



Sullivan County
Public Safety and Law Enforcement
Committee

100 North Street
Monticello, NY 12701

Meeting Agenda - Final

Chairman Luis Alvarez
Vice Chairman Nicholas Salomone Jr.
Committee Member Joseph Perrello
Committee Member Matt McPhillips
Committee Member Brian McPhillips

Thursday, September 4, 2025

10:00 AM

Government Center

Call To Order and Pledge of Allegiance

Roll Call

Comments:

Reports:

1. Division of Public Safety

September 2025 Commissioner Report

[ID-7746](#)

Attachments: [September 2025 commissioner report](#)

2. Fire Bureau

Bureau of Fire September Report

[ID-7742](#)

Attachments: [Public Safety Meeting 9-25 1](#)

3. E-911 and EMS Reports

911 & EMS Reports September 2025

[ID-7736](#)

4. Probation Department

Probation September 2025 Monthly Report

[ID-7744](#)

Attachments: [PROBATION MONTHLY REPORT August 2025 \(002\) \(003\)](#)

5. Sheriff

6. District Attorney

7. County Coroner

8. NYSP Update

Discussion:

Public Comment

Resolutions:

1. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO APPROVE THE 2026 STOP DWI PLAN AND AUTHORIZE THE COUNTY MANAGER TO SIGN ANY NECESSARY AGREEMENTS [ID-7711](#)
- Attachments:** [2026 STOP DWI PLAN](#)
2. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE SHERIFF'S OFFICE TO ENTER INTO AN AGREEMENT WITH THE SULLIVAN COUNTY CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) CONCERNING THE CANINE PROGRAM [ID-7712](#)
3. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE AND EXECUTE A LEASE WITH A THIRD-PARTY LAND OWNER FOR THE LEASE OF LAND TO SUPPORT THE OPERATION OF PUBLIC SAFETY COMMUNICATIONS FACILITIES [ID-7727](#)
4. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT WITH THE SULLIVAN WEST CENTRAL SCHOOL DISTRICT [ID-7728](#)
5. RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO ACCEPT THE DONATION OF AN AMBULANCE FROM THE BOARD OF COOPERATIVE EDUCATION SERVICES (BOCES) TO THE SULLIVAN COUNTY DIVISION OF PUBLIC SAFETY [ID-7733](#)
6. TO AMEND RESOLUTION NO. 387-22 AMENDING THE DATES OF A GRANT AWARDED FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES [ID-7734](#)

Attachments: [8.22 final executed contract C11381GG Year 3 Executed Contract](#)

Adjourn



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7746

Agenda Date: 9/4/2025

Agenda #:

Commissioner's September 2025 report to Public Safety and Law Enforcement Committee

Good morning everyone.

- Rabies Control (8/1/25 – 8/28/25): 28 incidents. Dog – 19; Cat – 3; Porcupine – 1; Bat – 4; Horse – 1 across 10 municipalities
- I attended the Association of Threat Assessment professionals conference in August, which brought together hundreds of Domestic Terrorism experts from across the globe.
- We supported the Bagel Fest, Grahamsville Fair, Bike4Chai, Opioid Awareness Vigil, and many other events in August.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7742

Agenda Date: 9/4/2025

Agenda #:

Sullivan County Bureau of Fire

Public Safety Meeting Report – September 2025

1. Call Volume & Acknowledgements

The Bureau of Fire continues to be very active with emergency calls. A sincere thank you to all emergency services personnel for their ongoing dedication and support.

2. New Fire Instructors

Please join us in welcoming the following new instructors to the Sullivan County fire training team:

- **County Fire Instructors:**
 - Len Adams
 - Cody Walsh
 - Brendon Cunningham
- **New York State Fire Instructors Assigned to Sullivan County:**
 - Cecil Hunter
 - Michael Glinski

3. Red Cross Coordination

We recently held a productive meeting with representatives from the Red Cross to continue strengthening our partnership and emergency response coordination.

4. Recruitment & Retention Efforts

The Recruitment and Retention Task Force remains active. Recent events and outcomes include:

- Bagel Festival – 9 recruitment leads
- Grahamsville Fair – 2 recruitment leads
- Bethel Lakeside Music Festival – Presence and outreach
- Upcoming events scheduled for September, October, and November

5. Volunteer Firefighter Parade

The Sullivan County Volunteer Firefighters Parade will be held in Monticello on Saturday, September 6, 2025.

- Step-off Time: 2:00 PM

6. Threat Assessment Training

Bureau members recently participated in a three-day Threat Evaluation and Reporting Course alongside law enforcement and school partners. This is part of our continued efforts with the Threat Assessment Management Team.

7. Firefighter Training Programs

Training remains strong across the county.

- Recently completed: Interior Firefighting Operations (Firefighter I)
- Multiple other courses are currently in progress.

8. Upcoming 9/11 Memorial Services

Please join the community in remembrance at one of the following 9/11 Memorial Services:

- **Smallwood-Mongaup Valley Fire Department**
 - ***181 Ballard Road, Mongaup Valley, NY 12762***
 - ***September 11, 2025***
 - **Line-up: 8:00 AM | Service: 8:30 AM**
- **Liberty Elementary School**
 - ***201 North Main Street, Liberty, NY 12754***
 - ***September 11, 2025***
 - **8:45 AM**
- **Town of Highland – Hero’s Park**
 - ***Eldred, NY 12732***
 - ***September 11, 2025***
 - **6:00 PM**
- **Wurtsboro Fire Department & American Legion Mamakating Post 1266**
 - ***Line-up at 54 Pine Street, Wurtsboro, NY 12790***
 - ***September 11, 2025***
 - **Line-up: 6:45 PM**
- **Monticello Fire Department**
 - ***23 Richardson Avenue, Monticello, NY 12701***
 - ***September 11, 2025***
 - **7:00 PM**

Sullivan County

Legislative Memorandum

File #: ID-7736

Agenda Date: 9/4/2025

Agenda #:

911 Center Report:

- Like a light-switch, summer has ended and our call volume is returning to seasonal call levels.
- 1 Our summer began with many high-stress serious calls, and call volume remained high throughout summer. I will have final summer stats in next month's report, however I would like commend our team of 911 dispatchers for stepping up to the plate every day and hitting home runs to get our community the help they need, and supporting the first responders in the field.
 - May - June cumulative stats 2024 vs 2025
 - EMS dispatch increased 18% while the need for mutual aid decreased by just under 10% - as compared to 2024. The rise in dispatch is in part due to the dispatch of County EMS units which didn't exist last summer.
 - 1 Fire dispatch decreased by 227 calls or 11% compared to last year
 - 2 Police dispatch decreased by 10% as compared to last year
- Our office has been very involved with the County's broadband project over the past month as planning ramps up. That project will be using our public safety towers and therefore my staff and I have become involved in vendor meets, etc.
- 1 Progress is being made on the environmental reviews for the Jeffersonville Tower project. You will notice (2) resolutions today allowing us to move forward with the necessary land lease and right-of-way agreements.
- 2 Our office provided communications assets for the Grahamsville Fair to aid first responder communications.

Bureau of EMS Report:

- Our Sullivan County EMS fly car system has been a tremendous help our system during this summer season despite not having the ambulance due to grant delays. As we wrap up August statistics I will have a more in depth statistical report next month.
- I'd like to congratulate our EMS Council on organizing the 3rd annual (their 1st) EMS BBQ and picnic hosted by Woodbourne FD/EMS squad. In the past a dedicated team of EMS providers worked through the Bureau of EMS to organize the event, however with the newly formed EMS Council I felt it was a great event for them to run with - and they did a great job. Thank you to the legislators that were able to attend and connect with our EMS personnel.
- Our Sullivan County EMS Fly cars have been standing-by at several summer events including the SCCC Kite festival, Several July 4th street fairs, Bagel Festival, Grahamsville Fair, Youth Academy, Fire Training and more.
- Sullivan County BOCES has generously offered to donate an ambulance to us that was formerly used in their

EMS training program. Unfortunately, unable to find an instructor for the program, BOCES was forced to cancel the Career and Tech EMT program that was available to high-school students. You will see a resolution for the donation on today's agenda.

