitoring process in its Compliance Program, Oswego County shall review this policy based on changes in the law or regulations, as the County's practices change, and, at minimum, on an annual basis. Additionally, this policy will be tested for effectiveness on an annual basis or more frequently as identified in accordance with County's Compliance Program. Testing will include but is not limited to ensuring that the policy is appropriately followed; the policy is effective; the policy has been disseminated to all Affected Individuals, as well as notified of any updates or changes.

Tracking of the criteria above and results of this testing will be completed by the Compliance Officer, or designee. Additionally, results will be reported to the Compliance Committee and Governing Body on a regular basis.

F. Whistleblower Protections and Non-Retaliation Record Retention Statement.

Oswego County will retain this policy and all subsequent revisions, and any related documentation will be retained for a period of, at a minimum, six (6) years.

**RESOLUTION NO. 031**

**RESOLUTION ESTABLISHING A CRIMINAL LAW ASSOCIATE (CLA)  
POSITION WITHIN THE OSWEGO COUNTY DISTRICT ATTORNEY'S OFFICE**

By Legislator Marc Greco:

WHEREAS, the Appellate Division Fourth Department has approved a program permitting qualified law school graduates to practice law under certain stated conditions (CLA); and

WHEREAS, this would allow the District Attorney's office to hire law school graduates to work in the office and practice law under the direct supervision of a licensed Assistant District Attorney (ADA); and

WHEREAS, the establishment of this program would allow the DA's office to hire ADA candidates prior to admission to the bar as a CLA at lower salary of one grade lower and the same step than a licensed attorney, and allow the candidate to gain valuable experience as an ADA; and

WHEREAS, once the CLA has been admitted to the bar and becomes licensed to practice law, the CLA would automatically become ADA at the same salary as a starting ADA; and

WHEREAS, a resolution is both necessary and desirable; and

NOW, THEREFORE, upon recommendation of the Public Safety Committee and Finance and Personnel Committee of this body, it is hereby,

RESOLVED, that the District Attorney's office be allowed to create a position and program to hire law school graduates to work in the office and practice law under the direct supervision of licensed Assistant District Attorney; and be it further

RESOLVED, the salary of an CLA shall be one grade lower and the same step as a starting ADA without any experience and upon the candidate becoming licensed to practice law shall automatically rise one grade and the same step without any further action.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

## INFORMATIONAL MEMORANDUM

**Subject:** Request to establish a Criminal Law Associate (CLA) position that would allow the District Attorney's Office to hire recent law school graduates to fill open Assistant District Attorney positions while they are awaiting bar results and becoming licensed attorneys.

**Purpose:** The DA's Office is seeking to establish a position that will allow it to hire candidates who are qualified law school graduates as a CLA. The CLA may do legal work such as appearing in court, motions, discovery responses, non-jury trials, and appeals while under the direct supervision of an ADA. The starting salary for a CLA would be one grade lower than an licensed ADA and upon admission to the bar would raise up one grade. In other words, the CLA would start at Grade 60 step 1 and then upon admission move automatically to Grade 70 step 1.

**Summary:** Due to changes in bail / discovery reform, as well as the increased opportunities within the legal profession, District Attorney Offices across New York have been losing attorneys over the past several years. Additionally, recent trends seem to indicate that younger attorneys are not becoming prosecutors like they had in the past.

The Appellate Division of the Fourth Department has approved the creation of this program, and the hiring of a particular candidate.

The establishment of this program would allow the DA's office to hire qualified law school graduates as a CLA prior to admission to the bar at lower salary and allow the candidate to gain valuable experience. This would also help keep candidates because of the experience they have gained.

Given the staffing changes and challenges currently facing the DA's Office and which are likely to continue facing this coming year, it is important to create this position.

**Recommended Action** To create a program or position allowing the DA's office to hire CLA(s) at a salary of \$72,969 (Grade 60 step 1) while awaiting admission to the bar and the salary will automatically raise to \$83,394 (Grade 70 step 1) upon candidate becoming licensed to practice law'.

**Fiscal Impact:** This proposal will have no fiscal impact on the 2024 budget, as at the current time there are four open positions, including three ADA positions and one part time position. If the program is approved, the CLA would earn less than an admitted ADA until they are admitted to the bar.

**RESOLUTION NO. 032**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION- SHERIFF'S  
OFFICE TRANSFER FROM INSURANCE RECOVERY (TREASURER'S OFFICE)  
TO AUTOMOTIVE EQUIPMENT ROAD DIVISION**

By Legislator Marc Greco:

WHEREAS, a replacement/repair is needed for three vehicles in the amount of  
\$61,964.29 and

NOW, upon recommendation of the Public Safety Committee of this body, and with  
the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer  
the funds from and to the accounts as shown on the attached budget modification request;  
and be it further

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

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

A1325 426800  
A3110 523000

**Res. 032 of 2024**

(\$61,964.29)  
\$61,964.29



ADMINISTRATION  
(315) 349-3307  
FAX (315) 349-3483

ROAD PATROL  
(315) 349-3411  
FAX (315) 349-3303

CRIMINAL INVESTIGATION  
(315) 349-3318  
FAX (315) 349-3317

# OSWEGO COUNTY SHERIFF'S OFFICE

DONALD R. HILTON  
SHERIFF



JOHN F. TOOMEY  
UNDERSHERIFF



CIVIL DIVISION  
(315) 349-3302  
FAX (315) 349-3373  
1-800-582-7583

JAIL DIVISION  
(315) 349-3300  
FAX (315) 349-3349

39 Churchill Road, Oswego, New York 13126-6613

## INFORMATIONAL MEMORANDUM

**DATE:** January 25, 2024

**SUBJECT:** Vehicle repair/replacement from the Insurance Recovery Fund

**SUMMARY:** A request is being made to transfer funds from the Insurance Recovery Fund (A1325.426800) in the amount of \$ 61,964.29 into Automotive Equipment (A3110.52300) to:

- Repair one 2021 Ford Explorer that collided with a deer.
- Replace one 2013 Chevy Malibu that collided with a deer.
- Replace one 2016 Ford Explorer that collided with another vehicle.

Attached are copies of the claim checks sent from New York Mutual Insurance Reciprocal.

**RECOMMENDED ACTION:** The Sheriff's Office respectfully requests your review and approval of this request.

# NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 12/14/23

CHECK NO. 0000135190

Description	Check Amount
Claim No: OSWEG-2023-036-001, Commercial Automobile Collision, Invoice No: First and Final - Claimant: Oswego County DOL: 11/6/2023, Total Loss: 2016 Ford Explorer, VIN: 6820	\$32,341.89
CHECK TOTAL	\$32,341.89

5049

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND A WATERMARK PATTERN ON THE BACK - HOLD AT ANGLE TO VIEW

## NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE  
ALBANY, NY 12210

KEY BANK OF NEW YORK  
99 WASHINGTON AVENUE, ALBANY, NY 12210  
TWIN TOWERS OFFICE

CHECK NO. 0000135190


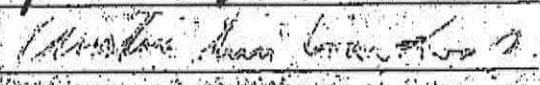
29-7  
213  
DATE  
12/14/23

PAY: Thirty two thousand three hundred forty one and 89/100 Dollars

TO THE ORDER OF  
OSWEGO COUNTY

CHECK AMOUNT  
\$\*\*\*\*\*32,341.89

MAIL TO  
OSWEGO COUNTY  
46 EAST BRIDGE STREET  
OSWEGO, NY 13126

  
  
SIGNATURE HAS A COLORED BACKGROUND

⑈0000135190⑈ ⑆021300077⑆ 325680004174⑈

# NEW YORK MUNICIPAL INSURANCE RECIPROCAL

DATE ISSUED 12/14/23

CHECK NO. 0000135218

Description	Check Amount
Claim No: OSWEG-2023-034-001, Commercial Automobile Comprehensive/Glass, Invoice No: Claimant: Oswego County DOL: 10/26/2023, 2013 CHEVY VIN 1053 TL	\$27,600.00
CHECK TOTAL	\$27,600.00

5046

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND A WATERMARK PATTERN ON THE BACK - HOLD AT ANGLE TO VIEW

## NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE  
ALBANY, NY 12210

KEY BANK OF NEW YORK  
99 WASHINGTON AVENUE, ALBANY, NY 12210  
TWIN TOWERS OFFICE

CHECK NO. 0000135218

29-7  
213

DATE

12/14/23

PAY: Twenty seven thousand six hundred and 00/100 Dollars

TO THE  
THE ORDER  
OF

OSWEGO COUNTY

CHECK AMOUNT

\$\*\*\*\*\*27,600.00

MAIL TO

OSWEGO COUNTY  
46 EAST BRIDGE STREET  
OSWEGO, NY 13126

*[Signature]*

*[Signature]*

⑈0000135218⑈ ⑆021300077⑆ 325680004174⑈

# NEW YORK MUNICIPAL INSURANCE RECIPROCAL

ATE ISSUED 11/14/23

CHECK NO. 0000134467

Description	Check Amount
Claim No: OSWEG-2023-035-001, Commercial Automobile Comprehensive/Glass, Invoice No: First and Final - Claimant: Oswego County DOL: 10/27/2023, COMP LESS 500 DED 21 FORD VIN#3956	\$2,022.40
CHECK TOTAL	\$2,022.40

5027

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND A WATERMARK PATTERN ON THE BACK - HOLD AT ANGLE TO VIEW

## NEW YORK MUNICIPAL INSURANCE RECIPROCAL

119 WASHINGTON AVENUE  
ALBANY, NY 12210

KEY BANK OF NEW YORK  
99 WASHINGTON AVENUE, ALBANY, NY 12210  
TWIN TOWERS OFFICE

CHECK NO. 0000134467

PAY: Two thousand twenty two and 40/100 Dollars

TO THE  
THE ORDER  
OF

OSWEGO COUNTY

MAIL TO

OSWEGO COUNTY  
46 EAST BRIDGE STREET  
OSWEGO, NY 13126

29-7  
213

DATE
11/14/23

CHECK AMOUNT
\$*****2,022.40

*[Signature]*  
*[Signature]*

⑈0000134467⑈ ⑆021300077⑆ 325680004174⑈

**COUNTY OF OSWEGO**

## BUDGET MODIFICATION REQUEST

[illegible]

Donald L. Hill 2-5-24  
DEPARTMENT HEAD DATE

[ ]  
 21524  
 COUNTY ADMINISTRATOR  
 DATE  
 Chairperson  
 DATE

*DIRECTOR OF HUMAN RESOURCES	DATE
------------------------------	------

**\*If Personnel Services are impacted**

**COUNTY TREASURER**

Ver. 7.18.23

**RESOLUTION NO. 033**

**RESOLUTION INCREASING PROBATION REVENUE BUDGET LINE  
ALTERNATIVES TO INCARCERATION-STATE AID PROBATION SERVICES  
AND INCREASING EXPENDITURE LINE ADDITIONAL HOURS**

By Legislator Marc Greco:

WHEREAS, the Probation Department was awarded \$290,683 from the New York State Division of Criminal Justice Services (DCJS) to offset the costs associated with the provision of certified pretrial services; and

WHEREAS, this funding may be utilized for salaries and operating expenses associated with providing pretrial services, including electronic monitoring; and

WHEREAS, the department will benefit from increasing additional hours for officers to ensure compliance with electronic monitoring requirements; and

NOW, upon recommendation of the Public Safety Committee of this body, with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to increase the accounts as shown on the attached budget modification request; and be it further

RESOLVED that a certified copy of this resolution delivered to the Treasurer shall be his authority to affect such adjustments.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 033 of 2024**

A3145 433100  
A3140 514300

(\$290,683.00)  
\$10,000.00

# OSWEGO COUNTY PROBATION DEPARTMENT

Public Safety Center  
39 Churchill Road  
Oswego, New York 13126  
Phone: (315) 349-3477

**DIRECTOR**  
David L. Hall

**SUPERVISORS**  
Shannon M. Perkins  
Karen J. Smith  
Chrystal L. Thompson  
Margaret A. Fitzgibbons

## **INFORMATIONAL MEMORANDUM**

**DATE:** February 5, 2024

**TO:** Oswego County Legislature  
Public Safety Committee  
Finance & Personnel Committee

**FROM:** David L. Hall  
Probation Director

**SUBJECT:** Receipt of DCJS Pretrial Services Award of \$290,683

**SUMMARY:** The department was recently informed that it will be receiving \$290,683 from New York State Division of Criminal Justice Services (DCJS) to offset the costs associated with providing pretrial services. This amount was based on a five-year average of court arraignments in Oswego County. As pretrial services are funded through the Probation Department's Alternative to Incarceration budget, it is recommended that this award be added to revenue line A3145.433100 (St Aid Probation Services).

Unlike when this award was received last year, the department needs to submit an overview of how the funds will be spent. It will be reported that the majority will be utilized for salaries and fringe for staff who operate the department's pretrial and electronic monitoring programs (most individuals being monitored are ordered to do so as a condition of pretrial release). The remaining funds will be used to support costs associated with electronic monitoring, including additional hours for the department's special services officers to conduct home visits with clients not complying with electronic monitoring requirements.

### **RECOMMENDED**

**ACTION:** The Probation Department recommends that the Public Safety Committee and Oswego County Legislature approve the receipt of this funding and increase in budget line A3145.433100 (St Aid Probation Services) by \$290,683. It is further recommended that \$10,000 be added to expenditure line A3140.514300 (Additional Hours).

## COUNTY OF OSWEGO

DEPARTMENT HEAD David Hall DATE 2/5/24

DATE

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

DATE \_\_\_\_\_

**\*If Personnel Services are impacted**

**RESOLUTION NO. 034**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION TO TRANSFER FUNDS FROM THE COUNTY EQUIPMENT RESERVE FUND TO ESTABLISH CAPITAL PROJECT E0124 FOR THE PURCHASE OF TWO VEHICLES- PROBATION DEPARTMENT**

By Legislator Marc Greco:

WHEREAS, the Probation Department's mandated functions include conducting field contacts with probation clientele as well as executing probation warrants, it is necessary to have county owned vehicles; and

WHEREAS, two of the Probation Department's current vehicles need replacing; and

NOW, upon recommendation of the Public Safety Committee of this body, and with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to increase the accounts as shown on the attached 2024 budget amendment request; and be it further

RESOLVED, that the County Probation Department is authorized to purchase two vehicles; and be it further

RESOLVED that a certified copy of this resolution delivered to the Treasurer shall be his authority to affect such adjustments.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

<b>Authorized Budget Modification</b>	<b>Res. 034 of 2024</b>
<b>H 529000</b>	<b>\$105,000.00</b>
<b>H 450310 E0124</b>	<b>(\$105,000.00)</b>

# OSWEGO COUNTY PROBATION DEPARTMENT

Public Safety Center  
39 Churchill Road  
Oswego, New York 13126  
Phone: (315) 349-3477

**DIRECTOR**  
David L. Hall

**SUPERVISORS**  
Margaret A. Fitzgibbons  
Shannon M. Perkins  
Karen J. Smith  
Chrystal L. Thompson

## **INFORMATIONAL MEMORANDUM**

**DATE:** February 5, 2024

**TO:** Oswego County Legislature  
Public Safety Committee  
Finance & Personnel Committee

**FROM:** David L. Hall  
Probation Director

**SUBJECT:** Request For Funding for Vehicle Purchases

**SUMMARY:** The Probation Department's mandated duties includes conducting field visits with probationers, as well as executing probation arrest warrants requiring transporting individuals in custody. Currently the department has three vehicles, two of which are 2017 Chevy Equinoxes with 83,000-104,000 miles that have become very unreliable. When the vehicles are out of service for repairs, officers need to utilize their own vehicles for field work which is unfavorable for many reasons, including the fact that officers need to remain in contact with E911 and do not have CAD computers in their personal vehicles.

In addition to being undependable, these vehicles were purchased prior to the department utilizing CAD, and their interior design is not conducive to installation of the CAD equipment. As such, the equipment currently in the vehicles partially obstructs the passenger seats.

Therefore, it is requested that \$105,000 be transferred from the equipment reserve fund to cover the cost of the vehicles and equipment needed to outfit them for officer's use. Upon approval, the Purchasing Department will proceed with the bidding process. It should be noted that this expenditure will be more than offset by the department's recent receipt of \$290,683 from DCJS for pretrial services, which is revenue not included in the 2024 budget.

## **RECOMMENDED**



**ACTION:** The Probation Department requests that the Public Safety Committee and Oswego County Legislature approve \$105,000 be transferred from the county's equipment reserve fund to be used to purchase two vehicles and outfit them with necessary equipment.

COUNTY OF OSWEGO

[illegible]

DEPARTMENT HEAD David Bell DATE 2/5/24

*DIRECTOR OF HUMAN RESOURCES	DATE
------------------------------	------

	COUNTY ADMINISTRATOR		CHAIRPERSON
	DATE	2/5/24	DATE

**\*If Personnel Services are impacted**

**COUNTY TREASURER**

DATE \_\_\_\_\_

**RESOLUTION NO. 035**

**RESOLUTION RE-APPOINTING MEMBERS TO THE COMMUNITY SERVICES  
BOARD- MENTAL HYGIENE DIVISION**

By Legislator Roy Reehil:

WHEREAS, The Community Services Board is a statutory body created in accordance with provisions of the New York State Mental Hygiene law; and

WHEREAS, the board is responsible for overseeing all Mental Health, Developmental Disability and Addictions programs; and

WHEREAS, the membership is appointed by the Oswego County Legislature; and

NOW, upon recommendation of the Human Services Committee of this body, be it

RESOLVED, that the following individuals be, and hereby are re-appointed to the Oswego County Community Services Board for term to expire as outlined below:

Samantha Cleveland, term expiration 03/31/2028

Melinda Casson, term expiration 03/31/2028

Amy Durkin, term expiration 03/31/2028

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**



COUNTY OF OSWEGO  
Department of Social Services

*Stacy Alvord, MSW*  
*Commissioner*

P.O. Box 1320 • Mexico, New York 13114  
phone 315.963.5000 • fax 315.963.5477

**TO:** Oswego County Legislature  
**FROM:** Nicole Kolmsee, Director of Community Services  
**DATE:** February 15, 2024  
**RE:** Division of Mental Hygiene Community Services Board Members

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Re-appointment of Community Services Board Members

**BACKGROUND:** The Community Services Board is a statutory body of fifteen members created in accordance with provisions of the New York State Mental Hygiene Law. The Board oversees all Mental Health, Developmental Disability, and Addictions programs. Appointments are by the County Legislature for a term of four years.

Community Services Board Nominates:

Samantha Cleveland (Re-Appointment)	Term to Expire 3/31/2028
Melinda Casson (Re-Appointment)	Term to Expire 3/31/2028
Amy Durkin (Re-Appointment)	Term to Expire 3/31/2028

The three members recommended for re-appointment have been faithful in their service to the mission of the Board. They serve as leaders to membership and County Director of Community Services. They are true advocates for the vulnerable populations represented by the Community Services Board.

**RECOMMENDATION:** The Human Services Committee recommends that the Legislature reappoints the above-named persons to the Community Services Board for the statutory term.

**RESOLUTION NO. 036**

**RESOLUTION AUTHORIZING RECLASSIFICATION OF ONE POSITION  
IN THE MENTAL HYGIENE DIVISION**

By Legislator Roy Reehil:

WHEREAS, the Mental Hygiene Department at Social Services currently has one Community Services Coordinator position newly vacated due to a promotion within the division; and

WHEREAS, the Mental Hygiene Department has determined the title of Mental Health Services Coordinator better aligns with the duties assigned and needed by the division; and

NOW, upon recommendation of the Human Services Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, the Commissioner of Social Services has identified the need to reclassify one (1) existing Community Services Coordinator (CO-OP Grade 12, position 431045501) to one (1) Mental Health Services Coordinator (CO-OP Grade 12); and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Office and Human Resources Director shall be their authority to make such adjustments.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**



COUNTY OF OSWEGO  
Department of Social Services

*Stacy Alvord, MSW*  
*Commissioner*

P.O. Box 1320 • Mexico, New York 13114

phone 315.963.5000 • fax 315.963.5477

**TO:** Oswego County Legislature  
**FROM:** Nicole Kolmsee, Director of Community Services  
**DATE:** February 15, 2024  
**RE:** Mental Hygiene Personnel Reclassification Request

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Position Title Reclassification

**BACKGROUND:** A Community Services Coordinator position recently vacated due to a division employee's transition into a newly created position in 2024 has provided the opportunity to review the specific duties of this position. The review has led to the determination that the duties and the needs of the division best align with the position title of Mental Health Services Coordinator. Prior to backfilling the position, the division is requesting to reclassify the position to accurately reflect the hiring needs of the division. This will be budget neutral.

**FISCAL IMPACT:** No fiscal impact. Reclassification is for a title of same grade.

**RECOMMENDATION:** The Division requests approval of the title reclassification as per the attached personnel forms.

/lfw

# POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: Social Services

DIVISION/UNIT (NUMBER): MHS/A4310

## A. NEW POSITION REQUEST

1. Position Title Requested:

2. Bargaining Unit: ☐ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: \_\_\_\_\_ Grade: \_\_\_\_\_

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

4. Percent of Federal and or State Reimbursement: \_\_\_\_\_ Fringe Reimbursed: ☐ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

6. Complete New Position Duties Statement (p. 3 & 4).

## B. RECLASSIFICATION REQUEST

1. Present Title: Community Services 2. Position #: 431045501

3. Present Salary/Hourly Rate: 27.74 Grade: 12

4. Requested Title: Mental Health Services Coordinator

5. Requested Salary: 50,876

a. Bargaining Unit: CSEA COOP Hourly Rate: 27.74 Grade: 12

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

6. Percent of Federal and/or State Reimbursement: 100 Fringe Reimbursed: ☒ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *position vacated by an employee transition within the division to the newly created position # 431005802. Vacancy in this position has triggered review of the specific duties assigned and needed by the division. Review has led to determination that duties best align with position title of Mental Health Services Coordinator, of the same grade level. Prior to backfilling this position, we are requesting to reclassify the position title to accurately reflect hiring needs of the division.*

8. Complete New Position Duties Statement (p. 3 & 4).

<b>C. POSITION DELETION</b>
1. Title to be Deleted:
2. Position #
3. Salary Savings:
4. Reason for Deletion:

**Civil Service Law: Section 22. Certification for positions.** Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

**OSWEGO COUNTY HUMAN RESOURCES  
DEPARTMENT**

**NEW POSITION DUTIES STATEMENT**

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

<b>1. DEPARTMENTS/SCHOOL DISTRICT/TOWN OR VILLAGE</b> Social Services	<b>DIVISION, UNIT, OR WORK SECTION</b> MHS	<b>LOCATION OF POSITION</b> DSS - Mexico
<b>2. DESCRIPTION OF DUTIES:</b> Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.		
<b>Title requested:</b> <i>Mental Health Services Coordinator</i>		
<b>PERCENT OF WORK TIME</b>		
15	<i>Organize and track referrals coming in on a daily basis. Process and review referrals, collection of additional clinical or collateral information as needed</i>	
22	<i>Conduct assessment interviews/investigations, determine eligibility and appropriate level of service, and prioritize referrals based on the individual's needs, risk, and safety issues</i>	
17	<i>Facilitate regular SPOA meetings with Case Management/ACT providers. Present recommendations and referrals for assignment at SPOA provider meetings.</i>	
15	<i>Develop and Implement Continued Stay / Utilization Review process, and provide follow-up to assure recommendations are implemented</i>	
8	<i>Inform referral sources of decisions, written correspondence regarding edibility and priority status, Assist with linkages for urgent needs, make recommendations for alternative services as appropriate</i>	
8	<i>Complete and submit reports on referral activity, admissions/discharges, continued stay review process, and AOT program to Director of Community Services, Community Services Board, and OMH</i>	
6	<i>Maintain written documentation regarding processing of referral, engagement/assessment activities, and dispositions</i>	
4	<i>Coordinate the implementation of the County Assisted Outpatient Treatment Program</i>	
5	<i>Track admissions, discharges, referral dispositions, and caseload openings</i>	
	<b>(Attach additional sheets if more space is needed)</b>	

**3. Names and titles of person supervising (general, direct, administrative, etc.).**

NAME	TITLE	TYPE OF SUPERVISION
Nicole Kolmsee	Director of Community Services	Direct

**4. Names and titles of persons supervised by employee in this position.**

NAME	TITLE	TYPE OF SUPERVISION
------	-------	---------------------

**5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.**

NAME	TITLE	LOCATION OF POSITION
Jill Gutelius	Mental Health Services Coordinator	DSS - Mexico

**6. What minimum qualifications do you think should be required for this position?**

Education: ☐ High School \_\_\_\_\_ years  
☒ College 4 years, with specialization in social work, psychology, human services  
☐ Other \_\_\_\_\_ years, with specialization in \_\_\_\_\_

**Experience (list amount and type):** *minimum of Bachelors degree with six years of experience in the mental health or human services profession or master degree with four years of experience. Experience with conducting assessments, performing field work; person-centered planning and recovery practices, and case management principles and practices.*

**Essential knowledge, skills and abilities:** *mental illness; interviewing/ assessments techniques; community resources/programs; Assisted Outpatient Treatment; HIPAA regulations; Utilization Review; Communicate effectively; perform job functions well w/o direct supervision; conduct meetings; prepare records/ reports; utilize Microsoft office programs/applications, work effectively w/ other prof disciplines.*

**Type of license or certificate required:** valid NYS Driver's License

**7. The above statements are accurate and complete.**

**Date:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER**

**8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:**

**POSITION CLASS TITLE:**

**JURISDICTIONAL CLASS:**

**Date:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**RESOLUTION NO. 037**

**RESOLUTION AUTHORIZING MENTAL HYGIENE DIVISION SUICIDE  
PREVENTION COALITION CONTRACTUAL AMENDMENT**

By Legislator Roy Rechil:

WHEREAS, the Oswego County Legislature has previously authorized a contract with the Suicide Prevention Coalition; and

WHEREAS, the Division of Mental Hygiene seeks an increase in the current contractual expense for Suicide Prevention Coalition to support staffing increase from .75 full-time employee to 1 full-time employee; and

NOW, upon recommendation of the Human Services Committee and Finance & Personnel Committee; be it

RESOLVED, that the Oswego County Legislature approve an amendment to the Suicide Prevention Coalition Contract in the amount of \$11,694.00 for a revised total of \$74,516.00; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Office and Human Resources Director shall be their authority to make such adjustments.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE



COUNTY OF OSWEGO  
Department of Social Services

Stacy Alvord, MSW  
Commissioner

P.O. Box 1320 • Mexico, New York 13114  
phone 315.963.5000 • fax 315.963.5477

**TO:** Oswego County Legislature  
**FROM:** Nicole Kolmsee, Director of Community Services  
**DATE:** February 15, 2024  
**RE:** Contract Increase for Suicide Prevention Coalition Coordination

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Division of Mental Hygiene Division is seeking approval to increase the current contractual expense for suicide prevention coalition coordination to support a staffing increase from 0.75 FTE to 1.00 FTE.

**BACKGROUND:** The Division has contracted with Farnham Family Services for a 0.75 FTE coordinator to facilitate the county's suicide prevention coalition since April 2020. The needs of the community and the coalition have increased to justify a dedicated full-time position. The necessary funding increase of \$11,694, while minimal, is an 18.6% increase for 2024. Due to decreases in other contracts, funding is available within the approved 2024 budget. This change will be budget neutral.

**FISCAL IMPACT:** No fiscal impact. Funding levels in the approved budget will support the contract increase.

**RECOMMENDATION:** The Division requests approval of the contract increase in the amount of \$11,694 for a revised total contract amount of \$74,516.

**RESOLUTION NO. 038**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOCIAL SERVICES TO ACCEPT FEDERAL FUNDS FOR THE  
TRANSPORTATION INCENTIVE PROGRAM**

By Legislator Roy Rechil:

WHEREAS, the Department of Social Services utilizes federal funds from the Transportation Initiative Program to help meet the transportation needs of individuals eligible for Temporary Assistance for Needy Families who are employed or participating in allowable work activities; and

NOW, upon recommendation of the Human Services Committee and Finance & Personnel Committee; be it

RESOLVED, that the County Treasurer be, and he is, authorized to transfer the funds from A6010-446890 Other Social Services TIP line to A6010-545500 Other Supplies and Expenses TIP line as shown on the attached budget modification request; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer, Budget Office and Human Resources Director shall be their authority to make such adjustments.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 22    NO: 2    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 038 of 2024**

**A6010 54500  
A1171 51440**

**\$14,107.00  
(\$14,107.00)**



COUNTY OF OSWEGO  
Department of Social Services

*Stacy Alvord, MSW*  
*Commissioner*

P.O. Box 1320 • Mexico, New York 13114  
phone 315.963.5000 • fax 315.963.5477

**TO: Human Services Committee, Oswego County Legislature**  
**FROM: Stacy Alvord, Department of Social Services Commissioner**  
**DATE: February 15, 2024**  
**RE: Budget Modification – SSADMIN – OTHER SUPPLIES & EXPENSES - TIP**

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Budget Modification to accept \$14,107.00 in Transportation Initiative Program funding for CY 2024.

**BACKGROUND:** The CY2024 Transportation Initiative Program (TIP) provides federal funding to help meet the transportation needs of individuals eligible for Temporary Assistance for Needy Families (TANF) who are employed or participating in other allowable work activities.

These are 100% federal funds with no local share.

**This will be budget neutral.**

**FISCAL IMPACT:** Increase the A6010.545500 Other Supplies & Expenses TIP budget line \$14,107 and increase the A6010.446890 Other Social Services TIP revenue line \$14,107. There will be no increase or decrease in the local share for 2024 or any future years.

**RECOMMENDATION:** Approve this budget modification to accept \$14,107 in Transportation Initiative Program funding for CY 2024.



## Office of Temporary and Disability Assistance

KATHY HOCHUL  
Governor

BARBARA C. GUINN  
Acting Commissioner

December 28, 2023

Commissioner Stacy Alvord  
Oswego County Department of Social Services  
100 Spring Street, P.O. Box 1320  
Mexico, New York 13114

Dear Commissioner Alvord:

I am pleased to inform you that your district has been awarded Transportation Initiative Program funding for SFY 2023-2024. Your award of \$14,107 is available to meet the transportation needs of individuals eligible for Temporary Assistance for Needy Families (TANF) who are employed or participating in other allowable work activities. These funds are available for the period January 1, 2024 – December 31, 2024.

Patricia Stefanik from our Contract Management and Quality Assurance bureau will contact program operators to discuss the details of your work plan and budget. Amendments to these plans must be approved by OTDA. Any questions may be directed to Patricia at (518) 473-3011 or [PatriciaM.Stefanik@otda.ny.gov](mailto:PatriciaM.Stefanik@otda.ny.gov)

Sincerely,

A handwritten signature in black ink, appearing to read "Valerie Figueroa". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Valerie Figueroa  
Deputy Commissioner  
Employment and Income Support Programs

cc: Rachel Pierce  
Michael Cody  
Lauren Horn  
Mary Bucca  
Deborah McMahon  
Patricia Stefanik

# OCWNY Transportation Assistance Program Guidelines

## General Criteria:

- Applicant must meet the TANF 200% low-income guidelines.
- Applicant must be employed a minimum of 30 hours per week and receive at least minimum wage (documented).
- New employment must be verified by the employer.
- Temporary jobs must be expected to last for at least 4 months from the time of application.
- Transportation services can only be provided to enable the applicant to accept or retain employment.
- Applicant must live 1 mile or more from worksite. Exceptions can be made based on childcare needs or work schedule (with supervisory approval).
- Vehicle must be titled to applicant or applicant's spouse; exception may be made (with supervisory approval) for unmarried couples with children in common if titled to either party.
- Driver's License must be valid with:
  - No 510 (drug violation) suspensions
  - No DWI or DWAI within 3 years
  - No more than 6 total points on current license

## Explore and Consider:

- How was the applicant getting to work prior to the request?
- Are other long-term alternatives available (bus, public transportation, family, etc)?
- Is the service a necessity?

## Program Caps:

- A maximum of 3 services over 5-years may be provided based on documented need and up to the cap of \$4000 per family.

## Auto Repairs:

- Car repair payments are capped at \$3000 or based on value of the vehicle, using 75% of the **clean trade-in** value according to NADA, whichever is less.
- Repairs must be provided by a NYS licensed repair facility.
- Customer must provide 3 estimates (unless the vehicle is unsafe to drive, must be towed). Customer may choose the NYS registered garage of their choice. However, payment will be authorized at the lowest estimate. If a customer chooses a repair shop other than the lowest estimate, s/he is responsible for paying the difference.

## Tires:

- Tires are capped at a total of \$800.00 (\$200.00 per tire).
- Customer must provide 3 estimates unless the vehicle is unsafe to drive or must be towed.

## Registration Fees: *DMV requires actual payment which may take up to 3 weeks to process.*

- Must provide copy of DMV form MV-82
- Must provide estimated cost from DMV

## Gas Cards:

- Available until receive first paycheck
- Not to exceed \$300

## Bus Passes:

- Available until receive first paycheck
- Not to exceed \$300

## Mileage Reimbursement:

- Available if enrolled in approved training program
- Provided for duration of training, not to exceed \$300

**If requesting the same service within a 5-year timeframe, it would be considered a 2<sup>nd</sup> service and totals cannot exceed the program caps.**

**Exceptions to any of the program guidelines must be reviewed and approved by Director of Workforce Development or Coordinator of Client Services.**

**Services are provided by the Department of Workforce Development through an agreement with the Department of Social Services.**

Updated 12/2023

## 2024

ACCOUNT NUMBER			ACCOUNT NUMBER			DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ	
A6010	545500	TIP				\$ 14,107
			A6010	446890	TIP	\$ (14,107)
To accept federal Transportation Initiative Program funds for CY2024						

Staylord

DEPARTMENT HEAD

DATE \_\_\_\_\_

COUNTY ADMINISTRATOR

DATE \_\_\_\_\_

2/5/24

**CHAIRPERSON**

DATE \_\_\_\_\_

**\*If Personnel Services are impacted**

**COUNTY TREASURER**

DATE \_\_\_\_\_

**RESOLUTION NO. 039**

**RESOLUTION APPOINTING A MEMBER TO THE CHILD PROTECTION  
ADVISORY COUNCIL – DEPARTMENT OF SOCIAL SERVICES**

By Legislator Roy Reehil:

WHEREAS, Oswego County Child Protection Advisory Council was established to promote the best interests of vulnerable children in our community; and

WHEREAS, the membership is to include representation from child & family service organizations, school districts, the legal profession, and the community at large; and

WHEREAS, the membership is appointed by the Oswego County Legislature; and

NOW, on recommendation of the Human Services Committee of this body, be it

RESOLVED, that the following individuals be, and hereby are appointed to the Oswego County Child Protection Advisory Council for terms to expire on March 31, 2027:

Emily Watson, term expiration 03/31/2027

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**



COUNTY OF OSWEGO  
Department of Social Services

*Stacy Alvord, MSW*  
*Commissioner*

P.O. Box 1320 • Mexico, New York 13114  
phone 315.963.5000 • fax 315.963.5477

**TO:** Oswego County Legislature  
**FROM:** Stacy Alvord MSW, Commissioner and Tanya VanOrnum, CPAC Chair  
**DATE:** February 15, 2024  
**RE:** Child Protection Advisory Council (CPAC): Member Appointment

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Appointment of new CPAC member

**BACKGROUND:** The Oswego County Child Protection Advisory Council (CPAC) was established, and the membership approved through resolution by the Oswego County Legislature, at the recommendation of the Health & Human Services Committee, on March 11, 2010. Bylaws of the Child Protection Advisory Council require that members be approved by the Legislature to serve a three-year term.

CPAC leadership would like to recommend Emily Watson for appointment to CPAC. As a Program Supervisor for Liberty Resource's MST program, Emily has been a long-time contributor to the mission of CPAC and has expressed an interest in assistance to the council. We recommend appointment through 3/31/27, which will align with the rest of the council members.

Recommended council member to appoint:

Emily Watson, LMSW- Multisystemic Therapy Program Manager for Liberty Resources

**RECOMMENDATION:** The Human Services Committee recommends that the Legislature appoints the above-named person to the Child Protection Advisory Council for the statutory term.

Emily Watson

Mexico, NY 13114

### *Education*

MSW, Master of Social Work    University at Buffalo    2015

B.A., Cum laude            Alfred University            2013

Major: Clinical Psychology

Minor: Gerontology

### *Experience*

Program Supervisor – MST Program

Liberty Resources            November 2021 – present

- Increases program efficiency by streamlining processes and implementing time-saving strategies
- Provide weekly clinical supervision to therapists regarding current case loads
- Craft personalized workshops to enhance clinical development skills
- Enhance team productivity through effective delegation, task prioritization, and clear communication
- Reduce employee turnover rate by fostering a positive work environment and providing opportunities for professional growth
- Develop strong relationships with community partners to secure resources and support for program

MST therapist    Liberty Resources            July 2015 – November 2021

- Improved patient outcomes by implementing evidence-based therapeutic techniques and interventions
- Enhanced client well-being through personalized treatment plans tailored to individual needs and goals
- Built strong rapport with clients, fostering trust and open communication for effective therapy sessions
- Collaborated with interdisciplinary teams to provide comprehensive care for clients with complex needs
- Maintained detailed case notes and documentation, ensuring effective tracking of progress and continuity of care across providers
- Continuously updated professional knowledge through ongoing research, training, and participation in industry conferences and workshops
- Developed creative therapeutic approaches to address unique client challenges and promote lasting change
- Established clear boundaries with clients, maintain ethical practice standards while preserving the therapeutic relationship.

RESOLUTION NO. 040

RESOLUTION ESTABLISHING CAPITAL PROJECT NUMBER 0224 FRISBEE  
GOLF COURSE CAMP ZERBE

By Legislator Mary Ellen Chesbro:

WHEREAS, Camp Zerbe is located in the Town of Williamstown, Oswego County, New York; and

WHEREAS, a Frisbee Golf Course at Camp Zerbe would bring many benefits to the community. Among the benefits include walking/exercise, and outdoor activity; and

WHEREAS, the estimated cost of this project is \$20,000.00 and is to be funded through American Rescue Plan Act (ARPA) funds through the attached budget modification; and

NOW, THEREFORE, upon, recommendation of the Human Services Committee of this Legislature, with the approval of the Finance & Personnel Committee; it is hereby

RESOLVED, that the Treasurer is hereby authorized to execute the attached budget modification establishing Capital Project 0224 Frisbee Golf Course Camp Zerbe for the maximum expenditure as indicated.