- Lastly, I would like to recognize all of the EMS agencies that provide an essential service year-round, but in particular in the summer season when the EMS call volume triples. EMS mutual-aid needs continue to be high in the Montciello, Liberty and Fallsburg areas and many agencies including Hatzalah, Bethel EMS, Rock Hill EMS, Livingston Manor EMS, Mountaindale FD/EMS, and others repeatedly come to the rescue when needed. Thank you!



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-7744

Agenda Date: 9/4/2025

Agenda #:

Public Safety Committee
Probation Department Monthly Report
August 2025

Probation Supervision

28 Sex Offender cases

22 Domestic Violence cases

71 CD IID cases

74 General Supervision cases

15 DWI/Drug Court cases

79 DWI cases

15 Transfer Out Active cases

15 warrant cases

4 JD Supervision cases

5 Child Support supervision cases

****649 open cases (including Pre-Trial Release, PSI, Family Court,
Criminal Court, Restitution Only)**

Alternatives to Incarceration Program (Pre-Trial Release/ Community
Service)

114 active PTR cases

33 active Community Service cases

Pre-Sentence/ Pre-Plea/ Pre- Dispositional Investigations

PSIs: 9

Att. Burg 2nd : 1

DWAI Drugs - 2 Prev Conv. & Reckless Endangerment 1st : 2

CPCS 3rd : 2

CPW 2nd : 1

CPW 3rd : 1

Burg 3rd : 1

Att. Assault 2nd : 1

Criminal Obstruction of Breathing : 1

Family Court Investigation : 0

Intake

JD Intake: 4

CPW 4th : 2

Poss of Forged Instrument 3rd : 2

Orders of Protection: 25

Financials

167 Restitution Only cases

76 payments collected (8/1/25-8/29/25)

ADMIN/DWI Deposits = \$1,330.00

Restitution/Surcharge/Fines Deposit- \$2,080.43 + \$1,495.00 GovPay =
\$3,575.43

Community Events/ Relations/ Training

8/14- PO Patrick Vinette attended Infusing Positive Youth Development within Youth Justice. This highly interactive session is grounded in the principles of positive youth development (PYD). A strengths based approach that focuses on ensuring all young people, especially those involved in public systems, have what they need to thrive, not just survive.

8/14- Several officers attended the 14th Annual NYS Ignition Interlock Conference at the Empire State Plaza, Albany.

8/24-27- Several officers attended the 50th Annual American Probation and Parole Association training, NYC.

8/26- Sr. Probation Officer Pierce and Sr. Probation Officer Reilly attended the Sullivan County's 5th Annual International Overdose Awareness Day Vigil, Monticello.

Sullivan County

Legislative Memorandum

File #: ID-7711

Agenda Date: 9/4/2025

Agenda #: 1.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO APPROVE THE 2026 STOP DWI PLAN AND AUTHORIZE THE COUNTY MANAGER TO SIGN ANY NECESSARY AGREEMENTS

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$47,300.00 this amount could vary depending on the revenue the County brings in from fine monies.

Are funds already budgeted? No

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO APPROVE THE 2026 STOP DWI PLAN AND AUTHORIZE THE COUNTY MANAGER TO SIGN ANY NECESSARY AGREEMENTS

WHEREAS, the 2026 STOP DWI Plan has been prepared and requires the signature of the County Manager prior to being approved by the New York State Department of Motor Vehicles, Governor's Traffic Safety Committee, and

WHEREAS, the 2026 STOP DWI Budget is \$172,300.00, and

WHEREAS, a copy of the 2026 STOP DWI PLAN is on file in the County Manager's Office.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to sign any and all agreements with the State of New York and all appropriate agencies to affect the 2026 STOP DWI Plan, said agreements to be in such form as the County Attorney shall approve.

Sullivan County STOP DWI Plan



Contact Information

Plan Submitted by Coordinator

Name: Michael Schiff

Title: Sheriff

Agency: Sullivan County Sheriffs Office

Street Address: 58 Old Route 17

City/State/ZIP: Monticello, New York. 12701

Phone Number: 845-807-0757 Ext:

Email: michael.schiff@sullivanny.gov

Administrator/Additional Point of Contact

Name: Nadine Bury

Title: Confidential Secretary

Agency: Sullivan County Sheriffs Office

Street Address: 58 Old Route 17

City/State/ZIP: Monticello, New York. 12701

Phone Number: 845-807-0757 Ext:

Email: nadine.bury@sullivanny.gov

County Fiscal Agent

Name: Nancy Buck

Title: Treasurer

Agency: Sullivan County Treasurers Office

Street Address: 100 North Street

City/State/ZIP: Monticello, New York. 12701

Phone Number: 845-794-3000 Ext:

Email: nancy.buck@sullivanny.gov

County Administrator Contact

Name: Joshua Potosek

Title: County Manager

Agency: County Managers Office

Street Address: 100 North Street

City/State/ZIP: Monticello, New York. 12701

Phone Number: 845-807-0450 Ext:

Email: joshua.potosek@sullivanny.gov

Plan Overview

Component Totals

Component	Grand Total
Law Enforcement	\$48,000.00
Court Related/Prosecution	\$51,000.00
Probation	\$41,000.00
Rehabilitation	\$0.00
Public Information/Education	\$5,000.00
Administration	\$27,300.00

Total STOP-DWI Budget: \$172,300.00

Estimated fine revenue for 2026: \$125,000.00

Rollover/Funds balance: \$0.00

(Not planning to use rollover)

Anticipated other sources of revenue: Yes

\$7,000.00 - VIP

\$40,300.00 - County Share

Other source(s) of revenue total: \$47,300.00

Total Estimated Revenues: \$172,300.00

Additional Comments:

You have reported no additional comments.

Law Enforcement Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
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Total Funded Positions: \$0.00

Law Enforcement Component Activity (Overtime/Equipment) Budget

Jurisdiction	Agency	DWI Patrol/Overtime	OTPS/Equipment
County	Sheriff's Office	\$10,000.00	\$600.00
Village	Monticello PD	\$10,000.00	\$600.00
Village	Woodridge PD	\$5,000.00	\$600.00
Town	Liberty PD	\$10,000.00	\$600.00
Town	Fallsburg PD	\$10,000.00	\$600.00

Overtime: \$45,000.00

Equipment: \$3,000.00

Overtime funding: \$45,000.00

Fringe Benefits: \$0.00

Total Personal Services: \$45,000.00

Other Than Personal Services

Vehicle Description	Agency	Vehicle Funding
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Vehicle Total: \$0.00

Vehicle Maintenance Description	Agency	Maintenance Funding
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Vehicle Maintenance Total: \$0.00

Equipment Description	Agency	Equipment Funding
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Sheriff's Office	\$600.00
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Liberty PD	\$600.00
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Fallsburg PD	\$600.00

Equipment Description	Agency	Equipment Funding
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Monticello PD	\$600.00
Funds will be used to purchase Alco Sensor FST breathalyzer units, as needed by the departments.	Woodridge PD	\$600.00

Equipment Total: \$3,000.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Activities to be funded in this area
To contract with law enforcement agencies in the county to perform STOP DWI Patrols.

Total Other Than Personal Services: \$3,000.00

Law Enforcement Component Grand Total: \$48,000.00

Court Related/Prosecution Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
Assistant District Attorney	District Attorneys Office	Partially	\$51,000.00

Total Funded Positions: \$51,000.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$51,000.00

Other Than Personal Services

Equipment Description	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Court Fee Description	Court Fee Funding
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Court Fee Total: \$0.00

Activities to be funded in this area

Agreement with the Sullivan County DA's Office to provide a portion of an Assistant District Attorney's salary to prosecute DWI/DWAI defendants.

Total Other Than Personal Services: \$0.00

Court Related/Prosecution Component Grand Total: \$51,000.00

Probation Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
Probation Officer	Probation	Partially	\$41,000.00

Total Funded Positions: \$41,000.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$41,000.00

Other Than Personal Services

Equipment Description	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Victim Impact Panel Description	Victim Impact Panel Funding
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Victim Impact Panel Total: \$0.00

Activities to be funded in this area

Agreement with the Sullivan County Probation Department to reimburse a portion of a probation officer's salary for supervision of DWI/DWAI defendants who are sentenced to probation.