<u>Capital Project</u>	<u>Total Authorization</u>
CP#0224 Frisbee Golf Course Camp Zerbe	\$20,000.00

ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:  
YES: 23    NO: 1    ABSENT: 1    ABSTAIN: 0

Authorized Budget Modification	Res. 040 of 2024
H 529000 CP0224	\$20,000.00
H 450310 CP0224	(\$20,000.00)
A 599014	\$20,000.00
A 268800	(\$20,000.00)



# Oswego City-County Youth Bureau

OSWEGO COUNTY COMPLEX  
70 BUNNER STREET  
OSWEGO, NEW YORK 13126  
(315) 349-3451 Fax (315) 349-3231

Brian Chetney, Executive Director



February 15, 2024

## Informational Memorandum

### Purpose:

To authorize and establish Capital Project #0224 Frisbee Golf Course Camp Zerbe with an authorization level of \$20,000.00

### Summary:

18-hole frisbee (disc) golf course at Camp Zerbe. The sport of disc golf is set up like a game of golf. A "round" is played on a disc golf course consisting of a number of "holes", usually 9 or 18. Each hole includes a tee position for starting play and a disc golf target some distance away, often with obstacles such as trees, hills, or bodies of water in between. Players navigate the hole by picking up the disc where it lands and throwing again until they reach the target. The object of the game is to get through the course with the lowest number of total throws.


The creation of Frisbee Golf Course to Camp Zerbe would bring many benefits to the community. Among the benefits include walking/exercise, and outdoor activity.

### Recommended Action:

The department recommends the Human Services Committee; the Finance & Personnel Committee and the Oswego County Legislature authorize the establishment of Capital Project #0224

**COUNTY OF OSWEGO**  
**BUDGET MODIFICATION REQUEST**

ACCOUNT NUMBER			ACCOUNT NUMBER			DESCRIPTION	DOLLAR AMOUNT
ORG	OBJECT	PROJ	ORG	OBJECT	PROJ		
H	529000	CP0224				Establish CP#0224 - Frisbee Golf	20,000.00
			H	450310	CP0224	CP#0224 Interfund Transfer	(20,000.00)
A	599014					Interfund Transfer	20,000.00
			A	268800		ARPA	(20,000.00)
						This project will be established with ARPA funds	

DEPARTMENT HEAD	DATE
	11/28/24

County Administrator: [Signature] Date: 2/5/24  
 Chairperson: [Signature] Date: 2/5/24

DATE	COUNTY TREASURER
------	------------------

**RESOLUTION NO. 041**

**RESOLUTION AUTHORIZING THE OSWEGO COUNTY OFFICE OF  
MOBILITY MANAGEMENT TO ACCEPT FUNDING FROM THE  
ALZHEIMER'S ASSOCIATION (CENTRAL NEW YORK CHAPTER)**

By Legislator Mary Ellen Chesbro:

WHEREAS, the Alzheimer's Association will be supporting the efforts of Oswego County Office of Mobility Management Public Transportation initiatives; and

WHEREAS, the Oswego County Office of Mobility Management has received a donation from the Alzheimer's Association for \$20,000 for the County ACCESS, Curb-to-Curb for Seniors, and Farmers' Market transportation initiatives; and

NOW, upon recommendation of the Economic Development and Planning Committee, of this body, and with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the County accepts the donation in support of the transportation initiatives into revenue account line A8021.427701.FARE; and be it further

RESOLVED, that a certified copy of this resolution be delivered to the County Treasurer and Budget Officer shall be their authority to affect such transfer and make such adjustments.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

OSWEGO COUNTY LEGISLATURE

**Authorized Budget Modification**

**Res. 041 of 2024**

A8021 427701  
A8021 545500

(\$20,000.00)  
\$20,000.00



## COUNTY OF OSWEGO Mobility Management

---

County Office Building • 46 East Bridge Street • Oswego, NY 13126  
Phone 315-746-4220 Fax 315-349-8237

**TO:** Oswego County Legislators  
**FROM:** Heather Snow, Director Mobility Management, Office of Mobility Management  
**DATE:**  
**RE:** Alzheimer's Association Donation

**SUBJECT:** Alzheimer's Association Donation to support the efforts and initiatives of the Office of Mobility Management

### **BACKGROUND:**

The Central New York Chapter of the Alzheimer's Association is pleased to express its intention to contribute a sum of \$20,000 to the Oswego County Office of Mobility Management. This donation is intended to provide support for the ACCESS, Curb-to-Curb, and Farmer's Market transportation services.

**FISCAL IMPACT:** Simple resolution, this funding allows us to utilize other funding sources (DOH, ATC, CARES) for other services.

**RECOMMENDATION:** Approval of the resolution to acknowledge and accept the \$20,000 donation from the Alzheimer's Association.

Alzheimer's of Central New York Chapter  
315 472 4201 p 800.272.3900 315 472 4202 f  
5015 Campuswood Dr. East Syracuse, NY 13057



Central New York Chapter

December 21, 2023

Dear Heather Snow:

It is with pleasure that the Alzheimer's Association, Central New York Chapter will be supporting the efforts of Oswego County Office of Mobility Management and Curb-to-Curb for Seniors/ACCESS transportation programs. Along with this program our Chapter would like to also support the Oswego and Fulton Farmers' Markets Free Rides program also. The Alzheimer's Association of Central New York would like to give \$20,000 to these efforts in Oswego County.

We will be requesting an invoice for the programs and services that the funds are going to be used for showing the program name, amount, and approximately how many people the funds will be serving. Thank you again for providing such amazing services in your community and we are grateful we are able to help support them. If you have any questions, please feel free to reach out to me at any time.

Thank you for this collaboration.

Sincerely,  
*Vicky Sokolowski*  
Program Manager  
Alzheimer's Association of Central New York  
[vsokolowski@alz.org](mailto:vsokolowski@alz.org)  
315-512-3427

**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

[illegible]

DEPARTMENT HEAD 2624 DATE 2624

*[Signature]*  
COUNTY ADMINISTRATOR

*[Signature]*  
CHAIRPERSON

DATE 2/6/2024 DATE

*DIRECTOR OF HUMAN RESOURCES	DATE
------------------------------	------

**CHAIRPERSON**

DATE \_\_\_\_\_

COUNTY TREASURER

DATE \_\_\_\_\_

**\*If Personnel Services are impacted**

**RESOLUTION NO. 042**

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –  
RFP 23-CDTP-005 TRANSIT SOFTWARE**

By Legislator Mary Ellen Chesbro:

WHEREAS, the County issued a request for proposal for a vendor to provide Transit Software; and

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 23-CDTP-005) from multiple qualified firms to provide Transit Software; and

WHEREAS, the Oswego County Community Development Tourism and Planning Department and Oswego County Purchasing Department have reviewed the proposals received and determined the proposal from Via Mobility, LLC., New York, NY 10011 meets the County's needs; and

NOW, THEREFORE, BE IT RESOLVED, that upon the recommendation of the Economic Development and Planning Committee that the County of Oswego awards the professional service contract for providing Transit Software, to Via Mobility, LLC, 114 5<sup>th</sup> Avenue, FL 17, New York, NY 10011 with an initial start-up fee of \$90,300 and an annual subscription fee of \$112,800 for a total year 1 cost of \$203,100 and year 2 and 3 annual costs of \$112,800; and be it further

RESOLVED that a certified copy of this resolution be delivered to the Treasurer and Purchasing Director, and it shall be their authority to affect the procurement of services.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**



## OSWEGO COUNTY PURCHASING

46 E Bridge Steet, Oswego NY 13126  
Phone (315)326-6050 Fax (315)342-2468  
Email: Purchasing@Oswegocounty.com

### RFP 23-CDTP-005 – TRANSIT SOFTWARE

Name of Company	Location	Costs	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Ecolane USA, Inc.	940 W. Valley Rd. Suite 1400 Wayne, PA 19087	See attachment	69.8	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
HBSS Connect Corp.	1075 Westford Street, Suite 304 Lowell, MA 01851	See attachment	81.8	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Kevadiya, Inc.	100 N Saginaw St Pontiac, MI 48342	See attachment	58.0	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td></td></tr></table>	X	X	X	X	
X	X	X	X						
Trapeze Software Group, Inc. (TripSpark)	5625 Rockwell Dr. NE Cedar Rapids, IA 52402	See attachment	84.3	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Via Mobility, LLC	114 5 <sup>th</sup> Avenue, FL 17 New York, NY 10011	See attachment	90.0	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td></td></tr></table>	X	X	X	X	
X	X	X	X						

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

**Solicitation Process:** RFP 23-CDTP-005 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on October 11, 2023. It was also sent directly to the following vendors:

Ecolane North America

Trip Spark

Ride with Via

Remix by Via

**Number of Responses:** Five (5)

Ecolane USA, Inc.	Pro <ul style="list-style-type: none"> <li>Detailed proposal</li> </ul> Con <ul style="list-style-type: none"> <li>No software integration.</li> <li>Cost</li> </ul>
HBSS Connect Corp.	Pro <ul style="list-style-type: none"> <li>Strong demand response system.</li> <li>Integration with Centro data</li> </ul> Con <ul style="list-style-type: none"> <li>Cost</li> </ul>
Kevadiya Inc.	Pro <ul style="list-style-type: none"> <li>Cost</li> </ul> Con <ul style="list-style-type: none"> <li>Limited references</li> <li>Newer company</li> <li>General software, not transport specific.</li> </ul>
Trapeze Software Group, Inc. (TripSpark)	Pro <ul style="list-style-type: none"> <li>Fixed route capabilities</li> </ul> Con <ul style="list-style-type: none"> <li>Cost</li> <li>Customer / Tech support</li> </ul>
Via Mobility, LLC	Pro <ul style="list-style-type: none"> <li>Experience</li> <li>Use of mobile app.</li> <li>Has local customers.</li> </ul> Con <ul style="list-style-type: none"> <li>None</li> </ul>

**Proposals Reviewed By:**

Donna Scanlon, Gidget Stevens, Heather Snow, Robert Brown

**Evaluation Summary:** The evaluation committee reviewed and rated the proposal according to the criteria listed on the attached schedule. The Committee recommends awarding the contract to **Via Mobility, LLC.**

**Recommended Actions:** Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

**Proposer Reply Cover Sheet**

Sealed Proposals are due by **2:00 p.m., Wednesday, November 8, 2023**, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS**

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal RFP 23-CDTP-005 – Transit Software** and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

The fees below include all expenses for services connected with RFP 23-CDTP-005.

Initial Startup fees	<u>\$ 90,300.00</u>	
Year 1 <del>Monthly</del> <sup>annual</sup> subscriptions fees	<u>\$ 112,800.00</u>	Year 1 total cost <u>\$ 203,100.00</u>
Year 2 <del>Monthly</del> <sup>annual</sup> subscriptions fees	<u>\$ 112,800.00</u>	Year 2 total cost <u>\$ 112,800.00</u>
Year 3 <del>Monthly</del> <sup>annual</sup> subscriptions fees	<u>\$ 112,800.00</u>	Year 3 total cost <u>\$ 112,800.00</u>

30-1031498

Federal ID Number:

Not M/WBE

M/WBE Status:

Dillon Twombly

Type or Print Name

Via Mobility, LLC

Firm

Manager114 5th Avenue, FL 17

Title

Address

DocuSigned by:

Dillon TwomblyNew York, NY 10011

309717A739E245B...

Authorized Signature

1/23/2024

Date

(888) 501-7511 / ( ) N/A

Telephone Number / Fax Number

Please attach any additional information to this sheet.



**Subject:** Pricing Revision for RFP 23-CDTP-005 — Transit Software

**To:** Oswego County

**Attn:** Cheyenne Beardsley

Dear Ms. Beardsley,

Thank you again for the opportunity to submit revised pricing for Via's response to Oswego County's RFP 23-CDTP for Transit Software. We are very excited about the opportunity to support Oswego County with Via's demand-response software across a 30-bus fleet.

Since launching in New York over 11 years ago, Via has helped our partners deliver higher performing, more cost-effective demand-response services. Our advanced algorithms are central to this success, and with each incremental trip we power, our algorithms unlock even greater efficiencies for our partners. We consistently find that our software becomes more beneficial as our partners add more vehicles to their Via-powered services. We recognize the benefits that come with the flexibility to change demand-response fleet size as Oswego County continues to evolve its transit network and mobility service, and we have therefore structured our software pricing to provide a per-vehicle discount for larger fleets.

We are committed to helping Oswego County leverage its fleet in the most strategic and cost-effective way possible. In the following pages, you will find detailed information on our updated pricing proposal for Oswego County. We appreciate the time that the County has invested in reviewing our proposal and we look forward to developing our partnership.

Sincerely,

**Thomas De Ridder**

**Partnerships Lead**

**Via Transportation, Inc.**

(888) 501-7511, ext. 4

114 5th Avenue, 17th Floor

New York, NY 10011

thomas.deridder@ridewithvia.com

## Section 7 — Fee

We are very enthusiastic about the opportunity to partner with the County and are committed to delivering a best-in-class demand response service. Below, please find Via's pricing proposal for software and hardware for a fleet of 30 demand-response vehicles.

### Via SaaS Pricing Proposal for Oswego County



	Description	Amount
Installation Fee	One-Time Fee	\$45,000
Hardware Fee	One-Time Fee for 30 Tab A7 Devices, Hint mounts, and De-Install + Install on 30 Vehicles	\$45,300
Monthly Per Vehicle Fees	Fixed Monthly Fee - Up to 8 Vehicles	\$2,800
	Monthly Fee per Vehicle - Vehicles 9+	\$300
Total 1-Year Cost	30-Vehicle Fleet	\$203,100

Our Software-as-a-Service solution includes two fee categories:

- **Installation Fee:** We are pleased to present Oswego County with a discounted one-time fee of \$45k (25% discount vs. list price of \$60k). This fee covers all technical tasks and start-up activities required to launch a successful microtransit system, including training, configuration, testing, and quality assurance (QA).
  - This fee also includes the cost of certain features that will enhance Oswego County's service such as a **Web Booking Application** for riders who prefer to book using a computer, **Integrated Transit Features** allowing Oswego County riders to view and book trips that include fixed-route legs by integrating with Oswego County's General Transit Feed Specification (GTFS).
- **Recurring Fees:** After launch, our solution is priced as a monthly fee that includes a fixed, all-inclusive rate for up to eight vehicles plus a per-vehicle fee for the additional vehicles in Oswego's 30-vehicle fleet.
  - **Fixed Monthly Fee:** This fee covers the first eight vehicles in Oswego's fleet and grants ongoing access to Via's software, including our Rider App, Driver App, administrative console, reporting suite, Amazon Web Services cloud

hosting, marketing support, technical support, continuous Via software upgrades, and unlimited user licenses.

- o **Monthly Fee per Vehicle:** For the additional 22 vehicles in the fleet, Oswego County will be charged a discounted rate of \$300 per vehicle per month, for active vehicles actually used each month.

Via's fee structure is fully flexible, and we welcome further discussion to determine a pricing strategy in line with Oswego County's goals and needs. For example, we can adjust our fee structure to charge more in upfront costs, and reduce monthly fees to maintain the same total cost over the contract term.

We look forward to further discussing our pricing proposal with the evaluation committee should you have any questions, feedback, or clarifications.

## Proprietary and Confidential Information

Via Mobility LLC's ("Via") response and all supporting documentation, including associated exhibits and appendices, contain confidential information exempt from disclosure under the New York's Public Officers Law, Article 6, § 84-90 ("Freedom of Information Law"). The confidential materials include, but are not limited to, information relating to the pricing of Via's services, back-end application processes, proprietary algorithms, unique business methodologies, entity officer and member details, market positioning, third party reference letters, and sensitive information on key performance indicator]. This information is exempt from disclosure under several provisions of the Freedom of Information Law, including but not limited to § 87(2)(d) (as trade secrets and records submitted to an agency by a commercial enterprise), § 87(2)(b) (as information that, if disclosed, would constitute an unwarranted invasion of personal privacy), and § 87(2)(c) (as records that, if disclosed, would impair present or imminent contract awards). Pursuant to § 89(5)(b)(1), we request that your office maintain the confidentiality of Via's response and provide Via with timely notice of any third party's request for these materials prior to production by contacting [compliance@ridewithvia.com](mailto:compliance@ridewithvia.com).

**Proposer Reply Cover Sheet**


Sealed Proposals are due by **2:00 p.m., Wednesday, November 8, 2023**, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126.

**THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS**

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal RFP 23-CDTP-005 – Transit Software** and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

The fees below include all expenses for services connected with RFP 23-CDTP-005.

Initial Startup fees	<u>\$ \$118,582.93</u>	
Year 1 Monthly subscriptions fees	<u>\$ \$13,033.67</u>	Year 1 total cost \$ <u>\$156,404</u>
Year 2 Monthly subscriptions fees	<u>\$ \$13,033.67</u>	Year 2 total cost \$ <u>\$156,404</u>
Year 3 Monthly subscriptions fees	<u>\$ \$13,033.67</u>	Year 3 total cost \$ <u>\$156,404</u>

<u>261890678</u>	<u>N/A</u>
Federal ID Number:	M/WBE Status:
<u>Spiro Gjorgjievski</u>	<u>Ecolane USA, Inc.</u>
Type or Print Name	Firm
<u>President</u>	<u>940 W. Valley Rd Suite 1400</u>
Title	Address
	<u>Wayne, PA 19087</u>
Authorized Signature	
<u>11/1/23</u>	<u>( ) 484-753-9085 / ( ) N/A</u>
Date	Telephone Number / Fax Number

**Proposer Reply Cover Sheet**

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The fees below include all expenses for services connected with RFP 23-CDTP-005.

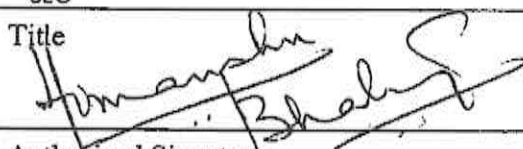
Initial Startup fees	\$ 295,737.46	
Year 1 Monthly subscriptions fees	\$ 35,730.75	Year 1 total cost \$ 350,028.21
Year 2 Monthly subscriptions fees	\$ 37,159.98	Year 2 total cost \$ 37,159.98
Year 3 Monthly subscriptions fees	\$ 38,646.38	Year 3 total cost \$ 38,646.38

46-5277876  
Federal ID Number:

MBE/Asian American  
M/WBE Status:

Dr. Himanshu Bhatnagar  
Type or Print Name

HBSS Connect Corp.  
Firm

CEO  
Title  
  
Authorized Signature

1075 Westford Street, Suite 304 Lowell, MA, 01851  
Address

11/1/2023  
Date

( ) 978 580-9065 / ( ) 978 379-0014  
Telephone Number / Fax Number

### 3.1.1 Section 1 – Proposal Additional Required Documentation

Proposer Reply Cover Sheet

#### Proposer Reply Cover Sheet

Sealed Proposals are due by **2:00 p.m., Wednesday, November 8, 2023**, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126.

#### **THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS**

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for **Request for Proposal RFP 23-CDTP-005 – Transit Software** and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

The fees below include all expenses for services connected with RFP 23-CDTP-005.

Initial Startup fees	\$ 41,250.00	
Year 1 Monthly subscriptions fees	\$ 4,020.00	Year 1 total cost \$ 49,200.00
Year 2 Monthly subscriptions fees	\$ 4,020.00	Year 2 total cost \$ 49,200.00
Year 3 Monthly subscriptions fees	\$ 4,020.00	Year 3 total cost \$ 49,200.00

26-3926905

Federal ID Number:

H. David Lester

Type or Print Name

Director of Business Development

Title

Authorized Signature

11/15/2023

Date

Women-Owned Small Business

M/WBE Status:

Kevadiya, Inc.

Firm

100 N. Saginaw Street

Address

Pontiac, MI 48342

(248) 387-2843 / ( ) N/A

Telephone Number / Fax Number



# 1. Required Documentation

RFP 23-CDTP-005 – Transit Software

## Proposer Reply Cover Sheet

Sealed Proposals are due by 2:00 p.m., Wednesday, November 8, 2023, at: Oswego County Purchasing, 46 East Bridge Street, Oswego, NY 13126.