Total Other Than Personal Services: \$0.00

Probation Component Grand Total: \$41,000.00

Rehabilitation Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
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Total Funded Positions: \$0.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$0.00

Other Than Personal Services

Equipment Description	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Activities to be funded in this area

You have reported no activity for this component.

Total Other Than Personal Services: \$0.00

Rehabilitation Component Grand Total: \$0.00

Public Information/Education Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
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Total Funded Positions: \$0.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$0.00

Other Than Personal Services

Equipment Description	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
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Supply Total: \$0.00

Training/Travel Description	Training/Travel Funding
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Training/Travel Total: \$0.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
------------------------	---------------

Other Item Total: \$0.00

Advertising Description	Advertising Funding
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Advertising	\$5,000.00
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Advertising Total: \$5,000.00

Activities to be funded in this area

Creating and promoting newspaper and radio ads to further the message of STOP DWI program in effort to make people aware and think about the consequences of their actions.
Advertising in local newspapers and radio stations.

Total Other Than Personal Services: \$5,000.00

Public Information/Education Component Grand Total: \$5,000.00

Administration Component Summary

Personal Services

Funded Positions

Title	Agency	Funding Type	Total
Coordinator	Sheriff's Office	Partially	\$10,000.00
Assistants	Sheriff's Office	Partially	\$10,000.00

Total Funded Positions: \$20,000.00

Overtime funding: \$0.00

Fringe Benefits: \$0.00

Total Personal Services: \$20,000.00

Other Than Personal Services

Equipment Description	Agency	Equipment Funding
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Equipment Total: \$0.00

Supply Description	Supply Funding
VIP Forms, Receipt Books	\$300.00

Supply Total: \$300.00

Training/Travel Description	Training/Travel Funding
STOP DWI Conference's	\$4,000.00

Training/Travel Total: \$4,000.00

Contractual Service Description	Contractual Service Funding
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Contractual Service Total: \$0.00

Other Item Description	Other Funding
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Other Item Total: \$0.00

Recognition Awards/Events Description	Recognition Funding
TOP COP Awards	\$3,000.00

Recognition Total: \$3,000.00

Activities to be funded in this area

Administration of the STOP DWI Plan, including preparation of quarterly reports, annual plan, processing of agreements and invoices with agencies providing services. Attendance and administration of Victim Impact Panels.

Total Other Than Personal Services: \$7,300.00

Administration Component Grand Total: \$27,300.00

Sullivan County

Legislative Memorandum

File #: ID-7712

Agenda Date: 9/4/2025

Agenda #: 2.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE SHERIFF'S OFFICE TO ENTER INTO AN AGREEMENT WITH THE SULLIVAN COUNTY CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) CONCERNING THE CANINE PROGRAM

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: 4 hours OT paid per week to the canine officer

Are funds already budgeted? No

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: A3150-10-1011

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE SHERIFF'S OFFICE TO ENTER INTO AN AGREEMENT WITH THE SULLIVAN COUNTY CIVIL SERVICE EMPLOYEES' ASSOCIATION (CSEA) CONCERNING THE CANINE PROGRAM

WHEREAS, the County of Sullivan ("County") and the Sheriff's Office of Sullivan County desire to enter into a Memorandum of Agreement with the Sullivan County Civil Service Employees' Association (CSEA) concerning compensation for Civil Service Employees' Association (CSEA) members assigned to the Sheriff's Office (Jail Division) Canine Program, and

WHEREAS, each Deputy Sheriff assigned as a canine handler to the Sheriff's Office (Jail Division) Canine Program will have additional at home work duties consisting of caring for his/her dog(s) including but not limited to bathing, brushing, exercising, feeding, grooming, cleaning of the kennel or transport vehicle, administering drugs or medication for illness/injury and training, and

WHEREAS, each Deputy Sheriff assigned as a canine handler to the Sullivan County Jail Canine Program shall be assigned a Sheriff's Office vehicle for transporting the police dog(s). The County shall provide either a portable kennel or fixed cage to be used in the canine vehicle, and

WHEREAS, the purchase of the dog(s) and kennel arrangements for housing the dog(s) when the Deputy Sheriff canine handler is unavailable, or as otherwise becomes necessary (e.g. vacation, illness etc.) shall be provided by the County at no cost to the Deputy Sheriff canine handler with the prior approval of the Sheriff or designee. The specific kennel shall be designated by the Sheriff or his designee, and

WHEREAS, all veterinary services and related expenses for the care of the dog(s) shall be provided by the County at no cost to the Deputy Sheriff canine handler. The County shall designate the specific veterinarian to be used.

The Deputy Sheriff canine handler shall advise the Sheriff or designee prior to use of the veterinary services, except in the event of an emergency. The bill for services shall be billed directly to the County for payment, and

WHEREAS, all dog food shall be provided by the County at no cost to the Deputy Sheriff canine handler. The County shall designate the specific vendor where the dog food will be purchased from. The bill for the purchase of the dog food shall be billed directly to the County for payment, and

WHEREAS, all of the above described activities apply to work days as well as approved days off and vacation periods.

NOW, THEREFORE, BE IT RESOLVED, that as compensation for the aforementioned responsibilities, each Deputy Sheriff assigned as a canine handler in the Sheriff's Office (Jail Division) Canine Program will receive a total of four (4) hours overtime per week at the rate of time and one half (1.5X) their regular rate of pay for the off-duty care and maintenance of the dog(s) and its facilities.

BE IT FURTHER RESOLVED, that the County Manager is authorized to enter into a Memorandum of Agreement with the Sullivan County Sheriff's Office and Sullivan County Civil Service Employees' Association approving said compensation in a form approved by the County Attorney.

Sullivan County

Legislative Memorandum

File #: ID-7727

Agenda Date: 9/4/2025

Agenda #: 3.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE AND EXECUTE A LEASE WITH A THIRD-PARTY LAND OWNER FOR THE LEASE OF LAND TO SUPPORT THE OPERATION OF PUBLIC SAFETY COMMUNICATIONS FACILITIES

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? No

If 'Yes,' specify appropriation code(s):

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE AND EXECUTE A LEASE WITH A THIRD-PARTY LAND OWNER FOR THE LEASE OF LAND TO SUPPORT THE OPERATION OF PUBLIC SAFETY COMMUNICATIONS FACILITIES

WHEREAS, Resolution No. 157-12 authorizes the negotiation of the renewal of agreements and additional leased parcel with third party land owners for the use of parcels of property for communications towers; and

WHEREAS, in order to enhance public safety communications for the County, a parcel of land has been identified as a suitable site to construct a public safety communications facility; and

WHEREAS, the lease is for a portion of a parcel of land situated in the Village of Jeffersonville, identified on Real Property Tax Map Section 102, Block 1 and Lot 17; and

WHEREAS, it is in the best interest of the County to execute this lease to continue to improve public safety communications,

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the County Legislature be authorized to execute a land lease with the property owner(s), commencing October 1, 2025 for a period of twenty years with an option to extend said lease agreement for the purposes of constructing a public safety communications facility; and

BE IT FURTHER RESOLVED, that the first lease payment shall be \$4000 per annum and each succeeding year shall increase the prior year's rent by two percent; and

BE IT FURTHER RESOLVED, that the form of such lease agreement be drafted and approved by the

County Attorney's Office.

Sullivan County

Legislative Memorandum

File #: ID-7728

Agenda Date: 9/4/2025

Agenda #: 4.

Narrative of Resolution:

**RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT
COMMITTEE TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT WITH THE SULLIVAN WEST
CENTRAL SCHOOL DISTRICT**

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

**RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT
COMMITTEE TO AUTHORIZE A RIGHT-OF-WAY AGREEMENT WITH THE SULLIVAN WEST
CENTRAL SCHOOL DISTRICT**

WHEREAS, Sullivan County recognizes the need for reliable public safety communications infrastructure in order to protect the health, safety, and welfare of the residents of the community; and

WHEREAS, Sullivan County is seeking to construct and maintain a public safety communication tower facility located on property adjacent to the Sullivan West Central School District Jeffersonville Campus; and

WHEREAS, in order to ensure reasonable and lawful access for the purpose of utility access, inspection, repair and maintenance of said communication tower facility, it is necessary to enter into a Right-of-Way Agreement with the Sullivan West Central School District; and

WHEREAS, the proposed Right-of-Way Agreement will grant Sullivan County access across the Sullivan West Central School District property to reach the communication tower facility, subject to terms and conditions mutually agreed upon by the parties.