### **THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS**

The undersigned hereby certifies that he/she has examined and fully comprehends the requirements and intent of the Notice, Information, and Specifications for Request for Proposal RFP 23-CDTP-005 – Transit Software and offers to fulfill the activities as shown in the attached proposal for the cost listed below.

The fees below include all expenses for services connected with RFP 23-CDTP-005.

Initial Startup fees	\$ 282,001	
Year 1 Monthly subscriptions fees	\$ 7,227.58	Year 1 total cost \$ 368,732
Year 2 Monthly subscriptions fees	\$ 7,589.91	Year 2 total cost \$ 91,067
Year 3 Monthly subscriptions fees	\$ 7,968.41	Year 3 total cost \$ 95,621

98-0358175

Federal ID Number:

Robert DeSanti

Type or Print Name

General Manager

Title

Authorized Signature

Date

Not Applicable

M/WBE Status:

Trapeze Software Group, Inc.

Firm

5625 Rockwell Dr. NE

Address

Cedar Rapids, IA 52402

(905)629-8727 x105479/ (905) 629-5460

Telephone Number / Fax Number



Total Points	Evaluation Criteria	ECOLANE				HBSS CONNECT CORP.			
	Evaluator	DS	GS	HS	RB	DS	GS	HS	RB
40	Experience & Capabilities	35	36	21	25	30	38	24	35
30	Management Outline and Project Approach	24	25	13	20	23	30	26	24
10	Business & Organization	10	8	4	9	10	9	5	10
20	Cost	12	13	9	15	10	19	16	18
100	Total Points	81	82	47	69	73	96	71	87
Rating per Evaluation		69.8				81.8			

Total Points	Evaluation Criteria	KEVADIYA				TRIPSPARK				VIA MOBILITY			
	Evaluator	DS	GS	HS	RB	DS	GS	HS	RB	DS	GS	HS	RB
40	Experience & Capabilities	30	35	13	10	35	39	30	39	35	40	32	36
30	Management Outline and Project Approach	20	24	9	10	22	29	20	28	27	30	27	29
10	Business & Organization	10	7	4	8	10	9	6	10	10	9	9	10
20	Cost	10	14	9	19	13	19	12	16	15	19	17	15
100	Total Points	70	80	35	47	80	96	68	93	87	98	85	90
Rating per Evaluation		58.0				84.3				90.0			

DS = Donna Scanlon

RB = Robert Brown

GS = Gidget Stevens

HS = Heather Snow

**RESOLUTION NO. 043**

**RESOLUTION APPOINTING A MEMBER TO THE OSWEGO COUNTY  
TRAFFIC SAFETY BOARD**

By Legislator James Karasek:

WHEREAS, Local Law No. 2 of 1969 established the Oswego County Traffic Safety Board with members serving 3-year, staggered terms; and

WHEREAS, certain members of the Oswego County Traffic Safety Board have retired, and volunteers have come forth to fill those terms; and

NOW, on recommendation of the Health Committee of this body; be it

RESOLVED, that the following individuals be, and they hereby are, re-appointed and/or appointed to the Oswego County Traffic Safety Board for a term to expire as hereinafter set forth:

Brandon Lummis

Oswego City Police Department

12/5/2026

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**



OSWEGO CITY POLICE DEPARTMENT

WILLIAM J. BARLOW, JR. MAYOR

PHILLIP D. CADDY, POLICE CHIEF  
JOHN O'C. CONWAY MUNICIPAL BUILDING  
169 WEST SECOND STREET  
OSWEGO, NY 13126  
PHONE: (315) 342-8120  
FAX: (315) 342-8200  
WWW.OSWEGONY.ORG

November 29, 2023

To: Oswego County Traffic Safety Board  
From: Deputy Chief Damian Waters

After serving on the Oswego County Traffic Safety Board for several years, I would like to resign from this position and allow another member of my department the opportunity to serve our community.

I would like to recommend Ofc Brandon Lummis. Ofc Lummis is currently assigned to our administrative office with responsibilities that include, community outreach, neighborhood engagement, policy, and grant writing.

I think Ofc Lummis would be a great fit on the committee and would respectfully request he be considered and presented to the legislature as a new member.

Sincerely,

Damian Waters

# BRANDON LUMMIS

Oswego City Police Department  
169 W. 2nd St., Oswego, NY 13126  
Office: (315) 342-8204

## EDUCATION

---

<b>David Sullivan – St. Lawrence County Law Enforcement Academy</b> Phase 2 Law Enforcement Academy	2020
<b>SUNY Potsdam Law Enforcement Training Institute</b> Phase 1 Law Enforcement Academy	January 2018 – May 2018
<b>State University of New York at Potsdam</b> B.A. – Law Enforcement and the Criminal Justice System <ul style="list-style-type: none"><li>• President's List</li><li>• 2017-2018 Criminal Justice Department Scholar</li><li>• Criminal Justice Achievement Award</li><li>• Final GPA: 3.94</li></ul>	January 2017 – May 2018
<b>Utica College</b> Economic Crime Investigation <ul style="list-style-type: none"><li>• High Honor Dean's List</li><li>• Dean's List</li></ul>	January 2013 - December 2016
<b>Long Island University - C.W. Post</b> Criminal Justice	September 2012 - December 2012

## WORK AND EXPERIENCE HISTORY

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<b>City of Oswego Police Department</b> Oswego, NY <i>Police Officer – Administrative Division</i>	January 2023 – Present
<ul style="list-style-type: none"><li>• Assigned to the Neighborhood Engagement Team, assisting with community-oriented policing functions, department social media management, and liaison for various community groups and organizations.</li><li>• Serves as Accreditation Manager, responsible for management of department NYS Law Enforcement Accreditation Program as well as CALEA Accreditation Program.</li><li>• Responsible for development and maintenance of department policies, procedures, and forms.</li><li>• Performs evidence and property clerk tasks as needed.</li><li>• Assists with department recruitment functions.</li><li>• Performs grant-writing and grant management.</li><li>• Responsible for management of our agency's involvement with the 1033 Federal Excess Property Program.</li><li>• Maintains statistical data for department and performs analysis as requested.</li><li>• Serves as department therapy dog handler.</li><li>• Conducts all below listed responsibilities of a police officer for the City of Oswego Police Department when assisting road patrol, criminal investigative division, or when otherwise necessary.</li><li>• <b>Specialized training:</b> <i>Field Training Officer, Accreditation Manager, Property/Evidence Room Management, Group Crisis Intervention, Crisis Intervention Team Training, Problem-Oriented Policing, TruNarc Certification, Basic Investigative Photography.</i></li></ul>	

**City of Oswego Police Department** Oswego, NY

June 2020 – Present

*Police Officer*

- Patrols an assigned area while engaging in community-oriented policing.
- Responds to calls for service as dispatched.
- Investigates suspicious activities.
- Enforces, investigates, and makes arrests for violations of federal, state, and local laws and ordinances.
- Performs vehicle and traffic enforcement as well as traffic control duties.
- Provides direction and information to the public.
- Maintains records and completes reports of investigations.
- Performs grant-writing and grant management.
- **Awards:** *Officer of the Fall/Summer 2021*

**City of Ogdensburg Police Department** Ogdensburg, NY

December 2019 – June 2020

*Police Officer*

- Patrols an assigned area while engaging in community-oriented policing.
- Responds to calls for service as dispatched.
- Investigates suspicious activities.
- Enforces, investigates, and makes arrests for violations of federal, state, and local laws and ordinances.
- Performs vehicle and traffic enforcement as well as traffic control duties.
- Provides direction and information to the public.
- Maintains records and completes reports of investigations.

**Syracuse University** Syracuse, NY

March 2019 – January 2020

*Public Safety Officer II*

- Attended the Syracuse University Peace Officer Academy as a Public Safety Officer Recruit, graduating August 2019 as Valedictorian.
- Assigned to a post for Mayfest 2019, tasked with assisting security staff in limiting entrance to the adult beverage area, engaging with the community, and answering questions from attendees.
- Assigned a gate and field post for the 2019 Syracuse University Commencement, with approximately 15,000 students, faculty, parents, and guests in attendance.
- Performs various law enforcement, security, and other service duties as directed.
- Tasked with responding to and investigating violations of established University rules and regulations, ordinances on the local and county level, and state and federal crimes and violations as well as other incidents and traffic infractions as they may occur.
- Engages in patrol of specific zones and areas by foot and patrol vehicle, engaging in community-oriented policing and performing property checks as well as responding to calls for service.
- Trained to respond to calls for service for emergency medical assistance.
- Writes comprehensive reports detailing daily activities.

**State University of New York at Potsdam - University Police**

September 2017 - December 2017

Potsdam, NY

*Intern*

- Shadowed University Police Officers throughout their shifts and observed vehicle and traffic enforcement, the handling of complaints, report writing via the Spectrum Justice System (SJS), the arrest process, and other daily functions in a university setting.

**St. Lawrence County Correctional Facility** Canton, NY

August 2017 - December 2017

*Student*

- Student in the course "Corrections & Punishment" at SUNY Potsdam, where once a week, we visited the St. Lawrence County Correctional Facility and engaged first-hand with individuals incarcerated within the St. Lawrence County Correctional Facility. Topics discussed with those serving at the St. Lawrence County Correctional Facility included Addiction, Mental Health, and Re-Entry Planning.
- Worked in a team in developing a re-entry resource guide for those incarcerated within the St. Lawrence County Correctional Facility.

**Walmart** Potsdam, NY

May 2017

*Produce Associate*

- Greeted customers and answered questions, directing customers to the best available resource.
- Stocked produce in an organized fashion and culled produce as necessary.
- Assisted in unloading shipments of produce into the produce storage area and organizing them based upon type.

**Oxford Police Department** Oxford, NY

January 2013 - January 2017

*Police Clerk / Intern*

- Responded to walk-in complaints and requests in the office. Answered phones. Recorded complaints and requests into our Records Management System.
- Interacted with other members of local, county, and state law enforcement agencies. Assisted in locating and forwarding information to other law enforcement agencies in certain criminal investigations.
- Helped to organize community outreach events.
- Scheduled appointments for Chief of Police and other members of the department as necessary.
- Ordered office supplies, uniforms, and equipment.
- Acted as a grant writer and performed grant management.
- Prepared departmental monthly, quarterly, and annual reports for submission to the Village Board. Assisted the Chief of Police in collecting data required to submit Uniform Crime Reports.
- Issued press releases, with approval from the Chief of Police. Performed various other administrative duties.
- Developed and put in place a program where those suffering from addiction may enter the police station seeking help, turning in their drugs and paraphernalia without risk of arrest. Formed strategic partnerships with local, state, and national treatment centers as well as local harm reduction organizations and helped to coordinate several public outreach events concerning the heroin epidemic.
- Trained in the use of TraCS ticket reporting software as well as in the administration of TraCS software. Multiple years of experience troubleshooting and solving various issues with the TraCS software.
- Trained in the use and administration of the Spectrum Justice System Record Management System (SJS). Assisted in training officers in the use of SJS.
- Initiated and assisted in overseeing our agency's involvement in the New York State Federal Surplus Property Program, the 1033 Federal Excess Property Program, and the DOJ's Equitable Sharing Program.
- Assisted in working with the local school district and Village Board to establish a School Resource Officer Program within our local school district.

**Long Island University - C.W. Post Public Safety** Brookville, NY

September 2012 - November 2012

*Administrative Assistant*

- Operated a helpdesk, issuing campus ID cards to students and faculty daily.
- Answered various questions regarding campus operations.
- Filed paperwork.

**Oxford Police Department** Oxford, NY

January 2012 - August 2012

*Work Experience*

- Shadowed the Chief of Police on patrol.
- Recorded calls for service in PD Manager (our Record Management System at the time).

- Updated NYS law books and local law books when new inserts arrived.
- Solved several issues our agency was experiencing with TraCS ticket reporting software as they arose.

**RESOLUTION NO. 044**

**RESOLUTION APPOINTING A LEGISLATIVE MEMBER TO THE  
OSWEGO COUNTY BOARD OF HEALTH**

By Legislator James Karasek:

WHEREAS, a vacancy has occurred as a result of a term expiration of a certain member of the Oswego County Board of Health; and

WHEREAS, in order to conform to the bylaws of the Board of Health, it is necessary to appoint a current serving legislator; and

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

RESOLVED, that the following individual be, and hereby is, appointed to the Oswego County Board of Health to expire as follows:

**James Karasek**

**March 1, 2024 – December 31, 2025**

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 23    NO: 0    ABSENT: 1    ABSTAIN: 1**

**PRESOLUTION NO. 045**

**RESOLUTION AUTHORIZING THE RECLASSIFICATION OF ONE POSITION  
IN THE HEALTH DEPARTMENT**

By Legislator James Karasek:

WHEREAS, to comply with updated state regulations, specifically Title 18 of the New York Codes, Rules, Regulations (18 NYCRR) SubPart 521-1, a county-wide Corporate Compliance Officer is necessary to implement the new county-wide Corporate Compliance Plan; and

WHEREAS, a review of workload, staffing, and succession planning needs has been Conducted; and

NOW, upon recommendation of the Health Committee and with approval of the Finance and Personnel Committee of this body, be it

RESOLVED, that position #401008001, Compliance Program Administrator, SG30, in the Management Compensation Plan be reclassified to Corporate Compliance Officer, SG40, Step 4, \$58,137, in the same Management Compensation Plan. This position will remain eligible for partial reimbursement through Article 6 for Health Department related to core activities; and be it further

RESOLVED, that certified copies of this resolution delivered to the County Treasurer, Budget Officer, and Director of Human Resources shall be their authority to make such changes.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

Authorized Budget Modification	Res. 045 of 2024
A4035 511000	(\$2,968.00)
A4035 590308	(\$277.00)
A4010 511000	\$2,968.00
A4010 590308	\$277.00



## **INFORMATIONAL MEMORANDUM**

**Subject:** Reclassification in the Health Administration Division

**Purpose:** Request for reclassification of one position in the Health Administration Division.

**Summary:** In the past, the corporate compliance program resided completely within the health department. To meet growing needs, a county-wide Corporate Compliance Officer will be necessary. This position will remain within the health department but will chair a county-wide compliance committee. This committee will meet at least quarterly, develop a compliance plan for the county, and will review and investigate any violations or complaints, as well as make recommendations, as appropriate. The Corporate Compliance Officer will collaborate with compliance officers from other county departments as well as the county attorney. This position will remain eligible for partial reimbursement through Article 6 for Health Department work related to core activities. Any additional duties added with this reclass are ineligible for Article 6.

**Fiscal Impact 2024:** A4010 Salaries and FICA increase a total of \$3,195, offset by vacancies in the Preventive Division.

**Fiscal Impact 2025:** A4010 Salaries and FICA will increase based on annual contracted pay increase percentages.

**Recommended Action:** The Health Committee to approve and recommend the reclassification of position # 401008001 from Compliance Program Administrator to Corporate Compliance Officer and the corresponding budget modification.

# POSITION REQUEST/DELETE BUDGET FORM

**DEPARTMENT:** Health

**DIVISION/UNIT**

A4010

## A. NEW POSITION REQUEST

1. Position Title Requested:

2. Bargaining Unit: ☐ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: \_\_\_\_\_ Grade: \_\_\_\_\_

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

4. Percent of Federal and or State Reimbursement: \_\_\_\_\_ Fringe Reimbursed: ☐ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

6. Complete New Position Duties Statement (p. 3 & 4).

## B. RECLASSIFICATION REQUEST

1. Present Title: Compliance Program Administrator 2. Position 401008001

3. Present Salary/Hourly Rate: 55169.00 Grade: SG30

4. Requested Title: Corporate Compliance Officer

5. Requested Salary: \_\_\_\_\_

a. Bargaining Unit: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Grade: \_\_\_\_\_

b. Management or OCPA – Salary Requested: 58,137 Grade: 40

6. Percent of Federal and/or State Reimbursement: 40% Fringe Reimbursed: ☒ Yes ☐ No

7. Justification of Need (use additional sheets as necessary): *To meet growing comply with updated state regulations, specifically Title 18 of the New York Codes, Rules, Regulations (18 NYCRR) SubPart 521-1 needs, a county-wide Corporate Compliance Officer will be necessary to implement the new county-wide Corporate Compliance Plan. While this position will remain within the health department, the job duties will expand to include chairing a county-wide compliance committee.*

8. Complete New Position Duties Statement (p. 3 & 4).

**C. POSITION DELETION**

1. Title to be Deleted:

2. Position #

3. Salary Savings:

4. Reason for Deletion:

**Civil Service Law: Section 22. Certification for positions.**  
 Before any new positions in the service of a civil division shall be created or any existing position in such service shall be reclassified, the proposal therefore, including a statement of the duties of the position, shall be referred to the municipal commission having jurisdiction and such commission shall furnish a certificate stating the appropriate civil service title for the proposed position or the position to be reclassified. Any such new position shall be created or any such position reclassified only with the title approved and certified by the commission.

**OSWEGO COUNTY HUMAN RESOURCES  
DEPARTMENT**

**NEW POSITION DUTIES STATEMENT**

Department head or other authority requesting the creation of a new position, prepare a separate description for each new position to be created except that one description may cover two or more identical positions in the same organizational unit. Forward two typed copies to this office.

**1. DEPARTMENTS/SCHOOL  
DISTRICT/TOWN OR VILLAGE**  
Health

**DIVISION, UNIT, OR WORK SECTION**  
A4010

**LOCATION OF POSITION**  
Bunner St Complex

**2. DESCRIPTION OF DUTIES:** Describe the work in sufficient detail to give a clear word picture of the job. Use a separate Paragraph for each kind of work and describe the more important or time-consuming duties first. In the left column, estimate how the total working time is divided.

Title requested: *Corporate Compliance Officer*

**PERCENT OF  
WORK TIME**

10%	<i>Establish and direct implementation of standard policies, procedures and best practices which define compliance expectations, promote understanding of compliance requirements and prevent inaccurate billings and inappropriate practices in the Medicaid Program and/or illegal, unethical or improper conduct relative to HIPAA or other legal mandates, which includes the implementation and maintenance of the Corporate Compliance Program;</i>
10%	<i>Periodically reviews and updates the Compliance Program in response to changes within the agency, County, and/or government regulations or laws;</i>
10%	<i>Develops, implements, reviews and updates internal policies and procedures designed to promote effective dissemination and understanding of compliance requirements, identify compliance deficiencies, and provide a systematic response to investigate and correct non-compliance</i>
10%	<i>Develops, coordinates and provides periodic in-service compliance training and provides information related to compliance issues and risk areas;</i>
10%	<i>Establishes a policy of non-intimidation and non-retaliation for good faith participation in the compliance program;</i>
10%	<i>Responds to alleged violations of rules, regulations, policies, procedures, by evaluating, investigating and recommending corrective action;</i>
10%	<i>Implements and monitors a system to identify compliance vulnerability including identification of providers excluded from participation in the Medicare, Medicaid and other related programs;</i>
10%	<i>Collaborates with the human resources department and/or county attorney's office to identify appropriate channels for investigation and to ensure the implementation of consistent disciplinary actions in cases of serious or on-going compliance violations;</i>
10%	<i>Coordinates the implementation of public health standards to improve quality and performance and obtain accreditation;</i>
10%	<i>Reviews contractual agreements to ensure regulatory compliance standards are met, other duties assigned.</i>

**(Attach additional sheets if more space is needed)**

3. Names and titles of person supervising (general, direct, administrative, etc.).

NAME	TITLE	TYPE OF SUPERVISION
era Dunsmoor	Director of Public Health	Direct

4. Names and titles of persons supervised by employee in this position.

NAME	TITLE	TYPE OF SUPERVISION

5. Names and titles of persons doing substantially the same kind and level of work as will be done by the incumbent of this new position.