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the County Legislature is hereby authorized to enter into a Right-of-Way Agreement with Sullivan West Central School District in a form as approved by the County Attorney for access across the Jeffersonville Campus property to construct and maintain public safety communications facilities; and

Sullivan County

Legislative Memorandum

File #: ID-7733

Agenda Date: 9/4/2025

Agenda #: 5.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO ACCEPT THE DONATION OF AN AMBULANCE FROM THE BOARD OF COOPERATIVE EDUCATION SERVICES (BOCES) TO THE SULLIVAN COUNTY DIVISION OF PUBLIC SAFETY

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO ACCEPT THE DONATION OF AN AMBULANCE FROM THE BOARD OF COOPERATIVE EDUCATION SERVICES (BOCES) TO THE SULLIVAN COUNTY DIVISION OF PUBLIC SAFETY

WHEREAS, Sullivan County Board of Cooperative Educational Services has offered to donate a used ambulance to the Sullivan County Division of Public Safety to be used by the Bureau of Emergency Medical Services; and

WHEREAS, Sullivan County Bureau of Emergency Medical Services wishes to accept the ambulance donation for both operations and Emergency Medical Services training where available.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute an agreement, and any related documents which shall be approved as to form by the County Attorney, to accept the donation of an ambulance from Sullivan County Board of Cooperative Educational Services to Sullivan County.

BE IT FURTHER RESOLVED, that the Sullivan County Legislatures appreciates the generous donation made by Sullivan County Board of Cooperative Education Services and formally thanks them for their donation to Sullivan County for the benefit of all current and future residents.

Sullivan County

Legislative Memorandum

File #: ID-7734

Agenda Date: 9/4/2025

Agenda #: 6.

Narrative of Resolution:

TO AMEND RESOLUTION NO. 387-22 AMENDING THE DATES OF A GRANT AWARDED FROM THE NEW YORK STATE OFFICE OF VICTIM SERVICES

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: 0

Are funds already budgeted? Choose an item.

If 'Yes,' specify appropriation code(s): Click or tap here to enter text.

If 'No,' specify proposed source of funds: Click or tap here to enter text.

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

**RESOLUTION INTRODUCED BY PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE
TO AMEND RESOLUTION NO. 387-22 AMENDING THE DATES OF A GRANT AWARDED FROM
THE NEW YORK STATE OFFICE OF VICTIM SERVICES**

WHEREAS, Resolution No. 387-22 was adopted by the Sullivan County Legislature on September 15, 2022, and

WHEREAS, some of the dates were not correct, and

WHEREAS, the dates should have read

2022-2023----- \$91,272.52

2023-2024----- \$91,272.52

2024-2025----- \$91,272.52

NOW, THEREFORE BE IT RESOLVED, that the Sullivan County Legislature hereby amends Resolution No. 387-22 to reflect the above dates which are reflected in the attached agreement, and

BE IT FURTHER RESOLVED, that everything else including the amounts in Resolution No. 387-22 remains the same and unchanged.

STATE OF NEW YORK CONTRACT FOR GRANTS FACE PAGE

<p>STATE AGENCY (Name & Address): Office of Victim Services</p> <p>80 S. Swan Street 2nd Flr. Albany, NY 12210</p>	<p>BUSINESS UNIT/DEPT ID: OVS01 1080200</p> <p>CONTRACT NUMBER: OVS01-C11381GG-1080200</p> <p>CONTRACT TYPE (select one): <input checked="" type="checkbox"/> Multi-Year Agreement <input type="checkbox"/> Simplified Renewal Agreement <input type="checkbox"/> Fixed Term Agreement</p>
<p>CONTRACTOR NAME: SULLIVAN COUNTY OF</p>	<p>TRANSACTION TYPE: <input type="checkbox"/> New <input type="checkbox"/> Renewal (list periods) : <input checked="" type="checkbox"/> Amendment (list periods) : 3</p>
<p>CONTRACTOR IDENTIFICATION NUMBERS:</p> <p>NYS Vendor ID Number: 1000002445</p> <p>Federal Tax ID Number: 146002812</p>	<p>PROJECT NAME: Victim Assistance 2021</p> <p>ASSISTANCE LISTINGS (formerly CFDA) NUMBER (ALN) (Federally Funded Grants Only): 16.575</p>
<p>CONTRACTOR PRIMARY MAILING ADDRESS: COUNTY TREASURER 100 NORTH ST PO BOX 5012 MONTICELLO, NY 12701</p> <p>CONTRACTOR PAYMENT ADDRESS: 100 NORTH ST MONTICELLO, NY 12701</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR MAILING ADDRESS: 100 NORTH ST MONTICELLO, NY 12701</p> <p><input type="checkbox"/> Check if same as primary mailing address</p> <p>CONTRACTOR PRIMARY E-MAIL ADDRESS: nancy.buck@co.sullivan.ny.us</p>	<p>CONTRACTOR STATUS: <input type="checkbox"/> For Profit <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> Tribal Nation <input type="checkbox"/> Individual <input type="checkbox"/> Not-For- Profit</p> <p>Charities Registration Number:</p> <p>Exemption Status/Code: N/A</p> <p><input type="checkbox"/> Sectarian Entity</p>
<p>CURRENT CONTRACT TERM:</p> <p>From: 10/01/2022 To: 09/30/2025</p> <p>AMENDED TERM:</p> <p>From:</p> <p>To:</p>	<p>CONTRACT FUNDING AMOUNT (Fixed Term – enter current period amount; Simplified Renewal – enter cumulative amount to date; Multi-year – enter total projected amount of the contract):</p> <p>CURRENT: \$273,817.57</p> <p>AMENDED:</p> <p>FUNDING SOURCE(S) <input type="checkbox"/> State <input checked="" type="checkbox"/> Federal <input type="checkbox"/> Other</p>

ATTACHMENTS INCLUDED AS PART OF THIS AGREEMENT (select all that apply):

- ☒ Appendix A
- ☒ Attachment A:

☐ A-1 Agency Specific Terms and Conditions
☒ A-2 Program Specific Terms and Conditions
☐ A-3 Federally Funded Grants and Requirements Mandated by Federal Laws
- ☒ Attachment B:

☐ B-1 Expenditure Based Budget
☐ B-2 Performance Based Budget
☐ B-3 Capital Budget
☐ B-4 Net Deficit Budget

☒ B-1(A) Expenditure Based Budget (Amendment)
☐ B-2(A) Performance Based Budget (Amendment)
☐ B-3(A) Capital Budget (Amendment)
☐ B-4(A) Net Deficit Budget (Amendment)
- ☒ Attachment C: Work Plan
- ☒ Attachment D: Payment and Reporting
- ☐ Other:

STATE OF NEW YORK CONTRACT FOR GRANTS SIGNATURE PAGE

IN WITNESS THEREOF, the parties hereto have electronically signed and agreed to this Contract, or approved this Contract on the dates below their signatures.	
<p>In addition, I, acting in the capacity as Contractor, certify that I am the signing authority, or have been delegated or designated formally as the signing authority by the appropriate authority or official, and as such I do agree, and I have the authority to agree, to all of the terms and conditions set forth in the Contract, including all appendices and attachments. I understand that (i) payment of a claim on this Contract is conditioned upon the Contractor's compliance with all applicable conditions of participation in this program and if applicable, the accuracy and completeness of information submitted to the State of New York through the New York State prequalification process and (ii) by electronically indicating my acceptance of the terms and conditions of the Contract, I certify that (a) to the extent that the Contractor is required to register and/or file reports with the Office of the Attorney General's Charities Bureau ("Charities Bureau"), the Contractor's registration is current, all applicable reports have been filed, and the Contractor has no outstanding requests from the Charities Bureau relating to its filings and (b) all data and response in the application submitted by the Contractor are true, complete and accurate. I also understand that use of my assigned User ID and Password on the State's contract management system is equivalent to having placed my signature on the Contract and that I am responsible for any activity attributable to the user of my User ID and Password. Additionally, any information entered will be considered to have been entered and provided at my direction. I further certify and agree that the Contractor agrees to waive any claim that this electronic record or signature is inadmissible in court, notwithstanding the choice of law provisions.</p> <p>CONTRACTOR: SULLIVAN COUNTY OF _____</p> <p>By: Josh Potosek _____ Printed Name</p> <p>Title: County Manager _____</p> <p>Date: 08/22/2025 _____</p>	<p>In addition, the party below certifies that it has verified the electronic signature of the Contractor to this Contract.</p> <p>STATE AGENCY: Office of Victim Services _____</p> <p>By: Kathleen Joslin _____ Printed Name</p> <p>Title: Grants Unit Chief _____</p> <p>Date: 08/22/2025 _____</p>
<p>ATTORNEY GENERAL'S SIGNATURE APPROVED AS TO FORM</p> <p>By: _____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>	<p>STATE COMPTROLLER'S SIGNATURE</p> <p>By: _____ Printed Name</p> <p>Title: _____</p> <p>Date: _____</p>

STATE OF NEW YORK CONTRACT FOR GRANTS

This State of New York Contract for Grants, including all attachments and appendices (hereinafter referred to as 'Contract' or 'Agreement'), is hereby made by and between the State of New York acting by and through the applicable State Agency (State or Agency) and the public or private entity (Contractor) identified on the face page hereof (Face Page).

WITNESSETH:

WHEREAS, the State has the authority to regulate and provide funding for the operation of a program or performance of a service; and desires to contract with a responsive and responsible Contractor possessing the necessary resources to provide such services or work; and

WHEREAS, the Contractor is ready, willing, and able to provide such services or work and possesses or can make available all necessary qualified personnel, licenses, facilities and expertise to perform or have performed the services or work, as applicable, required pursuant to and in compliance with the terms of the Contract, specifications outlined in the grant solicitation, resulting award, and other associated documents comprising the Agreement.

NOW THEREFORE, in consideration of the promises, responsibilities, and covenants herein, the State and the Contractor agree to as follows:

STANDARD TERMS AND CONDITIONS

I. GENERAL PROVISIONS

A. Order of Precedence: In the event of a conflict among (i) the terms of the Contract or (ii) between the terms of the Contract and the original request for proposal, solicitation document, the program application or other documentation that was completed and executed by the Contractor in connection with the grant award, the order of precedence is as follows:

1. Appendix A -- Standard Clauses for New York State Contracts
2. Contract for Grants Standard Terms and Conditions
3. Modifications to the Face Page
4. Modifications to Attachment A-2: Program Specific Terms and Conditions; Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws (modifications not required by the Federal government)¹, Attachment B: Budget, Attachment C: Work Plan, and Attachment D: Payment and Reporting
5. The Face Page
6. Attachment A-2: Program Specific Terms and Conditions, Attachment A-3: Federally Funded Grants and Requirements Mandated by Federal Laws, Attachment B: Budget, Attachment C: Work Plan; and Attachment D: Payment and Reporting
7. Modifications to Attachment A-1: Agency Specific Terms and Conditions
8. Attachment A-1: Agency Specific Terms and Conditions
9. Other attachments, including, but not limited to, the request for proposal or program application, if incorporated by reference on the Face Page

¹ For modifications required by the Federal government see Section I(M)

The documents above, collectively, comprise the entire Agreement and govern the

program for the entirety of the term of the Contract and any resulting renewals.

- B. Funding:** Funding for the term of the Contract shall not exceed the amount specified as "Contract Funding Amount" on the Face Page or as subsequently revised to reflect an approved renewal or cost amendment. Funding for the initial and subsequent periods of the Contract shall not exceed the applicable amounts specified in the applicable Attachment B form (Budget).
- C. Contract Performance:** The Contractor shall perform all services or work, as applicable, and comply with all provisions of the Contract to the satisfaction of the State. The Contractor shall provide services or work, as applicable, and meet the program objectives summarized in Attachment C (Work Plan) in accordance with the provisions of the Contract, relevant laws, rules and regulations, administrative, program and fiscal guidelines, and where applicable, operating certificate for facilities or licenses for an activity or program.
- D. Modifications:** Any modifications to this Agreement, including any budgetary changes, must be mutually agreed to in writing by both parties and be reflected on the Face Page where such terms are modified. Modifications may be subject to the approval of the AG and OSC in accordance with Appendix A, Section 3, Comptroller's Approval. A modification that would result in a transfer of funds among program activities or budget cost categories that does not affect the amount, consideration, scope or other terms of such Contract may be subject to the approval of the AG and OSC where the amount of such modification is, as a proportion of the total value of the Contract, equal to or greater than ten percent for contracts of five million dollars or less, or five percent for contracts of more than five million dollars. Modifications that are not subject to the AG and OSC approval shall be processed in accordance with the guidelines stated in the Contract.
- E. Severability:** Any provision of the Contract that is held to be invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, shall be ineffective only to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof; provided, however, that the parties to the Contract shall attempt in good faith to reform the Contract in a manner consistent with the intent of any such ineffective provision for the purpose of carrying out such intent. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.
- F. Interpretation:** The headings in the Contract are inserted for convenience and reference only and do not modify or restrict any of the provisions herein. All personal pronouns used herein shall be considered gender neutral. The Contract has been made under the laws of the State of New York, and the venue for resolving any disputes hereunder shall be in a court of competent jurisdiction of the State of New York.
- G. Notice:** All Notices under this Contract, including termination notices, shall be made in writing and directed to the representatives identified herein, or their designees and shall be transmitted by: a) certified or registered United States mail, return receipt requested; b) facsimile transmission; c) personal delivery; d) expedited delivery service; and/or e) e-mail. Notice shall be deemed to have been given either at the time of personal delivery or, in the case of expedited delivery service or certified or registered United States mail, as of the date of first attempted delivery at the address and in the manner provided herein, or in the case of facsimile transmission or e-mail, upon receipt.
- The parties may, on written notice, designate other individuals as their representatives. Such representatives shall request, oversee, supervise, and accept performance of services provided by the Contractor and shall receive any required submissions. Whenever an action is to be taken, or approval for services given by the Agency, such action or approval may be given only by the representatives designated pursuant to this Section.
- H. Indemnification:** The Contractor shall be solely responsible and answerable in damages for all accidents, incidents, and/or injuries to persons (including death) or property arising out of or related to the services to be rendered by the Contractor or its subcontractors pursuant to this Contract. The Contractor shall indemnify and hold harmless the State and its officers and employees from claims, suits, actions, damages, and cost of every nature arising out of the provision of services pursuant

to the Contract.