NAME	TITLE	LOCATION OF POSITION

6. What minimum qualifications do you think should be required for this position?

Education: ☐ High School \_\_\_\_\_ years  
☒ College 4 years, with specialization in Health or Science related field  
☐ Other \_\_\_\_\_ years, with specialization in \_\_\_\_\_

**Experience (list amount and type):** *The ability to provide training and guidance to others; establish effective working relationships with management and staff; develop and implement a regulatory compliance program; communicate effectively, both orally and in writing; read, analyze and interpret regulations, policies and procedures; organize documentation system and records; perform duties with a high degree of integrity and adherence to ethical standards.*

**Essential knowledge, skills and abilities:** *the principles and practices of managing a compliance program, regulatory compliance concepts and techniques; Medicaid and Medicare reimbursement requirements; trends in health care financing, documentation, and communications; auditing procedures; research methods and techniques; statistical techniques involved in administrative analysis.*

Type of license or certificate required:

7. The above statements are accurate and complete.

Date: 1.18.24

Title: Director of Public Health

Signature: Vera J. Dunsmoor

**CERTIFICATE OF OSWEGO COUNTY PERSONNEL OFFICER**

8. In accordance with the provisions of Civil Service Law (Section 22), the Oswego County Personnel Officer certifies that the appropriate civil service title for the position described is:

POSITION CLASS TITLE:

JURISDICTIONAL CLASS:

Date:

Signature:

**For additional Backup, regarding the Oswego County Corporate Compliance Plan and Policies, please view GC-5 in the Government Courts and Consumer Affairs Committee agenda/packet dated February 5, 2024.**

## 2.15.24

Final Document	2.6.24
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Date \_\_\_\_\_

County Administrator

~~County Administrator~~  
~~Chairperson~~

**Department Head**  
**Director of Human Resource**

Date	Date
------	------

DATE \_\_\_\_\_

2-6-24  
DATE

**County Treasurer**

DATE \_\_\_\_\_

**RESOLUTION NO. 046**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION WITH THE  
HIGHWAY DEPARTMENT TO TRANSFER FUNDS FROM INSURANCE  
RECOVERY FUND INTO HIGHWAY EXPENSE**

By Legislator Paul House:

WHEREAS, in January a check for \$10,010.26 was deposited in account A1325.426800, Insurance Recovery Fund, for repairs to a Highway Paver that was in an accident on June 5, 2023; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, and with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$10,010.26 from account A1325.426800 (Insurance Recovery Fund) to DM5130.545400 (Highway Expense).

A1325.426800 to DM5130.545400

Total Authorization  
\$10,010.26

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24   NO: 0   ABSENT: 1   ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 046 of 2024**

**DM5130 545400  
A1325 426800**

**\$10,010.26  
(\$10,010.26)**



**COUNTY OF OSWEGO  
HIGHWAY DEPARTMENT**

31 Schaad Drive  
Oswego NY 13126  
(315) 349-8712 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** Budget modification to transfer \$10,010.26 from account A1325.426800 (Insurance Recovery Fund) into account DM5130.545400 (Highway Expense)

**PURPOSE:** To recommend that the Infrastructure, Facilities and Technology Committee, the Finance and Personnel Committee and the Oswego County Legislature approve a budget modification to transfer these funds.

**SUMMARY:** The checks were for an insurance payment for the paver that was damaged in an accident on 6/5/23.

**RECOMMENDED ACTION:** The Infrastructure, Facilities and Technology Committee, the Finance and Personnel Committee recommends the Oswego County Legislature authorize that \$10,010.26 be transferred from account A1325.426800 (Insurance Recovery Fund) into account DM5130.545400 (Highway Expense).

Shawn Walker  
Highway Superintendent

Date

**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

[illegible]

Am Wdh 26-24

COUNTY ADMINISTRATOR

21524

DATE FEB 6 2024

**CHAIRPERSON**

**\*If Personnel Services are impacted**

**COUNTY TREASURER**

**RESOLUTION NO. 047**

**RESOLUTION AUTHORIZING THE DELETION OF ONE POSITION  
IN THE HIGHWAY DEPARTMENT**

By Legislator Paul House:

WHEREAS, due to advanced technology and office software and having the current staffed positions of two Senior Account Clerks and one Director of Administrative Services; and

WHEREAS, the department has identified a decreased need for a Senior Typist to perform certain duties; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, and with the approval of the Finance and Personnel Committee, be it

RESOLVED, that position #501005201, Senior Typist, Grade 5, in the Oswego County Office Personnel Unit, be deleted; and be it further

RESOLVED, that certified copies of this resolution delivered to the County Treasurer, Budget Officer, and Director of Human Resources shall be their authority to make such changes.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 23    NO: 1    ABSENT: 1    ABSTAIN: 0**



**COUNTY OF OSWEGO  
HIGHWAY DEPARTMENT**

31 Schaad Drive  
Oswego NY 13126  
(315) 349-8712 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

**SUBJECT:** Authorization to modify the Highway Department's budget to delete one Senior Typist position.

**BACKGROUND:** The Highway office staff currently consists of two Senior Account Clerks, one Senior Typist and a Director of Administrative Services to Highway. With the advanced technology we have today, there is not a need for the Senior Typist position. After paying invoices, making invoices, and payroll through Munis and using Excel spreadsheets, the workload does not take as long.

**FISCAL IMPACT:** None.

**RECOMMENDED ACTION:** To authorize the proposed modification of the Highway Department's budget to delete one Senior Typist position, Grade 5, in the CSEA COOP Bargaining Unit.

# POSITION REQUEST/DELETE BUDGET FORM

DEPARTMENT: **Oswego County Highway** DIVISION/UNIT (NUMBER):

## A. NEW POSITION REQUEST

1. Position Title Requested:

2. Bargaining Unit: ☒ CO-OP ☐ Highway ☐ Silver Star ☐ Deputies ☐ OCPA ☐ Mgmt.

3. a. Bargaining Unit – Hourly Rate from Grade plan: \_\_\_\_\_ Grade: \_\_\_\_\_

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

4. Percent of Federal and or State Reimbursement: \_\_\_\_\_ Fringe Reimbursed: ☐ Yes ☐ No

5. Justification of Need (Use additional sheets as necessary):

6. Complete New Position Duties Statement (p. 3 & 4).

## B. RECLASSIFICATION REQUEST

1. Present Title: \_\_\_\_\_ 2. Position #: \_\_\_\_\_

3. Present Salary/Hourly Rate: \_\_\_\_\_ Grade: \_\_\_\_\_

4. Requested Title: \_\_\_\_\_

5. Requested Salary: \_\_\_\_\_

a. Bargaining Unit: \_\_\_\_\_ Hourly Rate: \_\_\_\_\_ Grade: \_\_\_\_\_

b. Management or OCPA – Salary Requested: \_\_\_\_\_ Grade: \_\_\_\_\_

6. Percent of Federal and/or State Reimbursement: 0 Fringe Reimbursed: ☐ Yes ☐ No

7. Justification of Need (use additional sheets as necessary):

8. Complete New Position Duties Statement (p. 3 & 4).

**C. POSITION DELETION**

1. Title to be Deleted: Senior Typist

2. Position # 501005201

3. Salary Savings: \$33,895

4. Reason for Deletion:

*vacant position not needed at this time*

**RESOLUTION NO. 048**

**RESOLUTION AUTHORIZING AND ESTABLISHING AN ADDITIONAL HOURS  
ACCOUNT LINE FOR THE DEPARTMENT OF HIGHWAY**

By Legislator Paul House:

WHEREAS, the Highway Department would like to create an additional hour line for the Office Staff; and

WHEREAS, the Highway Department currently has position lines for 2 Senior Account Clerks and 1 Senior typist position. There is currently only a Senior Account Clerk position filled and the additional hours will help encourage the current Senior Account Clerk to stay and encourage anyone interested in the other Senior Account Clerk position at the Highway Department; and

WHEREAS, the Highway Department would like to dissolve the Senior Typist position and use the 2024 budgeted amount for the position to pay for the additional hours line; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, and with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$5,000 to D5010.514300 (Highway – Additional Hours) from D5010.511000 (Highway – Salaries and Wages).

D5010.5110 to D5010.514300

Total Authorization  
\$5,000

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 23    NO: 1    ABSENT: 1    ABSTAIN: 0**

**Authorized Budget Modification**

**Res. 048 of 2024**

**D5010 514300  
D5010 511000**

**\$5,000.00  
(\$5,000.00)**



**COUNTY OF OSWEGO  
HIGHWAY DEPARTMENT**

31 Schaad Drive  
Oswego NY 13126  
(315) 349-8712 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

**TO: Oswego County Legislators**  
**FROM: Shawn Walker, Highway Superintendent**  
**DATE: February 15, 2024**  
**RE: Creating Additional Hours Line for Office Staff**

**SUBJECT:** Authorization for creating additional hours line for the office staff.

**BACKGROUND:** The Highway Department currently has only one Senior Account Clerk and a Director of Administrative Services for Highway, for office staff. The Highway Department has two positions open, a Senior Typist and Senior Account Clerk. Currently the Highway is looking for another Senior Account Clerk and would like to dissolve the Senior Typist position and use the 2024 budgeted amount for that position line to pay for the additional hours of both Senior Account Clerks when needed.

**FISCAL IMPACT:** None.

**RECOMMENDED ACTION:** The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee, and the Oswego County Legislature to authorize creating additional hours line for the Highway Office Staff.


\_\_\_\_\_  
Shawn Walker  
Highway Superintendent

\_\_\_\_\_  
Date

**COUNTY OF OSWEGO  
BUDGET MODIFICATION REQUEST**

[illegible]

2-6-24

  
 COUNTY ADMINISTRATOR  
 DATE Feb 6 - 2024  
 21524

*DIRECTOR OF HUMAN RESOURCES	DATE
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**\*If Personnel Services are impacted**

**RESOLUTION NO. 049**

**RESOLUTION AUTHORIZING BUDGET MODIFICATION- THE DEPARTMENT  
OF HIGHWAY EQUIPMENT 2024**

By Legislator Paul House:

WHEREAS, the Highway Department needs to purchase equipment for the 2024 year; and

WHEREAS, the equipment has been pre-approved and met the CHIPS specific qualifications for 2024-2025 CHIPS program; and

WHEREAS, the equipment will be 100% reimbursable through the CHIPS program; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, and with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$2,000,000 from Highway Appropriated Fund Balance and CHIPS Funding to CHIPSD5112.524000 Highway and Street Equipment.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

Authorized Budget Modification

Res. 049 of 2024

D5112 435010

(\$2,000,000.00)

D5112 524000

\$2,000,000.00



**COUNTY OF OSWEGO  
HIGHWAY DEPARTMENT**

31 Schaad Drive  
Oswego NY 13126  
(315) 349-8712 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

**TO: Oswego County Legislators**  
**FROM: Shawn Walker, Highway Superintendent**  
**DATE: February 15, 2024**  
**RE: Highway Equipment 2024**

**SUBJECT:** To transfer CHIPS funds -- Highway Equipment 2024.

**BACKGROUND:** Attached is a list of equipment the Highway Department needs to purchase. The Highway Department is seeking a total transfer of \$2,000,000 from the Highway Interfund balance. The equipment has been pre-approved and has met the CHIPS spec qualifications for 2024-2025 CHIPS program.

**FISCAL IMPACT:** None. The cost of the equipment will be eligible for 100% reimbursement through the CHIPS program.

**RECOMMENDED ACTION:** The Infrastructure, Facilities and Technology Committee, the Finance & Personnel Committee and the Oswego County Legislature authorize this budget modification and \$2,000,000 for the purchase of equipment.

\_\_\_\_\_  
Shawn Walker  
Highway Superintendent

\_\_\_\_\_  
Date



COUNTY OF OSWEGO  
HIGHWAY DEPARTMENT

31 Schaad Drive  
Oswego NY 13126  
(315) 349-8712 Fax (315) 349-8256

Shawn Walker, Highway Superintendent

Chris Baldwin, P.E., Highway Engineer

**Equipment to Purchase through CHIPS in 2024:**

	<u>Total Estimated Cost</u>
(2) Live-Bottom Trailers	\$228,090
(1) Tri-Axle Dump Trailer	\$111,880
(1) Double-Drum Roller	\$22,706
(2) Brush Trucks	\$254,506
(2) Brush Chippers	\$193,479
(1) Small Plow / Spreader & Equipment	\$128,426
(2) 10-Wheel Dump Trucks	\$426,272
(2) Snowplows / Spreaders & Equipment	\$627,508
	<u>\$1,992,867</u>

**COUNTY OF OSWEGO**

[illegible]

County Administrator \_\_\_\_\_ DATE 2/15/24

\* DIRECTOR OF HUMAN RESOURCES DATE

CHAIRPERSON	DATE
-------------	------

**\*If Personnel Services are impacted**

COUNTY TREASURER

DATE \_\_\_\_\_

**RESOLUTION NO. 050**

**RESOLUTION AMENDING RESOLUTION NUMBER 415 DATED DECEMBER 14, 2023, CAPITAL PROJECT NUMBER 0423 TO CAPITAL PROJECT NUMBER E0423**

By Legislator Paul House:

WHEREAS, the Oswego County Airport has put forth a resolution to purchase Airport Fuel Trucks; and

WHEREAS, Capital Project Number 0423 has been established for this purchase through previous Resolution Number 415, dated December 3, 2023; and

WHEREAS, The Capital Project Number 0423 was previously assigned to Highway Department Equipment purchase on March 9, 2023, through Resolution Number 071. The Airport Fuel Truck project needs to be changed to Number E0423; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this Legislature, and with the Approval of the Finance and Personnel Committee; be it

RESOLVED, that the Treasurer is hereby authorized to change the Airport Fuel Truck Project number to Number E0423.

**Airport Fuel Trucks**

CP#E0423 - Airport Fuel Trucks

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:  
YES: 23    NO: 1    ABSENT: 1    ABSTAIN: 0**

**RESOLUTION NO. 051**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION DEPARTMENT  
OF SOLID WASTE LANDFILL AND TRANSFER STATIONS- OTHER  
EQUIPMENT TO ADDITIONAL HOURS ACCOUNT**

By Legislator Paul House:

WHEREAS, The Department of Solid Waste has experienced clerical staff turnover, during and after the pandemic, along with an increased workload, The Department does not want to add staff, the department would prefer to offer 5 additional hours per week to the current staff of three 35-hour employees, for a portion of 2024; and

NOW, upon recommendation of the Infrastructure, Facilities and Technology Committee of this body, with the approval of the Finance and Personnel Committee, be it

RESOLVED, that the County Treasurer be, and hereby is, authorized to transfer the funds from and to the accounts shown on the attached budget modification request; and be it further

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

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 23    NO: 1    ABSENT: 1    ABSTAIN: 0**

Authorized Budget Modification	Res. 051 of 2024
CL8160 526000	(\$18,000.00)
CL8160 514300	\$16,725.00
CL8160 590308	\$1,275.00



## Oswego County Department of Solid Waste

Michael Lutestanski II, Director of Solid Waste Programs

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TO: Legislator Paul House, Chairman  
Infrastructure, Facilities and Technology Committee  
Stephen Walpole, Chairman  
Finance & Personnel Committee

FROM: Michael J. Lutestanski II, Director of Solid Waste Programs

RE: Budget Mod for Other Equipment to Additional Hours

DATE: Jan 23, 2024

The clerical work required for the Dept of Solid Waste, Landfills and Transfer stations suffered, through and after the covid pandemic. As the pandemic wound down, there was staff turnover, which in turn created some deficiencies in getting the daily/weekly/monthly workload accomplished. Going forward there is an increased workload as well, there are items in the Solid Waste Management Plan, and we are looking to ramp up an Organics/Composting program over the next year and half.

The department does not want to increase the headcount of the office staff, there are currently 3 35-hour positions. The department would prefer to offer 5 additional hours per week, for the 3 positions, for a portion of 2024. Going forward, the management team will monitor the workload, and determine if that will adequately cover the clerical needs of the department, or if we will have to adjust for 2025.

The Dept of Solid Waste requests a Budget Modification to transfer eighteen-thousand dollars (\$18,000) per the attached budget modification, from other equipment CL8160 52600, to Additional Hours CL8160 514300, and Social Security CL8160 590308.

**RESOLUTION NO. 052**

**RESOLUTION AUTHORIZING BUDGETARY MODIFICATION- BUILDINGS  
AND GROUNDS- INCREASING CAPITAL PROJECT NUMBER C0323 –  
OSWEGO COUNTY FLOORING**

By Legislator Paul House:

WHEREAS, this body has heretofore established Capital Project Number C0323 – County Flooring with a maximum authorization of \$17,508.84; and

WHEREAS, the Buildings and Grounds Superintendent has identified the need to increase the authorization of Capital Project Number C0323 – County Flooring by \$50,000; and

NOW, upon recommendation of the Infrastructure and Facilities Committee, of this body, and with the approval of the Finance and Personnel Committee; be it

RESOLVED, that the Treasurer is hereby authorized to transfer \$50,000 from Capital Reserve Number 21 – Building Renovations to Capital Project Number C0323 – County flooring and that the project is hereby authorized for the maximum expenditure of \$67,508.84; and be it further

RESOLVED, that a certified copy of this resolution delivered to the County Treasurer and Budget Officer shall be their authority to affect such transfer and make such adjustments.

**Capital Project**  
CP # C0323 County Flooring

**Total Authorization**  
\$ 67,508.84

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

**Authorized Budget Modification**

H 529000 C 0323  
H 450310 C 0323

**Res. 052 of 2024**

\$50,000.00  
(\$50,000.00)



COUNTY OF OSWEGO  
BUILDINGS & GROUNDS DEPARTMENT

---

111 East 11<sup>th</sup> Street  
Oswego, N.Y. 13126

Phone: (315) 349-8233  
Fax: (315) 342-2481

**INFORMATIONAL MEMORANDUM**

**SUBJECT:** To increase the authorization level of Capital Project # C 0323 County Flooring.

**PURPOSE:** To increase the authorization level of Capital Project # C 0323 by \$ 50,000 using funding from Building Renovations Reserves.

**SUMMARY:** After establishing this Capital Project, the Buildings and Grounds department is increasingly remodeling several offices in various County facilities including but not limited to the District Attorney area at the Public Safety Center. When an office reconfigured and remodeled the flooring needs to be replaced.

**RECOMMENDED:** I request transferring \$ 50,000 from Building Renovation Reserves to Capital Project # C 0323 – County Flooring.

**ACTION:** Transfer \$ 50,000 from the Buildings Renovation Reserve to Capitol Project # C 0323 – County Flooring, which will increase the authorization level to \$ 67,508.84.