- I. Legal Action:** No litigation or regulatory action shall be brought against the State of New York, the State Agency, or against any county or other local government entity with funds provided under the Contract. The term "litigation" shall include commencing or threatening to commence a lawsuit, joining, or threatening to join as a party to ongoing litigation, or requesting any relief from the State of New York, the State Agency, or any county, or other local government entity. The term "regulatory action" shall include commencing or threatening to commence a regulatory proceeding or requesting any regulatory relief from the State of New York, the State Agency, or any county, or other local government entity.
- J. Partisan Political Activity and Lobbying:** Funds provided pursuant to the Contract shall not be used for any partisan political activity, or for activities that attempt to influence legislation or election or defeat of any candidate for public office.
- K. Reporting Fraud and Abuse:** Contractor acknowledges that it has reviewed information on how to prevent, detect, and report fraud, waste, and abuse of public funds, including information about the Federal False Claims Act, the New York State False Claims Act, and whistleblower protections and will comply with requirements therein.
- L. Reporting Risks to Performance:** If any specific event, conjunction of circumstances, or any occurrence involving the staff, volunteers, directors, officers, subcontractors, or program participants of the Contractor threatens the successful completion of this project, in whole or in part, the Contractor agrees to notify the State Agency within three (3) calendar days of becoming aware of the occurrence describing the occurrence and the risk it poses to performance under the Contract. The Contractor's notice shall include a written description of the event and a recommended solution. Such events may include, but not be limited to, death or serious injury, an arrest or possible criminal activity.
- M. Federally Funded Grants and Requirements Mandated by Federal Laws:** All the Specific Federal requirements that are applicable to the Contract are identified in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto. To the extent that the Contract is funded, in whole or part, with Federal funds or mandated by Federal laws, (i) the provisions of the Contract that conflict with Federal rules, Federal regulations, or Federal program specific requirements shall not apply and (ii) to the extent that the modifications to Attachment A-3 are required by Federal requirements and conflict with other provisions of the Contract, the modifications to Attachment A-3 shall supersede all other provisions of this Contract; and (iii) the Contractor agrees to comply with all applicable Federal rules, regulations and program specific requirements including, but not limited to, those provisions that are set forth in Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws), attached hereto.
- N. Renewal:**
1. **General Renewal:** The Contract may consist of successive periods on the same terms and conditions, as specified within the Contract (a "Simplified Renewal Contract"). Each additional or superseding period shall be on the forms specified by the State and shall be incorporated in the Contract.
 2. **Renewal Notice to Not-for-Profit Contractors:** The Contract, as specified herein, may consist of successive periods on the same terms and condition referred to as a "Simplified Renewal Contract." Each additional or superseding period shall be on the forms specified by the State and shall be incorporated into the Contract. Pursuant to State Finance Law §179-t, if the Contract is with a not-for-profit Contractor and provides for a renewal option, the State shall notify the Contractor of the State's intent to renew or not to renew the Contract no later than ninety (90) calendar days prior to the end of the term of the Contract, unless funding for the renewal is contingent upon enactment of an appropriation, than thirty (30) calendar days after the appropriation becomes law, whichever is later. Notwithstanding the foregoing, in the event the State is unable to comply with the time frames set forth in this paragraph due to unusual circumstances beyond the control of the State ("Unusual Circumstances"), no payment of interest shall be due to the Contractor. For purposes of State Finance Law §179-t, "Unusual Circumstances" shall not mean the failure by the State to (i) plan for

implementation of a program, (ii) assign sufficient staff resources to implement a program, (iii) establish a schedule for the implementation of a program or (iv) anticipate any other reasonably foreseeable circumstance. Notification to the Contractor of the State's intent to not renew the Contract must be in writing in the form of a letter, with the reason(s) for the non-renewal included. If the State does not provide notice to the Contractor of its intent not to renew the Contract as required in this Section and State Finance Law §179-t, the Contract shall be deemed continued until the date the State provides the necessary notice to the Contractor, in accordance with State Finance Law §179-t. Expenses incurred by the not-for-profit Contractor during such extension shall be reimbursable under the terms of the Contract.

II. TERMINATION AND SUSPENSION

A. Termination:

1. Grounds:

- a) Mutual Consent: The Contract may be terminated at any time upon mutual written consent of the State and the Contractor.
- b) Cause: The State may terminate the Contract immediately, upon written notice of termination to the Contractor, if the Contractor fails to comply with any of the terms and conditions of the Contract and/or with any applicable laws, rules, regulations, policies, or procedures. If the termination for cause results from unsatisfactory performance by the Contractor, the value of the work performed by the Contractor prior to termination shall be established by the State.
- c) Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard by the appropriate State officials or staff, this Contract may be terminated by the State at the Contractor's expense where the Contractor is determined by the State to be non-responsible. In such event, the State may complete contractual requirements in any manner it deems advisable and pursue available legal or equitable remedies for breach.
- d) Convenience: The State may terminate the Contract in its sole discretion upon thirty (30) calendar days prior written notice.
- e) Lack of Funds: If for any reason the State or the Federal government terminates or reduces its appropriation to the applicable State Agency or entity entering into the Contract or fails to pay the full amount of the allocation for the operation of one or more programs funded under this Contract, the Contract may be terminated or reduced at the State Agency's discretion. No reduction or termination shall apply to allowable costs already incurred by the Contractor whereby funds are available to the State Agency for payment of such costs. Upon termination or reduction of the Contract, all remaining funds paid to the Contractor that are not subject to allowable costs already incurred by the Contractor shall be returned to the State Agency. In any event, no liability shall be incurred by the State (including the State Agency) beyond monies available for the purposes of the Contract. The Contractor acknowledges that any funds due to the State Agency or the State of New York because of disallowed expenditures after audit shall be the Contractor's responsibility.
- f) Force Majeure: Performance under the Contract may be terminated or suspended by the State immediately upon the occurrence of a "force majeure" event. For purposes of the Contract, "Force majeure" shall include, but not be limited to, natural disasters, war, rebellion, declared pandemics, insurrection, riot, strikes, lockout, and any unforeseen circumstances and acts beyond the control of the parties which render the performance of contractual obligations impossible.

2. Effect of Notice and Termination on State's Payment Obligations:

Upon receipt of notice of termination provided pursuant to the notice requirements prescribed in this Agreement, the Contractor shall stop work immediately and complete only those specific assignments and/or obligations, if any, subsequently approved by the State. In the event of termination other than for cause, the Contractor shall be entitled to compensation for services performed through the date of termination that are accepted by the State, and for any subsequent services that are accepted by the State, rendered in connection with any successor consultants

and contractors, including transfer of records, briefing and any other services deemed necessary or desirable by the State. The Contractor agrees to cooperate to the fullest respect with any successor consultants and contractors.

3. Effect of Termination Based on Misuse or Conversion of State or Federal Property:

Where the Contract is terminated for cause based on Contractor's failure to use some or all of the real property or equipment purchased pursuant to the Contract for the purposes set forth herein, the State may, at its option, require: a) repayment to the State of any monies previously paid to the Contractor; b) return of any real property or equipment purchased under the terms of the Contract; or c) an appropriate combination of clauses (a) and (b) herein.

Nothing herein shall be intended to limit the State's ability to pursue such other legal or equitable remedies as may be available.

4. Suspension:

The State may, in its discretion, order the Contractor to suspend performance for a reasonable period of time. In the event of such suspension, the Contractor shall be given formal written notice outlining the specific details of such suspension. Upon issuance of such notice, the Contractor shall comply with the particulars of the notice. The State shall have no obligation to reimburse Contractor's expenses during such suspension period. Activities may resume at such time as the State issues a formal written notice authorizing a resumption of performance under the Contract.

III. ADDITIONAL OBLIGATIONS, REPRESENTATIONS AND WARRANTIES

A. Contractor as an Independent Contractor/Employees:

1. The State and the Contractor agree that the Contractor is an independent contractor, and not an employee of the State and may neither hold itself out nor claim to be an officer, employee, or subdivision of the State nor make any claim, demand, or application to or for any right based upon any different status. Notwithstanding the foregoing, the State and the Contractor agree that if the Contractor is a New York State municipality, the Contractor shall be permitted to hold itself out, and claim, to be a subdivision of the State.

The Contractor shall be solely responsible for the recruitment, hiring, provision of employment benefits, payment of salaries and management of its project personnel. These functions shall be carried out in accordance with the provisions of the Contract, and all applicable Federal and State laws and regulations.

2. The Contractor warrants that it, its staff, and any and all subcontractors have all the necessary licenses, approvals, and certifications currently required by the laws of any applicable local, state, or Federal government to perform the services or work, as applicable, pursuant to the Contract and/or any subcontract entered into under the Contract. The Contractor further agrees that such required licenses, approvals, and certificates shall be kept in full force and effect during the term of the Contract, or any extension thereof, and to secure any new licenses, approvals, or certificates within the required time frames and/or to require its staff and subcontractors to obtain the requisite licenses, approvals, or certificates. In the event the Contractor, its staff, and/or subcontractors are notified of a denial or revocation of any license, approval, or certification to perform the services or work, as applicable, under the Contract, Contractor shall immediately notify the State.

B. Subcontractors:

1. If the Contractor enters into subcontracts for the performance of work pursuant to the Contract, the Contractor shall take full responsibility for the acts and omissions of its subcontractors. Nothing in the subcontract shall impair the rights of the State under the Contract. No contractual relationship shall be deemed to exist between the subcontractor and the State.
2. If requested by the State, the Contractor agrees not to enter into any

subcontracts, or revisions to subcontracts, that are in excess of \$100,000 for the performance of the obligations contained herein until it has received the prior written permission of the State, which shall have the right to review and approve each and every subcontract in excess of \$100,000 prior to giving written permission to the Contractor to enter into the subcontract. All agreements between the Contractor and subcontractors shall be by written contract, signed by individuals authorized to bind the parties. All such subcontracts shall contain provisions for specifying (1) that the work performed by the subcontractor must be in accordance with the terms of the Contract, (2) that nothing contained in the subcontract shall impair the rights of the State under the Contract, and (3) that nothing contained in the subcontract, nor under the Contract, shall be deemed to create any contractual relationship between the subcontractor and the State. In addition, subcontracts shall contain any other provisions which are required to be included in subcontracts pursuant to the terms herein.

3. If requested by the State, the Contractor agrees to require the subcontractor to provide to the State the information the State needs to determine whether a proposed subcontractor is a responsible vendor.
4. When a subcontract equals or exceeds \$100,000, the subcontractor shall submit a Vendor Responsibility Questionnaire (Questionnaire).
5. If requested by the State, upon the execution of a subcontract, the Contractor shall provide detailed subcontract information (a copy of subcontract will suffice) to the State within fifteen (15) calendar days after execution. The State may request from the Contractor copies of subcontracts between a subcontractor and its subcontractor.
6. The Contractor shall require any and all subcontractors to submit to the Contractor all financial claims for Services or work to the State agency, as applicable, rendered and required supporting documentation and reports as necessary to permit Contractor to meet claim deadlines and documentation requirements as established in Attachment D (Payment and Reporting). Subcontractors shall be paid by the Contractor on a timely basis after submitting the required reports and vouchers for reimbursement of services or work, as applicable. Subcontractors shall be informed by the Contractor of the possibility of non-payment or rejection by the Contractor of claims that do not contain the required information, and/or are not received by the Contractor by said due date.

C. Use of Material, Equipment, Or Personnel:

1. The Contractor shall not use materials, equipment, or personnel paid for under the Contract for any activity other than those provided for under the Contract, except with the State's prior written permission.
2. Any interest accrued on funds paid to the Contractor by the State shall be deemed to be the property of the State and shall either be credited to the State at the close-out of the Contract or, upon the written permission of the State, shall be expended on additional services or work, as applicable, provided for under the Contract.

D. Property:

1. For the purposes of the Contract, "Property" is defined as real property, equipment, or tangible personal property having a useful life of more than one year and an acquisition cost of \$1,000 or more per unit. For Federally funded contracts, if there is any conflict in the definition of "Property" the federal awarding Agency definitions will apply.
 - a) If an item of Property required by the Contractor is available as surplus to the State, the State at its sole discretion, may arrange to provide such Property to the Contractor in lieu of the purchase of such Property. Such Property shall be returned to the State at the Contractor's cost and expense upon the expiration of the Contract unless the State consents in writing to the Contractor retaining possession of the Property to use for similar purposes.
 - b) In addition, the Contractor agrees to permit the State to inspect the Property and to monitor its use at reasonable intervals during the Contractor's regular business hours.

- c) The Contractor shall be responsible for maintaining and repairing Property purchased or procured under the Contract at its own cost and expense. The Contractor shall procure and maintain insurance at its own cost and expense in an amount satisfactory to the State Agency, naming the State Agency as an additional insured, covering the loss, theft, or destruction of such equipment. The Contractor may not charge rental or use fees under this contract for use or acquisition of Property to carry out its obligations under the Contract.
 - d) The State has the right to review and approve in writing any new contract for the purchase of or lease for rental of Property (Purchase/Lease Contract) operated in connection with the provision of the services or work as specified in the Contract, if applicable, and any modifications, amendments, or extensions of an existing lease or purchase prior to its execution. If, in its discretion, the State disapproves of any Purchase/Lease Contract, then the State shall not be obligated to make any payments for such Property.
 - e) No member, officer, director, or employee of the Contractor shall retain or acquire any interest, direct or indirect, in any Property, paid for with funds under the Contract, nor retain any interest, direct or indirect, in such, without full and complete prior disclosure of such interest and the date of acquisition thereof, in writing to the Contractor and the State.
2. For non-Federally funded contracts, unless otherwise provided herein, the State shall have the following rights to Property purchased with funds provided under the Contract:
 - a) For cost-reimbursable contracts, all right, title and interest in Property with a remaining useful life shall belong to the State unless otherwise agreed to, in writing, by the State and the Contractor. However, upon agreement by the State, title shall pass to Contractor upon the end of the Property's useful life (as the phrase "useful life" is defined in Internal Revenue Code § 1.169-2).
 - b) For performance-based contracts, all right, title and interest in such Property shall belong to the Contractor.
 3. For Federally funded contracts, title to Property whose requisition cost is borne in whole or in part by monies provided under the Contract shall be governed by the terms and conditions of Attachment A-3 (Federally Funded Grants and Requirements Mandated by Federal Laws).
 4. The Contractor shall maintain an inventory of all Property that is owned by the State and obtained by the Contractor under this Agreement.
 5. The Contractor shall execute any documents which the State may reasonably require to effectuate the provisions of this section.

E. Records and Audits:

1. General:

- a) The Contractor shall establish and maintain, in paper or electronic format, complete and accurate books, records, documents, receipts, accounts, and other evidence directly pertinent to its performance under the Contract (collectively, Records).
- b) The Contractor agrees to produce and retain for the balance of the term of the Contract, and for a period of six years from the later of the date of (i) the Contract and (ii) the most recent renewal of the Contract, any and all Records necessary to substantiate upon audit, the proper deposit and expenditure of funds received under the Contract. Such Records may include, but not be limited to, original books of entry (e.g., cash disbursements and cash receipts journal), and the following specific records (as applicable) to substantiate the types of expenditures noted:
 - i. personal service expenditures: cancelled checks and the related bank statements, time and attendance records, payroll journals,

cash and check disbursement records including copies of money orders and the like, vouchers and invoices, records of contract labor, any and all records listing payroll and the money value of non-cash advantages provided to employees, time cards, work schedules and logs, employee personal history folders, detailed and general ledgers, sales records, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.

- ii. payroll taxes and fringe benefits: cancelled checks, copies of related bank statements, cash and check disbursement records including copies of money orders and the like, invoices for fringe benefit expenses, miscellaneous reports and returns (tax and otherwise), and cost allocation plans, if applicable.
 - iii. non-personal services expenditures: original invoices/receipts, cancelled checks and related bank statements, consultant agreements, leases, and cost allocation plans, if applicable.
 - iv. receipt and deposit of advance and reimbursements: itemized bank stamped deposit slips, and a copy of the related bank statements.
- c) The OSC, AG and any other person or entity authorized to conduct an examination, as well as the State Agency or State Agencies involved in the Contract that provided funding, shall have access to the Records during the hours of 9:00 a.m. until 5:00 p.m., Monday through Friday (excluding State recognized holidays), at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying.
- d) The State shall protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records, as exempt under Section 87 of the Public Officers Law, is reasonable.
- e) Nothing contained herein shall diminish, or in any way adversely affect, the State's rights in connection with its audit and investigatory authority or the State's rights in connection with discovery in any pending or future litigation.