**COUNTY OF OSWEGO**

## BUDGET MODIFICATION REQUEST

[illegible]

Best  
Love

2-6-24

DEPARTMENT HEAD

DATE \_\_\_\_\_

COUNTY ADMINISTRATOR

DATE \_\_\_\_\_

COUNTY A  
Paul *[Signature]*

**CHAIRPERSON**

DATE \_\_\_\_\_

**\*If Personnel Services are impacted**

**COUNTY TREASURER**

DATE \_\_\_\_\_

**RESOLUTION NO. 053**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT WITH THE  
OSWEGO COUNTY DEPUTIES' ASSOCIATION**

By Legislator Paul House:

WHEREAS, negotiations have been proceeding for some time between the County of Oswego and the Oswego County Deputies Association; and

WHEREAS, a Tentative Agreement (attached) has been reached between the County and the Union bargaining teams; and

WHEREAS, the agreement has been ratified by the membership of the Oswego County Deputies Association and the Oswego County Legislature is desirous of implementing the contract; and

NOW, on recommendation of the Finance and Personnel Committee of this body, be it

RESOLVED, that the Chairman of the Oswego County Legislature be, and hereby is, authorized to execute the proposed settlement between the County of Oswego and the Oswego County Deputies Association for the years 2024, 2025, and 2026; and be it further

RESOLVED, that the County Treasurer be, and he hereby is, authorized to transfer the funds from and to the accounts as shown on the attached budget modification request and that a certified copy of this resolution delivered to the County Treasurer shall be his authority to affect such transfer and make such adjustments.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

Authorized Budget Modification	Res. 053 of 2024
A3110 511000	\$476,519.00
A3110 590308	\$36,454.00
A3161 511000	\$11,413.00
A3161 590308	\$873.00
A3110 514100	\$90,000.00

## INFORMATIONAL MEMORANDUM

**Subject:** Request Approval of a Resolution Authorizing Execution of the Agreement with the Oswego County Deputies Association.

**Purpose:** Negotiations with the Oswego County Deputies Association have been ongoing since prior to the expiration of the agreement on December 31, 2023. After many negotiation sessions, the County and the Oswego County Deputies Association reached a tentative agreement on October 25, 2023 and the Deputies Association membership ratified the contract on January 9, 2024. This is to request approval by the Oswego County Legislature to authorize execution of the agreement.

**Summary:** The Resolution for your approval refers to the “attached” tentative agreement. That document will be part of the official public document.

**Recommended Action:** To authorize execution of the three-year agreement with the Oswego County Deputies Association.

# **MEMORANDUM OF AGREEMENT ("MOA")**

*By and Between the*

*County of Oswego  
(hereinafter referred to as "County")*

*And the*

*Oswego County Deputies Association  
(hereinafter referred to as "OCDA")*

**WHEREAS**, the County and OCDA have been engaged in the process of collective bargaining in an attempt to reach a Successor Agreement to the Agreement that will expire on December 31, 2023; and

**WHEREAS**, the County and OCDA have reached a tentative agreement on a number of bargaining issues and wish to reduce those agreements to writing.

**NOW, THEREFORE**, the County and OCDA agree as follows:

1. The provisions of the current Agreement ("MOA") shall continue in full force and effect unless specifically modified by this Memorandum of Agreement or are modified by the explicit language contained in the existing Collective Bargaining Agreement.

2. This MOA is tentative and subject to ratification by the membership of the OCDA bargaining unit and approval by the Oswego County Legislature.

## **The Agreement:**

### **1. Article 28.1 – Wages:**

Effective January 1, 2024, the 2023 wage schedule will be replaced with the 2024-26 wage schedule attached to this MOA as Exhibit A and is made part of this MOA and is incorporated by reference.

### **2. Section 28.8 – Shift Premium**

Insert the following after the first sentence:

Effective January 1, 2024, employees shall be entitled to a shift premium of \$3.00 per hour for hour worked from 6:00 p.m. to 6:00 a.m.

3. Section 16.4 - Sick Leave Credit

Attached to and made part of this MOA as Exhibit C is the agreed-to amendment to Article 16.4. The successor collective bargaining agreement will be revised accordingly.

4. Article 14.3 – Saturday/Sunday Holidays

Attached to and made part of this MOA as Exhibit B is the agreed-to amendment to Article 14.3. The successor collective bargaining agreement will be revised accordingly.

5. Article 19.2 – Meals and Lodging

Attached to and made part of this MOA as Exhibit D is the agreed-to amendment to Article 19.2. The successor collective bargaining agreement will be revised accordingly.

6. Article 15.2 – Annual Leave Credit

Attached to and made part of this MOA as Exhibit E is the agreed-to amendment to Article 15.2. The successor collective bargaining agreement will be revised accordingly.

7. Article 30 – Vehicles

Attached to and made part of this MOA as Exhibit F is the agreed-to amendment to Article 30. The successor collective bargaining agreement will be revised accordingly.

8. Article 13.4 – Recall Premium

Attached to and made part of this MOA as Exhibit G is the agreed-to amendment to Article 13.4. The successor collective bargaining agreement will be revised accordingly.

9. Add a new article Civil Service Law Section 71 and 73 Procedures; attached to and made part of this MOA as Exhibit H. The successor collective bargaining agreement will be revised accordingly.

Dated: December \_\_, 2023

For the County of Oswego

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For the OCSA

President S. Walls  
Vice President M. [unclear]  
Treasurer [unclear]  
Secretary [unclear]  
EXCC Member [unclear]  
EXCC Member [unclear]  
\_\_\_\_\_  
\_\_\_\_\_

## Exhibit A to MOA

10/25/23  
011:01

## Patrol Officer

Year	Base	1	2	3	5	7	Long. 10	Long. 13	Long. 13-13
2021	\$23.52	\$24.33	\$25.14	\$27.65	\$28.74	\$29.89	\$31.10	<del>\$32.33</del>	\$33.63
2022	\$24.23	\$25.06	\$25.89	\$28.48	\$29.60	\$30.79	\$32.03	<del>\$33.30</del>	\$34.64
2023	\$24.96	\$25.81	\$26.67	\$29.33	\$30.49	\$31.71	\$32.99	<del>\$34.30</del>	\$35.68
2024	\$26.84	\$27.74	\$30.50	\$31.71	\$32.98	\$34.31	\$35.67	<del>\$37.11</del>	\$38.54
2025	\$27.65	\$28.57	\$31.42	\$32.66	\$33.97	\$35.34	\$36.74	<del>\$38.22</del>	\$39.70
2026	\$28.48	\$29.43	\$32.36	\$33.64	\$34.99	\$36.40	\$37.84	<del>\$39.37</del>	\$40.89

## Criminal Investigator

Year	Base	1	2	3	5	7	Long. 10	Long. 13	Long. 13
2021	\$25.33	\$26.13	\$27.01	\$29.75	\$30.91	\$32.14	\$33.42	<del>\$34.79</del>	\$36.16
2022	\$26.09	\$26.91	\$27.82	\$30.64	\$31.84	\$33.10	\$34.42	<del>\$35.83</del>	\$37.24
2023	\$26.87	\$27.72	\$28.65	\$31.56	\$32.80	\$34.09	\$35.45	<del>\$36.90</del>	\$38.36
2024	\$28.83	\$29.80	\$32.82	\$34.11	\$35.45	\$36.87	\$38.38	<del>\$39.89</del>	\$41.41
2025	\$29.69	\$30.69	\$33.80	\$35.13	\$36.51	\$37.98	\$39.53	<del>\$41.09</del>	\$42.65
2026	\$30.58	\$31.61	\$34.81	\$36.18	\$37.61	\$39.12	\$40.72	<del>\$42.32</del>	\$43.93

## Patrol Officer - Sergeant

Year	Base	1	2	3	5	7	Long. 10	Long. 13	Long. 13
2021	\$26.11	\$26.91	\$27.86	\$30.61	\$31.83	\$33.12	\$34.44	<del>\$35.82</del>	\$37.24
2022	\$26.89	\$27.72	\$28.70	\$31.53	\$32.78	\$34.11	\$35.47	<del>\$36.89</del>	\$38.36
2023	\$27.70	\$28.55	\$29.56	\$32.48	\$33.76	\$35.13	\$36.53	<del>\$38.00</del>	\$39.51
2024	\$29.69	\$30.74	\$33.78	\$35.11	\$36.54	\$37.99	\$39.52	<del>\$41.09</del>	\$42.66
2025	\$30.58	\$31.66	\$34.79	\$36.16	\$37.64	\$39.13	\$40.71	<del>\$42.32</del>	\$43.94
2026	\$31.50	\$32.61	\$35.83	\$37.24	\$38.77	\$40.30	\$41.93	<del>\$43.59</del>	\$45.26

AGREED 10/25/23

County Proposal No 1

Amend current language in Article 14.3 as stated below:

**14.3 Saturday/Sunday Holidays**

Consistent with New York State law, wWhen a holiday falls on a Saturday, the holiday shall be observed on the preceding Friday for all non-shift assigned personnel. A holiday falling on a Sunday shall be observed on the following Monday for all non-shift assigned personnel. When If New Year's Day falls on a Saturday, it is agreed that the previous year will have 13 holidays and that year will have 11 holidays for all non-shift assigned personnel. the  
~~holiday shall be observed on the following Monday.~~

County Proposal No. 2

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Amend current language of Article 16.4 to reflect current practices of HR and the County payroll system.

16.4 Sick Leave Credit

~~An employee shall earn sick leave credit at the rate of eight (8) hours, with pay, for each one-hundred seventy three (173) hours of employment, not to exceed annual earnings of ninety-six (96) hours. Employees hired after December 14, 2006 shall earn sick leave credit at the rate of eight (8) hours, with pay, for each two-hundred eight (208) hours of employment, not to exceed annual earnings of eighty (80) hours. Effective January 1, 2024, all employees will earn sick leave credit at the rate of eight (8) hours, with pay, not to exceed annual earnings of ninety-six (96) hours per payroll year. The rate of earnings is determined by the designated number of work hours per year divided by the total number days earned per payroll year (ex. 2080 work hrs/12 days earned).~~

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Sick leave credits may be accumulated to a maximum of 1320 hours. Sick leave credit exceeding the maximum shall be of no benefit to the employee.

Upon employee's retirement under the New York State Employees' Retirement System, an employee's unused sick leave may be used as follows:

A. Unused sick leave shall be applied to an employee's years of service in accordance with the provisions of section 41 J of the New York State Retirement Law; and

B. In addition, after applying for retirement, and upon completion of the Request to Bank Sick Leave Form provided to you by the Human Resources Department, cash equivalent of 100% of sick time accrued as of date of retirement may be banked. Cash value will be calculated by multiplying hourly rate received as of date of retirement by number of hours accrued.

Example, hourly rate \$14.00 x 500 hours = \$7000

Money so banked shall be used to offset cost of retirees or dependents health insurance. In the event a retiree dies prior to exhausting available funds, the remainder may be used to pay premiums for any COBRA benefits available to and selected by the retirees dependents.

C. Effective January 1, 2024, for those employees hired on or before December 31, 2023, and employed by the County on the date of ratification (insert date), the

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Employee will have the option of "B" above or pay the premium for the retirees' insurance as follows (only one option can be chosen and cannot be revoked upon retirement):

The employee must remit to the County credited sick time in the amounts listed below to be entitled to medical and prescription drug coverage in retirement. The percentages listed below will be for both individual and dependent coverage. The premium equivalent amount that the retiree will pay for dependent coverage will be determined by subtracting the County's payment for individual coverage and subtracting that amount from the premium equivalent cost and then multiplying the difference by the retiree's applicable percentage contribution.

For example, if the County pays \$10,000 toward individual coverage and dependent coverage costs \$30,000 and the retirees' percentage contribution is 50%, the difference is \$20,000. The \$20,000 is then multiplied by 50% equaling \$10,000 cost to the retiree.

Sick leave hours turned in: \_\_\_\_\_ Retiree Share

0 to 399	100%
400 to 660	75%
661 to 999	50%
1000-1320	25%

Effective January 1, 2024, for those employees hired on or after January 1, 2024, the Employee will pay the premium for the retirees' insurance as follows:

The employee must remit to the County credited sick time in the amounts listed below to be entitled to medical and prescription drug coverage in retirement. The percentages listed below will be for both individual and dependent coverage. The premium equivalent amount that the retiree will pay for dependent coverage will be determined by subtracting the County's payment for individual coverage and subtracting that amount from the premium equivalent cost and then multiplying the difference by the retiree's applicable percentage contribution.

For example, if the County pays \$10,000 toward individual coverage and dependent coverage costs \$30,000 and the retirees' percentage contribution is 50%, the difference is \$20,000. The \$20,000 is then multiplied by 50% equaling \$10,000 cost to the retiree.

Sick leave hours turned in: \_\_\_\_\_ Employee Share

0 to 399	100%
400 to 660	75%
661 to 1319	50%
1320	25%

Any sick time "turned in" to access medical and prescription drug coverage in retirement cannot be cashed in to offset costs under Article 16.4.

C. — There shall be NO direct cash payment to the retiree, retirees', dependents or their estates.

Upon employee's death while still in County service, an employee's sick leave credit shall be paid to his/her beneficiary at his/her regular compensation.

County Proposal No. 3

Amend current language in Article 19.2 Meals and Lodging to incorporate MOU dated November 1, 2022.

19.2      Meals and Lodging

Reimbursement for meals and lodging expenses shall be allowed for an employee on official business, outside the limits of Oswego County, or attending authorized conferences or meetings within the County with the prior approval of the Sheriff.

Reimbursement shall be allowed based on claims for meals and lodging expenses supported by receipts showing the amount, date, and location. Partial per day expenses will be reimbursed as reasonable and appropriate rates upon authorization of the Sheriff, but shall not exceed the individual meal limits or the full day cumulative total. Lodging requests supported by receipts will be reimbursed for reasonable and necessary expenses.

In those situations where meals and lodging are contained within a daily rate cost and these costs are in excess of established reimbursement rates, the conference rates shall be approved upon authorization of the Sheriff.

Reimbursement shall be made in accordance with the Federally regulated U.S. General Services Administration listed daily amounts.

No overtime, premium pay, or compensatory time off shall be granted for hours involved attending or traveling to or from conferences.

County Proposal No 4

Amend current language in Article 15.2 -- Annual Leave Credit as stated below to reflect current practices of the County payroll system.

## 15.2 Annual Leave Credit

An employee shall earn annual leave credit in accordance with the following schedule. Entitlement is based upon years of service and scheduled hours worked. No additional entitlement is earned for premium or overtime hours worked. The rate of earnings is determined by the designated number of work hours per year divided by the total number days earned per payroll year (Ex. 2080 work hrs/12 days earned).

Employees with start date prior to January 1, 1990

<u>Full Time Continuous Service</u>	<u>Earnings</u>	<u>Total Days per Payroll Year</u>
0 - 5 years	8 hours per <del>138.6</del>	15 days
6 - 10 years	8 hours per <del>115.5</del>	18 days
11 - 15 years	8 hours per <del>90.4</del>	23 days
16 - 20 years	8 hours per <del>80.0</del>	26 days
21 - over	8 hours per <del>74.2</del>	28 days

Employees with a start date of January 1, 1990 or later

<u>Full Time Continuous Service</u>	<u>Earnings</u>	<u>Total Days per Payroll Year</u>
0 - 2 years	8 hours per <del>173.3</del>	<del>96 hours</del> 12 days
3 - 5 years	8 hours per <del>138.6</del>	<del>120 hours</del> 15 days
6 - 10 years	8 hours per <del>115.5</del>	<del>144 hours</del> 18 days
11 - 15 years	8 hours per <del>90.4</del>	<del>184 hours</del> 23 days
16 - 20 years	8 hours per <del>80.0</del>	<del>208 hours</del> 26 days
21 - over	8 hours per <del>74.2</del>	<del>224 hours</del> 28 days

County Proposal No 5

Amend current language in Article 30 – Vehicles as stated below to clarify current practices.

30. VEHICLES

Effective ~~July 1, 2021~~ January 1, 2024, employees shall be assigned a Department vehicle at the sole discretion of the Sheriff. The determination by the Sheriff whether or not to provide a vehicle to such employee shall be based upon operational needs and efficiencies of the Department, and shall not be for the purposes of imposing discipline. Claimed violations of this provision shall be subject to the Grievance Procedure.

Employees who are assigned a Department vehicle and working a scheduled non-over-time shift, call out or holdover, shall be compensated for all hours in service.

Employees utilizing an assigned Department vehicle may use the vehicle for transportation to the following types of employment which occur inside the County of Oswego: -to-secondary Law Enforcement employment, Union Contracted Details, and scheduled overtime details, ~~but will only be compensated for time worked at the detail.~~

The assigned Department vehicle is not to be utilized for transportation to the following types of employment which occur outside the County of Oswego: secondary Law Enforcement employment and Union Contracted Details.

Employees utilizing the assigned Department vehicle for Scheduled Overtime Details will only be compensated for time worked at the detail itself. Scheduled Overtime Details are intended to include: Traffic Control Details, Fair Details, Event Details, In-county Transport Relief Details, or any other similar detail where vehicular patrol, prisoner, or in-custody transport functions are not present.

Exhibit G to MOA

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Amend current language in Article 13.4 as stated below:

13.4 Recall Premium

When an employee has completed his regular daily shift, is released, and then recalled to work, he shall be guaranteed a minimum of three (3) hours premium at one and one-half times his normal rate of pay, plus all actual hours worked in excess of three hours exclusive of travel time to and from work.

Employees recalled to maintain operating staffing levels shall be recalled on a rotating basis, initially established by seniority, within job classification and job specialist. When employees are recalled to respond to a complaint or incident, the selection of the recalled employees shall be the prerogative of the Sheriff.

~~In the event of an 8-hour work schedule: When a circumstance occurs where a person is needed to fill a shift and the roster has been exhausted and no volunteers fill a shift, it will be the responsibility of the junior employee from the off-going shift to remain four (4) hours and the junior employee from the on-coming shift to come in four (4) hours early, for the purposes of shift coverage.~~

~~For Patrol Officer Sergeants and Patrol Officers assigned to 12-hour shift work: When a circumstance occurs where a person is needed to fill a shift and the roster has been exhausted and no volunteers fill a shift, it will be the responsibility of the junior employee of the platoon furthest from return to duty to work the twelve-hour shortage, for the purpose of shift coverage.~~

In the event that an employee is needed to maintain operating staffing levels for the designated patrol zones and shift supervisor, that shift will be filled at a premium of two times their normal pay rate. Under such circumstances, the shift will first attempt to be filled by a volunteer. If the roster has been exhausted and nobody volunteers to fill a shift, it will be the responsibility of the junior employee from the off-going shift to remain six (6) hours and the junior employee from the on-coming shift to come in six (6) hours early, for the purposes of shift coverage. If the shift shortage is made by a member utilizing an eight (8) hour work day, that member will first be contacted and forced to work the entire twelve (12) hour shift. In the event that the member who is causing the shortage due to working an eight (8) hour shift, and that member can not be reached, the above method of attempting to find a volunteer first, and then forcing a junior member for four (4) hours if the roster is exhausted and nobody volunteers for the shift will be utilized.

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Under normal conditions employees will not be forced to work overtime (per the above language) more than once in a 24-hour period. Any additional openings will be filled by the same process utilizing the next most junior employee.

## Exhibit H to MOA

Add new Article as stated below:

### **CIVIL SERVICE LAW SECTION 71 PROCEDURE**

#### **OCCUPATIONAL DISEASE OR INJURY**

Prior to being terminated from employment pursuant to Civil Service Law 71, the employer shall provide the employee with the notice at least thirty (30) days prior to the proposed date of termination. The notice shall be deemed provided upon being sent or delivered by the employer. This notice shall provide the employee with the option to request restoration to duty if they are medically able to perform the duties of their position, or to participate in a pre-termination hearing before a neutral hearing officer ~~pre-termination meeting with the appointing authority or his/her designee~~. The employee must advise in writing of their request to participate in the pre-termination hearing with ten (10) days of receipt of notice. If no such request is received, the employee can be terminated on the proposed termination date.

The issues to be addressed at such meeting hearing shall be limited to 1) whether the employee has been absent for the applicable one-year period due to the disability(ies) that serves as the basis for separation; and 2) whether the employee remains unable to perform the duties of their position. If an employee asserts that they can return to duty, the employee may be required to submit to a medical examination to determine fitness to perform the duties of the position.

After consideration of any relevant evidence presented by the employee at the pre-termination ~~meeting~~ hearing, and/or the results of a required medical examination, the determination as to whether the employee is subject to separation from employment under Section 71 shall be made by the appointing authority or their designee and shall be within their sole discretion. The employee will be provided with a written notice of the determination. Such notice will also advise the employee of their right to apply to the Oswego County Department of Human Resources within one (1) year of the termination of their disability in accordance with New York Civil Service Law Section 71.

Nothing contained herein shall be construed to eliminate or degrade the rights or procedures for the provision of Workers' Compensation or the administration of 207-C contained in the appended CBA at Articles 20.4 and 20.5.

### **CIVIL SERVICE LAW SECTION 73 PROCEDURE**

#### **ORDINARY DISABILITY**





All procedures required by Civil Service Law Section 72, Leave for Ordinary Disability, shall be followed, including a due process hearing before a neutral prior to an employee being put on a leave of absence for ordinary disability. Prior to being terminated from employment pursuant to Civil Service Law 73 at the end of the one (1) year period, the employer shall provide the employee with the notice at least thirty (30) days prior to the proposed date of termination. The notice shall be deemed provided upon being sent or delivered by the employer. This notice shall provide the employee with the option to request restoration to duty if they are medically able to perform the duties of their position, or to participate in a pre-termination meeting with the appointing authority

or his/her designee. The employee must advise in writing of their request to participate in the pre-termination meeting with ten (10) days of receipt of notice. If no such request is received, the employee can be terminated on the proposed termination date.

The issues to be addressed at such meeting shall be limited to 1) whether the employee has been absent for the applicable one-year period due to the disability(ies) that serves as the basis for separation; and 2) whether the employee remains unable to perform the duties of their position. If an employee asserts that they can return to duty, the employee may be required to submit to a medical examination to determine fitness to perform the duties of the position.

After consideration of any relevant evidence presented by the employee at the pre-termination meeting, and/or the results of a required medical examination, the determination as to whether the employee is subject to separation from employment under Section 73 shall be made by the appointing authority or their designee and shall be within their sole discretion. The employee will be provided with a written notice of the determination. Such notice will also advise the employee of their right to apply to the Oswego County Department of Human Resources within one (1) year of the termination of their disability in accordance with New York Civil Service Law Section 73.

## COUNTY OF ~SWEGO

	2-8-24		
DEPARTMENT HEAD	DATE		
	2-8-24		
DIRECTOR OF HUMAN RESOURCES for Julie Bell	DATE		
	2-8-24		
COUNTY ADMINISTRATOR	DATE		
	2-8-24		
CHAIRPERSON	DATE		

**COUNTY TREASURER**

**RESOLUTION NO. 054**

**RESOLUTION ADOPTING AN INVESTMENT POLICY AND DESIGNATING  
BANKS AS DEPOSITORIES OF COUNTY FUNDS**

By Legislator Stephen Walpole:

WHEREAS, the Oswego County Legislature has heretofore, upon the recommendation of the Oswego County Treasurer, adopted an Investment Policy; and

WHEREAS, the Oswego County Treasurer has reviewed said proposed investment policy and has submitted it to the Finance and Personnel Committee of this Legislature and has recommended the adoption of said amended policy; and

WHEREAS, this policy is required by General Municipal Law §39 and a resolution is both necessary and desirable; and

NOW, THEREFORE, upon recommendation of the Finance and Personnel Committee of this body, be it

RESOLVED, that the Oswego County Legislature hereby adopts and amends the Oswego County Investment Policy, to conform with a copy of the policy, which is attached hereto and made a part hereof, and which also includes a list of the banks designated as depositories of county funds; and it is further

RESOLVED, that the Oswego County Treasurer be and is hereby authorized to execute Deposit Placement Agreements consistent with the county's investment policy, as may be necessary, with banks designated as depositories of county funds to increase the availability of FDIC insurance on those public deposits that the County of Oswego invests in a qualified New York State-approved Reciprocal Deposit Program, provided that there is no charge to the county for the program.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

(rev. 1/24)

## **OSWEGO COUNTY INVESTMENT POLICY AND DESIGNATION OF DEPOSITORIES FOR COUNTY FUNDS**

### **I. SCOPE**

This investment policy has been adopted pursuant to New York State General Municipal Law §39 and applies to all moneys and other financial resources available for investment on its own behalf or on behalf of any other entity or individual held by the County of Oswego unless state law specifically provides otherwise (*e.g.* Deferred Compensation (457) Plan monies invested by employees, State monies held by County Clerk under General Municipal Law §11(5)).

### **II. OBJECTIVES**

The primary objectives of the County of Oswego's investment activities are, in order of priority:

- to conform with all applicable federal, state and other legal requirements (legal);
- to adequately safeguard principal (safety);
- to provide sufficient liquidity to meet all operating requirements (liquidity);  
and
- to obtain a reasonable rate of return (yield).

### **III. DELEGATION OF AUTHORITY**

The County Legislature's responsibility for administration of the investment program is delegated to the County Treasurer, as Chief Fiscal Officer of the County of Oswego, who shall establish procedures for the operation of the investment program consistent with these investment guidelines. Such procedures shall include an adequate internal control structure to provide a satisfactory level of accountability based on a data base or records incorporating description and amounts of investments/invoices, transaction dates, and other relevant information. The County Treasurer shall be responsible to supervise and regulate the activities of subordinate employees in connection therewith.

### **IV. ETHICS & PRUDENCE**

All participants in the investment process shall seek to act responsibly as custodians of the public trust and public fisc and shall avoid any transaction which might impair public confidence in the County of Oswego to govern effectively.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of reasonable prudence, discretion and intelligence exercise in the

management of their own affairs, not for speculation, but for investment, considering the safety of the principal as well as the probable income to be derived.

All participants involved in the investment process shall refrain from personal business activity that could conflict with the proper execution of investment program, or which could impair their ability to make impartial investment decisions in the best interests of the County of Oswego.

#### **V. AUTHORIZING FINANCIAL INSTITUTIONS AND DEALERS**

The County of Oswego shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits of the amounts that can be made with each institution or dealer. All financial institutions with which the County of Oswego conducts business must be creditworthy, possess an appropriate level of experience, capitalization and size, and other factors which make the financial institution or dealer capable and qualified to transact business with the County of Oswego. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the County of Oswego. Security dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the Federal Reserve Bank of New York as primary dealers.

#### **VI. DIVERSIFICATION**

It is the policy of the County of Oswego to diversify its deposits and investments by financial institution, by investment instrument, and by maturity scheduling.

#### **VII. INTERNAL CONTROLS**

It is the policy of the County of Oswego for all monies collected by any officer or employee of the government to transfer those funds to the County Treasurer within the time period specified by law and, if none specified, on the day of receipt or, if not practicable, by close of the next business day.

The County Treasurer is responsible for establishing and maintaining an internal control structure to provide reasonable, but not absolute, assurance that deposits and investments are safeguarded against loss from unauthorized use or disposition, that transactions are executed in accordance with management's authorization and recorded properly and are managed in compliance with applicable laws and regulations.

#### **VIII. DESIGNATION OF DEPOSITORIES**

The banks and trust companies designated and authorized for the deposit of county monies up to the following maximum amounts are:

<u>Name of Bank</u>	<u>Maximum Amount</u>
Key Bank N.A.	\$70,000,000.00

J. P. Morgan Chase, N.A.	\$70,000,000.00
Community Bank, N.A.	\$70,000,000.00
Pathfinder Bank, N.A.	\$70,000,000.00
NBT Bank, N.A.	\$70,000,000.00
Bank of America, N.A.	\$70,000,000.00
Bank of New York Mellon, N.A.	\$70,000,000.00

which are legally authorized for the handling of municipal funds, pursuant to the laws of the State of New York.

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## **IX. COLLATERALIZING OF DEPOSITS**

In accordance with the provisions of General Municipal Law §10, all deposits of the County of Oswego, including certificates of deposit and special time deposits, in excess of the amount insured under the provisions of Federal Deposit Insurance Act shall be secured:

1. By a pledge of “eligible securities” with an aggregate “market value” as provided by General Municipal Law §10, equal to the aggregate amount of deposits from the categories designated in **APPENDIX A** to this policy.
2. By an eligible “irrevocable letter of credit” issued by a qualified bank other than the bank with the deposits in favor of the government for a term not to exceed 90 days with an aggregate value equal to 140% of the aggregate amount of deposits and the agreed upon interest if any. A qualified bank is one whose commercial paper and other unsecured short-term debt obligations are rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization or by a bank that is in compliance with applicable federal minimum risk-based capital requirements.
3. By an eligible surety bond payable to the government for an amount at least equal to 100% of the aggregate amount of deposits and the agreed upon interest, if any, executed by an insurance company authorized to do business in New York State, whose claims-paying ability is rated in the highest rating category by at least two nationally recognized statistical rating organizations.
4. In lieu of, or in addition to the deposit of eligible securities, the officers making a deposit may, in the case of an irrevocable letter of credit issued in favor of the local government by a federal home loan bank whose commercial paper and other unsecured short-term debt obligations are rated in the highest rating category by at least one nationally recognized statistical rating organization, accept such letter of credit payable to such local government as security for the payment of one hundred percent of the aggregate amount of public deposits from such officers and the agreed upon interest, if any.
5. As provided by General Municipal Law §10 and §11, the County of Oswego is authorized to use “reciprocal deposit” programs for its deposits and investments as it provides an additional option for the county to obtain coverage from the Federal Deposit Insurance Corporation.

NOTE: The market value of total obligations collateralizing deposits shall not fall below 102% at any given time; if such an occurrence exists, additional obligations will need to be pledged.

## **X. SAFEKEEPING AND COLLATERALIZATION**

Eligible securities used for collateralizing deposits shall be held by (the depository and/or a third party) a bank or trust company subject to security and custodial agreements.

The security agreements shall provide that eligible securities are being pledged to secure local government deposits together with agreed upon interest, if any, and any costs or expenses arising out of the collection of such deposits upon default.

The agreement shall also provide the conditions under which the securities may be sold, presented for payment, substituted, or released and the events which will enable the local government to exercise its rights in the pledged securities. In the event that the securities are not registered or inscribed in the name of the County of Oswego, such securities shall be delivered in a form suitable for transfer or with an assignment in blank to Oswego County or its custodial bank.

The custodial agreement shall provide the securities held by the bank or trust company, or agent of and custodian for, the County of Oswego, will be kept separate and apart from the general assets of the custodial bank or trust company, and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities. The agreement should also describe that the custodian shall confirm the receipt, substitution, or release of the securities. The agreement shall provide for the frequency of revaluation of eligible securities and for the substitution of securities when a change in the rating of a security may cause ineligibility. Such an agreement shall include all provisions necessary to provide the County of Oswego a perfected interest in the securities.

In accordance with New York State General Municipal Law §10, the County of Oswego hereby authorizes the County Treasurer to deposit funds collateralized through deposit placement programs utilizing reciprocal deposit programs between designated depositories and other banks or authorized institutions. Such funds may be deposited in checking, money market or other special time deposit accounts, as well as in other accounts permitted by General Municipal Law. Participation in a deposit placement program shall be permitted when the following conditions are met:

1. On or after the date the county's funds are received by a designated depository, the designated bank or trust company shall arrange for the redeposit of such funds into deposit accounts in one or more banking institutions and the county's depository bank or trust company shall serve as the custodian for the county with respect to the redeposited funds.
2. The county's funds held in the depository bank or trust company in excess of available FDIC coverage, pending redeposit, must be properly secured and collateralized in accordance with General Municipal Law as if there were no deposit placement program.
3. The full amount of the redeposited funds, plus any accrued interest, shall be covered by the FDIC and the accrued interest paid on any re-deposit to the county shall be the same as the interest that is paid by the designated bank or trust company.
4. At the time of the redeposit, the county's depository bank or trust company shall receive an amount from a participating banking institution at least equal to the total amount of the county's funds that are redeposited with said institution.

## **XI. PERMITTED INVESTMENTS**

As authorized by General Municipal Law §11(2)(a), the County of Oswego authorizes the County Treasurer to invest moneys not required for immediate expenditure for terms not to exceed its projected cash flow needs in the following types of investments:

- (1) in special time deposit accounts in, or certificates of deposit issued by, a bank or trust company located and authorized to do business in this state; or
- (2) through a Deposit Placement program, in accordance with all of the following conditions:
  - (i) the moneys are invested through a bank or trust company located and authorized to do business in New York State;
  - (ii) the bank or trust company arranges for the deposit of the moneys in certificates of deposit in one or more banking institutions, as defined in section nine-r of the New York State Banking Law, for the account of the County of Oswego;
  - (iii) the full amount of principal and accrued interest of each such certificate of deposit must be insured by the federal deposit insurance corporation (FDIC);
  - (iv) the bank or trust company acts as custodian for the County of Oswego with respect to such certificates of deposit issued for the County of Oswego's account; and
  - (v) at the same time that the County of Oswego's moneys are deposited, and the certificates of deposit are issued for the account of the local government, the bank or trust company receives an amount of deposits from customers of other financial institutions equal to or greater than the amount of the moneys invested by the local government through the bank or trust company.

For any investment made pursuant to General Municipal Law §11(2)(a), such time deposit account or certificate of deposit shall be payable within such time as the proceeds shall be needed to meet expenditures for which such moneys were obtained and provided further that such time deposit account or certificate of deposit be secured in the same manner as is provided for securing deposits of public funds by subdivision three of section ten of this article.

The County Treasurer is also authorized to make investments pursuant to General Municipal Law §11(3)(a) in the following (*NOTE: Portions of GML section 11(3)(a) expire/change as of July 1, 2026*):

- obligations of the United States of America or in obligations guaranteed by agencies of the United States of America where the payment of principal and interest are guaranteed by the United States of America; or
- obligations of the State of New York;
- with the approval of the New York State Comptroller, in obligations issued pursuant to section 24.00 or 25.00 of the New York State Local Finance Law (*i.e. Tax Anticipation Notes and Revenue Anticipation Notes*) by any municipality, school district or district corporation other than the County of Oswego;
- moneys in any reserve fund established pursuant to General Municipal Law sections 6-c, 6-d, 6-e, 6-f, 6-g, 6-h, 6-j, 6-k, 6-l, 6-m or 6-n may be invested in obligations of the municipality, school district, fire district or district corporation which has established the reserve fund, or in the case of a capital reserve fund established for a town or county improvement district, obligations of the town or county issued for the purposes of such district;
- Certificates of Participation under General Municipal Law 109-b(10) which specifically constitute “securities” under that section.

The County Treasurer on behalf of the County of Oswego may also make investments in the following:

- (i) general obligation bonds and notes of any state other than New York State, provided that such bonds and notes receive the highest rating of at least one independent rating agency designated by the New York State Comptroller;
- (ii) obligations of any corporation organized under the laws of any state in the United States maturing within two hundred seventy days, provided that such obligations receive the highest rating of two independent rating services designated by the state comptroller and that the issuer of such obligations has maintained such ratings on similar obligations during the preceding six months, provided, however, that the issuer of such obligations need not have received such rating during the prior six month period if such issuer has received the highest rating of two independent rating services designated by the state comptroller and is the successor or wholly owned subsidiary of an issuer that has maintained such ratings on similar obligations during the preceding six month period or if the issuer is the product of a merger of two or more issuers, one of which has maintained such ratings on similar obligations during the preceding six month period, provided, however, that no more than two hundred fifty million dollars may be invested in such obligations of any one corporation;
- (iii) bankers’ acceptances maturing within two hundred seventy (270) days which are eligible for purchase in the open market by federal reserve banks

and which have been accepted by a bank or trust company which is organized under the laws of the United States or of any state thereof and which is a member of the Federal Reserve System and whose short-term obligations meet the criteria outlined in clause (ii) of this subparagraph. Provided, however, that no more than two hundred fifty million dollars may be invested in such bankers' acceptances of any one bank or trust company;

- (iv) obligations of, or instruments issued by, or fully guaranteed as to principal and interest by, any agency or instrumentality of the United States acting pursuant to a grant of authority from the Congress of the United States, including but not limited to, any federal home loan bank or banks, the Tennessee Valley Authority, the federal national mortgage association, the federal home loan mortgage corporation and the United States postal service, provided, however, that no more than two hundred fifty million dollars may be invested in such obligations of any one agency; and
- (v) no-load money market mutual funds registered under the Securities Act of 1933, as amended, and operated in accordance with Rule 2a-7 of the Investment Company Act of 1940, as amended, provided that such funds are limited to investments in obligations issued or guaranteed by the United States of America or in obligations of agencies or instrumentalities of the United States of America where the payment of principal and interest are guaranteed by the United States of America (including contracts for the sale and repurchase of any such obligations), and are rated in the highest rating category by at least one nationally recognized statistical rating organization, provided, however, that no more than two hundred fifty million dollars may be invested in such funds.

All investments made pursuant to General Municipal Law §11(3)(a) shall be subject to the following conditions:

(1) Such obligations shall be payable or redeemable at the option of the County of Oswego within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable in any event, at the option of the County of Oswego, within two years of the date of purchase. Obligations that are purchased pursuant to a repurchase agreement shall be deemed to be payable or redeemable for purposes of this paragraph on the date on which the purchased obligations are scheduled to be repurchased by the seller thereof. Any obligation that provides for the adjustment of its interest rate on set dates shall be deemed to be payable or redeemable for the purposes of this paragraph on the date on which the principal amount can be recovered through demand by the holder thereof.

(2) Such obligations, unless registered or inscribed in the name of the County of Oswego, shall be purchased through, delivered to, and held in the custody of a bank or trust company or, with respect to the city of New York and counties, a reputable dealer in such obligations as shall be designated by the state comptroller, in this

state. Such obligations shall be purchased, sold, or presented for redemption or payment by such bank or trust company or dealer in obligations only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the County of Oswego by the bank or trust company. All obligations held in the custody of a bank or trust company pursuant to this paragraph shall be held by such bank or trust company pursuant to a written custodial agreement as set forth in paragraph a of subdivision three of section ten of the General Municipal Law.

All investment obligations shall be payable or redeemable at the option of the County of Oswego within such times as the proceeds will be needed to meet expenditures for purposes for which the moneys were provided, and, in the case of obligations purchased with the proceeds of bonds or notes, shall be payable or redeemable at the option of the County of Oswego within two (2) years of the date of purchase.

## **XII. AUTHORIZED FINANCIAL INSTITUTIONS AND DEALERS**

The County Treasurer on behalf of the County of Oswego shall maintain a list of financial institutions and dealers approved for investment purposes and establish appropriate limits to the amounts of investments which can be made with each financial institution or dealer. All financial institutions with which the local government conducts business must be credit worthy. Banks shall provide their most recent Consolidated Report of Condition (Call Report) at the request of the County of Oswego. Security dealers not affiliated with the bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers. The County Treasurer is responsible for evaluating the financial position and maintaining a listing of proposed depositories, trading partners and custodians. Such listing shall be evaluated at least annually.

## **XIII. PURCHASE OF INVESTMENTS**

The County Treasurer is authorized to contract for the purchase of investments:

1. Directly, including through a repurchase agreement, from an authorized trading partner when authorized by the County Legislature.
2. By participation in a cooperative investment program with another authorized governmental entity pursuant to Article 5G of the General Municipal Law where such program meets all the requirements set forth in the Office of the New York State Comptroller Opinion No. 88-46, and the specific program has been authorized by resolution of the Oswego County Legislature.
3. By utilizing an ongoing investment program with an authorized tracking partner pursuant to a contract authorized by resolution of the Oswego County Legislature.

All purchased obligations, unless registered or inscribed in the name of the County of Oswego, shall be purchased through, delivered to and held in the custody of a bank or trust company. Such obligations shall be purchased, sold or presented for redemption or payment

by such bank or trust company only in accordance with prior written authorization from the officer authorized to make the investment. All such transactions shall be confirmed in writing to the County of Oswego by the bank or trust company. Any obligation held in the custody of a bank or trust company shall be held pursuant to a written custodial agreement as described in General Municipal Law §10.

The custodial agreement shall provide that securities held by the bank or trust company, as agent of or custodian for, the County of Oswego, will be kept separate and apart from the general assets of this custodial bank or trust company and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or other liabilities.

The agreement shall describe how the custodian shall confirm the receipt and release of the securities. Such agreement shall include all provisions necessary to provide the County of Oswego a perfected interest in the securities.

#### **XIV. REPURCHASE AGREEMENTS**

Repurchase agreements are authorized subject to the following restrictions:

- All repurchase agreements must be entered into subject to a Master Repurchase Agreement approved by the Oswego County Legislature.
- Trading partners are limited to banks or trust companies authorized to do business in New York State and primary reporting dealers.
- Obligations shall be limited to obligations of the United States of America and obligations of agencies of the United States of America where principal and interest are guaranteed by the United States of America.
- No substitution of securities will be allowed.
- The custodian shall be a party other than the trading partner.
- Repurchase agreement maturities shall be limited to 30 days or less.

#### **XV. COURIER SERVICE**

The Oswego County Legislature hereby authorizes the County Treasurer to enter into a contract with a courier or armored car service for the purpose of causing the deposit of public funds with a bank or trust company as provided for under General Municipal Law section 10(4), as may be necessary, consistent with the County of Oswego's Procurement Policy.

**APPENDIX A**  
**COUNTY OF OSWEGO**  
**Schedule of Eligible Securities**

**The following eligible securities shall be valued at their market value:**

- Obligations issued by the United States of America, an agency thereof or a United States government sponsored corporation or obligations fully insured or guaranteed as to the payment of principal and interest by the United States of America, an agency thereof or a United States government sponsored corporation.
- Obligations issued or fully guaranteed by the International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, and the African Development Bank.
- Obligations partially insured or guaranteed by any agency of the United States of America, at a proportion of the market value of the obligation that represents the amount of the insurance or guaranty.
- Obligations issued or fully insured or guaranteed by this state, obligations issued by a municipal corporation, school district or district corporation of this state or obligations of any public benefit corporation which under a specific state statute may be accepted as security for deposit of public moneys.

**The following securities rated in the highest category shall be valued at one hundred percent (100%) of their market value; those securities rated in the second highest rating category shall be valued at ninety percent (90%) of their market value; and those securities rated in the third highest rating category shall be valued at eighty percent (80%) of their market value (where two nationally recognized statistical rating organizations rate a security in two different categories, the security shall be considered to be rated in the higher of the two categories):**

- Obligations issued by states (other than this state) of the United States rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- Obligations of Puerto Rico rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.
- Obligations of counties, cities and other governmental entities of another state having the power to levy taxes that are backed by the full faith and credit of such governmental entity and rated in one of the three highest rating categories by at least one nationally recognized statistical rating organization.

**The following securities shall be valued at eighty percent (80%) of their market value under GML §10(3)(d):**

- Obligations of domestic corporations rated in one of the four highest rating categories by at least one nationally recognized statistical rating organization.
- Commercial paper and bankers' acceptances issued by a bank (other than the bank with which the money is being deposited or invested) rated in the highest short-term category by at least one nationally recognized statistical rating organization and having maturities of no longer than sixty days from the date they are pledged.
- Zero-coupon obligations of the United States government marketed as "Treasury STRIPS".

**The following shall be valued at seventy percent (70%) of their market value under GML §10(3)(d):**

- Any mortgage related securities, as defined in the Securities Exchange Act of 1934, as amended, which may be purchased by banks under the limitations established by federal bank regulatory agencies.

**RESOLUTION NO. 055**

**RESOLUTION AWARDING PROFESSIONAL SERVICES CONTRACT –  
RFP 23-CKLEG-001- GRANT CONSULTING SERVICE**

By Legislator Stephen Walpole:

WHEREAS, in accordance with Oswego County Purchasing Policy, the Oswego County Purchasing Department solicited Requests for Proposals (RFP 23-CKLEG-001) from multiple qualified firms to provide a grant consulting services; and

WHEREAS, the Clerk of the County Legislature and Oswego County Purchasing Department have reviewed the proposals received and found and determined that splitting the RFP and awarding separate contracts in accordance with the respective proposals received from G&G Municipal Consulting and Grant Writing and Barton and Loguidice, P.C. best meets the County's needs; and

NOW, THEREFORE, upon the recommendation of the Government, Courts, and Consumer Affairs Committee, it is hereby

RESOLVED, that the County of Oswego hereby splits the award of this RFP as follows:

1. An annual lump sum professional services contract for general grant consulting services Grant Consulting Services, be and is hereby awarded to G&G Municipal Consulting and Grant Writing, 131 South Union Street, P.O Box 39, Spencerport, NY 14559 in the amount of \$58,000 annually plus up to \$2,000 for miscellaneous expenses; and,
2. An as needed time and materials professional services contract for grant consulting services for infrastructure projects be and is hereby awarded to Barton & Loguidice, P.C., 443 Electronics Parkway, Liverpool, NY 13088 at an approximate cost of \$20,000 per year; and, it is further,

RESOLVED that a certified copy of this resolution delivered to the Treasurer and Purchasing Director shall be their authority to affect the procurement of services.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**

**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**



## OSWEGO COUNTY PURCHASING

46 E Bridge Street, Oswego NY 13126  
 Phone (315)326-6050 Fax (315)342-2468  
 Email: [Purchasing@OswegoCounty.Com](mailto:Purchasing@OswegoCounty.Com)

### RFP 23-CKLEG-001 – GRANT CONSULTING SERVICE

Name of Company	Location	Proposed Price	Evaluation Rating	Required Documentation PRCS/PIS/SHC/NCC/RFC					
Barton & Loguidice, P.C.	443 Electronics Parkway Liverpool, NY 13088	See Attached Billing Rates	85.3	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
CT Male Associates	50 Century Hill Drive Latham, NY 12110	\$19,200	51	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
G&G Municipal Consulting and Grant Writing	131 South Union Street PO Box 39 Spencerport, NY 14559	\$58,000	95	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Millenium Strategies, LLC	60 Columbia Road Building B, Suite 230 Morristown, NJ	\$60,000	52.5	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					
Strategic Development Specialists, LLC	6312 Fly Road East Syracuse, NY 13057	\$78,000	67.5	<table><tr><td>X</td><td>X</td><td>X</td><td>X</td><td>X</td></tr></table>	X	X	X	X	X
X	X	X	X	X					

SHC=Sexual Harassment Certification; PRCS=Proposer Reply Cover Sheet; PIS=Proposer Information Sheet; NCC=Non-Collusion Certification; RFC= Resolution for Corporations

**Solicitation Process:** RFP 23-CKLEG-001 was publicly advertised in the official newspaper, on Bidnet, and on the Oswego County website on December 5, 2023. It was also sent directly to the following vendors:

- G&G Municipal Consulting and Grant Writing
- Strategic Development Specialist

**Number of Responses:** Five (5).

Barton & Loguidice, P.C.	<p>Pro</p> <ul style="list-style-type: none"> <li>• Majority of projects are Municipalities.</li> <li>• Long standing relationship with County.</li> <li>• Strategy that fits the County's goal.</li> <li>• Fee structure flexibility annual &amp; Time &amp; expense.</li> <li>• Experienced Staff.</li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>• Outsources Income Surveys.</li> <li>• Conflict of interests with engineering vs writing.</li> </ul>
CT Male Associates	<p>Pro</p> <ul style="list-style-type: none"> <li>• Staff experienced in Municipal projects.</li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>• Did not follow our scope.</li> <li>• Confusing structure.</li> <li>• Many added expenses.</li> </ul>
G&G Municipal Consulting and Grant Writing	<p>Pro</p> <ul style="list-style-type: none"> <li>• One annual fee – no add'l charges.</li> <li>• Familiarity with government.</li> <li>• 2 local locations (1 in Oswego Co)</li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>• Less experience than some other proposers.</li> </ul>
Millenium Strategies, LLC	<p>Pro</p> <ul style="list-style-type: none"> <li>• Many years of experience.</li> <li>• Good Portfolio.</li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>• Light on details.</li> <li>• Location – NJ.</li> <li>• Additional Costs.</li> </ul>
Strategic Development Specialists, LLC	<p>Pro</p> <ul style="list-style-type: none"> <li>• Familiar w/Oswego County.</li> <li>• Excellent Business Plan</li> <li>• Good communication &amp; knowledge of Scope</li> <li>• Large Experience Base.</li> </ul> <p>Con</p> <ul style="list-style-type: none"> <li>• Additional costs for admin services.</li> <li>• Price was highest.</li> </ul>

**Proposals Reviewed By:**

- Betsy Sherman Saunders
- Mark Bombardo
- Mary Ellen Chesbro
- Tim Stahl.

**Evaluation Summary:** The evaluation committee reviewed and rated the proposal according to the criteria listed on the attached schedule. The Committee recommends awarding **the lump sum contract to G&G Municipal Consulting & Grant Writing and an as needed time & materials contract for Infrastructure projects to Barton and Loguidice, P.C.**

**Recommended Actions:** Oswego County Purchasing Department certifies that the solicitation complies with Oswego County Purchasing Policy and New York State General Municipal Law. The Purchasing Department recommends awarding the contract.

**Barton & Loguidice**  
**Billing Rates for Calendar Year 2024**

Travel by passenger vehicle	IRS standard mileage rate (exclusive of operator time)
Overnight travel & subsistence	At cost
Telephone, postage, delivery, etc.	At cost
In-house printing	Unit rate schedule for printed material
Field equipment & expendables	Unit rate schedule
Unmanned Aircraft Systems (UAS) equipment	\$300/day (exclusive of operator time)
Outside services including lab services & printing	Cost plus 15%

Billing Title	Billing Code	2024 Billing Rate
Executive Manager	P12	295.00
Manager V	P11	260.00
Manager IV	P10	230.00
Manager III	P9	215.00
Manager II	P8	205.00
Manager I	P7	195.00
Professional VI	P6	180.00
Professional V	P5	162.00
Professional IV	P4	146.00
Professional III	P3	134.00
Professional II	P2	120.00
Professional I	P1	104.00
Technician VII	T7	160.00
Technician VI	T6	152.00
Technician V	T5	136.00
Technician IV	T4	124.00
Technician III	T3	111.00
Technician II	T2	95.00
Technician I	T1	83.00
Construction V	C5	152.00
Construction IV	C4	140.00
Construction III	C3	128.00
Construction II	C2	120.00
Construction I	C1	114.00
Technical Assistant III	TA3	112.00
Technical Assistant II	TA2	95.00
Technical Assistant I	TA1	80.00

## RFP 23-CKLEG-001 - GRANT WRITING CONSULTING SERVICE

Total Points	Evaluation Criteria	Barton & Loguidice, P.C.				CT MALE ASSOCIATES				G&G Processing				Millenium				Strategic			
		BS	MB	MC	TS	BS	MB	MC	TS	BS	MB	MC	TS	BS	MB	MC	TS	BS	MB	MC	TS
40	Evaluator Experience & Capabilities	30	35	35	35							35	40	38	30	20	25	30	40	30	35
30	Management Outline and Project Approach	30	20	25	25	15	10	15	10	30	25	30	29	20	10	10	15	15	20	25	25
10	Business & Organization	10	10	5	10	0	8	5	6	10	10	10	8	5	9	5	2	10	10	2	8
20	Cost	20	20	15	16	5	15	10	5	20	20	20	20	5	14	5	10	5	15	5	5
100	Total Points	90	85	80	86	50	53	50	51	95	90	100	95	60	53	45	52	70	70	57	73
Rating per Evaluation		85.3				51.0				95.0				52.5				67.5			

**RESOLUTION NO. 056**

**RESOLUTION AUTHORIZING THE CHAIRMAN TO EXECUTE A UTILITY  
EASEMENT WITH NIAGARA MOHAWK POWER CORPORATION D/B/A  
NATIONAL GRID AND VERIZON NEW YORK, INC. CONCERNING THE  
OSWEGO COUNTY OFFICE COMPLEX - BUNNER STREET**

By Legislator Paul House:

WHEREAS, the county is in the process of renovating a portion of the Bunner Street Office Complex located at 74 Bunner Street in the City of Oswego; and

WHEREAS, it has been determined that at least one power pole will need to be relocated in connection with the construction and improvements to be made to the building; and

WHEREAS, the county is in possession of a preliminary sketch from National Grid, but the easement may be as wide as 40 feet if necessary; and

WHEREAS, the county is not in possession of a final easement map and the easement may vary slightly from the attached sketch, but prior approval will assist in keeping the construction on schedule; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon the recommendation of the Infrastructure and Facilities Committee of this body, it is hereby

RESOLVED, that the Chairman of the Legislature be and is hereby authorized to execute a utility easement in acceptable form to the County Attorney for both overhead and underground utilities and related paperwork to effectuate filing thereof granting Niagara Mohawk d/b/a National Grid and Verizon New York, Inc. an easement as substantially depicted on the attached sketch.

**ADOPTED BY VOICE VOTE ON FEBRUARY 15, 2024:**  
**YES: 24    NO: 0    ABSENT: 1    ABSTAIN: 0**

THE COUNTY OF OSWEGO, a Municipal Corporation existing under the virtue of the Laws of the State of New York, having an address at 46 East Bridge Street, Oswego, New York 13126 (hereinafter referred to as "Grantor"), is the owner of that certain parcel of real property commonly known as 74 Bunner Street (SL 31), located in the City of Oswego, County of Oswego, and State of New York, identified on the tax maps of the County of Oswego as Section 128.82/Block 01/Lot 02.01 (SBL# 128.82-01-02.01) and pursuant to that certain deed recorded with the County Clerk of the County of Oswego on 03/09/1971 in Liber 731 at Page 493, (the "Grantor's Land"), and Grantor, for consideration in the amount of One Dollar (\$1.00) and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants to NIAGARA MOHAWK POWER CORPORATION, a New York corporation, having an address at 300 Erie Boulevard West, Syracuse, New York 13202 and VERIZON NEW YORK, INC., having an address at 140 West Street, New York, New York 10007 (hereinafter collectively referred to as "Grantees"), for Grantees and their lessees, licensees, successors, and assigns a perpetual and nonexclusive easement and right of way through, over, across, under and upon the Grantor's Land (the "Easement") under the following terms and conditions.

**Section 1 – Description of the Easement.** The Easement provides the Grantees with the right, privilege, and authority to:

- a. construct, reconstruct, relocate, extend, repair, maintain, operate, inspect, patrol, and, at their pleasure, abandon or remove underground electric facilities including a line or lines of wires or cables (either direct-buried or installed in underground conduits), handholes, manholes, conduit, vaults, junction boxes, pad-mount transformers, housings, connectors, switches and switching equipment, pipes, pedestals, closures, ducts and duct work, markers, cables, connections to overhead and underground wires, together with any poles or lines of poles, supporting structures, cables, crossarms, overhead and underground wires, guys, guy stubs, insulators, transformers, braces, fittings, foundations, anchors, lateral service lines, communications facilities, and other fixtures and appurtenances (collectively, the "Facilities"), which the Grantees shall require now and from time to time, for the transmission and distribution of high and low voltage electric current and for the transmission of intelligence and communication data, by any means, whether now existing or hereafter devised, for public or private use, in, through, upon, over, under, and across that portion of the Grantor's Land described in Section 2 below (the "Easement Area"), and the highways abutting or running through the Grantor's Land, and to renew, replace, add to, and otherwise change the Facilities and each and every part thereof and the location thereof within the Easement Area, and utilize the Facilities within the Easement Area for the purpose of providing service to the Grantor and others; and
- b. from time to time, without further payment therefor, to clear the Easement Area of obstructions or structures, and clear and keep cleared the Easement Area by physical and/or mechanical means, of any and all brush, trees, limbs, branches, roots, vegetation, or other obstructions; and
- c. from time to time, without further payment therefor, to clear and keep cleared by physical and/or mechanical means, the Grantor's Land beyond the bounds of the Easement Area, of any and all trees, limbs, branches, roots or vegetation that, in the sole judgment of the Grantees, due to species or structural defects or their tall growing nature, are likely to fall into or encroach upon the Easement Area or interfere in any way with the safe and reliable operation of Grantees' existing or proposed Facilities; and
- d. excavate or change the grade of the Grantor's Land as is reasonable, necessary, and proper for any and all purposes described in this Easement; provided, however, that the Grantees will, upon completion of the work, backfill and restore any excavated areas to reasonably the same condition as existed prior to such excavation; and
- e. pass and reposs on foot and with vehicles and equipment, along, over, across and upon the Easement Area and the Grantor's Land in order to access the Easement Area and construct, reconstruct, relocate, use, and maintain roads, paths, causeways, and ways of access to and from the Easement Area as is reasonable and necessary in order to exercise to the fullest extent the Easement.

**Section 2 – Location of the Easement Area.** The "Easement Area" shall consist of a portion of the Grantor's Land twenty (20) feet in width throughout its extent, the centerline of the Easement Area being the centerline of the Facilities. The general location of the Easement Area is shown on the sketch entitled, "Easement Sketch-Exhibit A, WR #14-23-30863273", which sketch is attached hereto and made a part hereof as Exhibit "A" and to be recorded herewith. The final and definitive location(s) of the Easement Area shall become established by and upon the final installation and erection of the Facilities by the Grantees in substantial compliance with Exhibit "A".

**Section 3 – Facilities Ownership.** It is agreed that the Facilities shall remain the property of the Grantees, their successors and assigns.

**Section 4 – General Provisions.** The Grantor, for itself, its heirs, legal representatives, successors, and assigns, hereby covenants and agrees with the Grantees that no act will be permitted within the Easement Area which is inconsistent with the Easement hereby granted; no buildings or structures, or replacements thereof or additions thereto, swimming pools, or obstructions will be erected or constructed above or below grade within the Easement Area; no trees shall be grown, cultivated, or harvested, and no excavating, mining, or blasting shall be undertaken within the Easement Area without the prior written consent of the Grantees, it being the intent that the Easement herein conveyed is intended to prohibit the longitudinal or parallel use or occupancy of said Easement Area by surface or subsurface activities or structures which might damage or interfere with the Facilities; the Easement shall not be modified nor the Easement Area relocated by the Grantor without the Grantees' prior written consent; the present grade or ground level of the Easement Area will not be changed by excavation or filling; the Grantees shall quietly enjoy the Grantor's Land; and the Grantor will forever warrant title to the Grantor's Land.

The Grantees, their successors and assigns, are hereby expressly given and granted the right to assign this Easement, or any part thereof, or interest therein, and the same shall be divisible between or among two or more owners, as to any right or rights created hereunder, so that each assignee or owner shall have the full right, privilege, and authority herein granted, to be owned and enjoyed either in common or severally. This Grant of Easement shall at all times be deemed to be and shall be a continuing covenant running with the Grantor's Land and shall inure to and be binding upon the successors, heirs, legal representatives, and assigns of the parties named in this Grant of Easement.

IN WITNESS WHEREOF, the Grantor has duly executed this Grant of Easement under seal this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY OF OSWEGO

By: \_\_\_\_\_  
(signature)

Name: \_\_\_\_\_  
(printed)

Its: \_\_\_\_\_  
(title)

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2024, 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.

\_\_\_\_\_  
Notary Public