F. Confidentiality

1. Contractor agrees that it will not use confidential, personally identifiable information relating to individuals who may receive services, or proprietary information disclosed to Contractor in connection with the services or work ("Confidential Information") for any purpose other than in connection with the services or work and in compliance with all applicable provisions of State and federal law. The Contractor is fully responsible for its staff, its subcontractor(s), and any subcontractor's staff with regard to Confidential Information and shall ensure that they meet all obligations with respect to maintaining the confidentiality and security of any information deemed confidential.
2. Information which falls into any of the following categories shall not be considered Confidential Information: a) information that is previously rightfully known to the Contractor without restriction on disclosure; b) information that becomes, from no breach of the Contract on the part of the Contractor, generally known in the relevant industry, or is otherwise publicly available; and c) information that is independently developed by Contractor without use of the Confidential Information.
3. Except as specifically permitted in this Agreement, Contractor shall not, at any time, in any fashion, form or manner, divulge, disclose, communicate, or use, any Confidential Information other than in connection with the services or as otherwise provided herein.
4. Contractor may disclose Confidential Information if such information is required

to be disclosed by Contractor by any law, rule, regulation, judicial or administrative process or applicable professional standards, provided that, to the extent permitted by applicable law or regulation, the Contractor notifies the State prior to any such required disclosure.

- 5. Where allowable by law and agreed to by the State, Contractor may retain one copy of the Confidential Information and any summaries, analyses, notes, or extracts prepared by Contractor which are based on or contain portions of the Confidential Information evidencing its services or work for the State as required by law, regulation, professional standards, or reasonable business practice.
- 6. In protecting the Confidential Information, Contractor shall exercise the same standard of care used by Contractor to protect its own confidential and proprietary information, to prevent the disclosure of Confidential Information to any third party. Contractor shall not use Confidential Information for any purpose other than in furtherance of its services or work for the State.

G. Publicity:

- 1. Publicity regarding the work, services, performance, and/or project governed by this Agreement may not be released without prior written approval from the State. For the purposes of this Agreement, "Publicity" includes, but is not limited to: news conferences; news releases; public announcements; advertising; brochures; reports; discussions or presentations at conferences or meetings; and/or the inclusion of State materials, the State's name, or other such references to the State in any document or forum.
- 2. Any Publicity, publications, presentations or announcements of conferences, meetings or trainings which are funded in whole or in part through any activity supported under the Contract may not be published, presented or announced without prior approval of the State. Any such publication, presentation or announcement shall:
 - a) Acknowledge the support of the State of New York and, if funded with Federal funds, the applicable Federal funding agency; and
 - b) State that the opinions, results, findings and/or interpretations of data contained therein are the responsibility of the Contractor and do not necessarily represent the opinions, interpretations, or policy of the State or if funded with Federal funds, the State and the applicable Federal funding agency.
- 3. Notwithstanding the above, (i) if the Contractor is an educational research institution, the Contractor may, for scholarly or academic purposes, use, present, discuss, report or publish any material, data or analyses, other than Confidential Information, that derives from activity under the Contract and the Contractor agrees to use best efforts to provide copies of any manuscripts arising from Contractor's performance under this Contract, or if requested by the State, the Contractor shall provide the State with a thirty (30) day period in which to review each manuscript for compliance with Confidential Information requirements prior to publication; or (ii) if the Contractor is not an educational research institution, the Contractor may submit for publication, scholarly or academic publications that derive from activity under the Contract (but are not deliverable under the Contract), provided that the Contractor first submits such manuscripts to the State forty-five (45) calendar days prior to submission for consideration by a publisher in order for the State to review the manuscript for compliance with confidentiality requirements and restrictions and to make such other comments as the State deems appropriate. All derivative publications shall follow the same acknowledgments and disclaimer as described in Section III(F)(2) (Publicity) hereof.

H. Web-Based Applications-Accessibility:

Any network-based information and applications development, or programming delivered to or by the State pursuant to this contract or procurement, will comply with Section 508 of the Rehabilitation Act of 1973, as amended, and be consistent with New York State Enterprise IT Policy NYS-P08-005, Accessibility of Information Communication Technology, as such policy may be amended, modified, or superseded (the "Accessibility Policy"). The Accessibility Policy requires that State Entity Information

Communication Technology shall be accessible to persons with disabilities as determined by accessibility compliance testing. Such accessibility compliance testing will be conducted by (State Entity name, contractor or other) and any report on the results of such testing must be satisfactory to (State Entity name).

I. Unemployment Insurance Compliance:

The Contractor shall remain current in both its quarterly reporting and payment of contributions or payments in lieu of contributions, as applicable, to the State Unemployment Insurance system as a condition of maintaining this grant.

1. The Contractor hereby authorizes the State Department of Labor to disclose to the State Agency staff only such information as is necessary to determine the Contractor's compliance with the State Unemployment Insurance Law. This includes, but is not limited to, the following: a) any records of unemployment insurance (UI) contributions, interest, and/or penalty payment arrears or reporting delinquency; b) any debts owed for UI contributions, interest, and/or penalties; c) the history and results of any audit or investigation; and d) copies of wage reporting information.
2. Such disclosures are protected under Section 537 of the State Labor Law, which makes it a misdemeanor for the recipient of such information to use or disclose the information for any purpose other than the performing due diligence as a part of the approval process for the Contract.

J. Charities Registration:

If applicable, the Contractor agrees to (i) obtain not-for-profit status, a Federal identification number, and a charitable registration number (or a declaration of exemption) and to furnish the State Agency with this information as soon as it is available, (ii) be in compliance with the OAG charities registration requirements at the time of the awarding of this Contract by the State and (iii) remain in compliance with the OAG charities registration requirements throughout the term of the Contract.

K. Vendor Responsibility:

The Contractor hereby acknowledges that the State Vendor Responsibility Questionnaire (Questionnaire) and certification are made part of this Contract and that any misrepresentation of fact in the Questionnaire and attachments, or in any Contractor responsibility information that may be requested by the State, may result in termination of this Contract.

The Contractor shall at all times during the contract term remain responsible. During the term of this Contract, any changes in the provided Questionnaire shall be disclosed to the State Agency, in writing, in a timely manner. Failure to make such disclosure may result in a determination of non-responsibility and termination of this Contract. Furthermore, the Contractor agrees, if requested by the State, it must present evidence of its continuing legal authority to do business in New York State, its integrity, experience, ability, prior performance, and organizational and financial capacity.

The State, in its sole discretion, reserves the right to make a final determination of non-responsibility at any time during the term of the Contract, based on any information provided in the Questionnaire and/or any updates, clarifications, or amendments thereof; and/or when it discovers information that calls into question the responsibility of the Contractor. Prior to making a final determination of non-responsibility, the State shall provide written notice to the Contractor that it has made a preliminary determination of non-responsibility. The State shall detail the reason(s) for the preliminary determination, and shall provide the Contractor with an opportunity to be heard.

The State reserves the right to suspend any or all activities under this Contract, upon discovery of such information warranting review of responsibility. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the State issues a written notice authorizing a resumption of performance under this Contract.

L. Workers' Compensation Benefits:

1. In accordance with Section 142 of the State Finance Law, the Contract shall be void and of no force and effect unless the Contractor shall provide and maintain

coverage during the life of the Contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

2. If a Contractor believes they are exempt from the Workers Compensation insurance requirement they must apply for an exemption.

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

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

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STANDARD CLAUSES FOR NYS CONTRACTS

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

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

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

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law, if this contract exceeds \$50,000 (or \$75,000 for State University of New York or City University of New York contracts for goods, services, construction and printing, and \$150,000 for State University Health Care Facilities) or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give

something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services, either for itself or its customer agencies by the Office of General Services Business Services Center, is required when such contracts exceed \$85,000. Comptroller's approval of contracts established as centralized contracts through the Office of General Services is required when such contracts exceed \$125,000, and when a purchase order or other procurement transaction issued under such centralized contract exceeds \$200,000.

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

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State

of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

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

7. NON-COLLUSIVE BIDDING CERTIFICATION. In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently

and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

8. INTERNATIONAL BOYCOTT PROHIBITION. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

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

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

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

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

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall

apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

Contractor will include the provisions of "(a), (b) and (c)" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New

York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

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

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

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

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

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify

the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

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

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

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

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

NYS Department of Economic
Development
Division for Small Business and
Technology Development
625 Broadway
Albany, New York 12245
Telephone: 518-292-5100

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

NYS Department of Economic
Development
Division of Minority and Women's
Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
Email: [mailto:mwbebusinessdev@esd.
ny.gov](mailto:mailto:mwbebusinessdev@esd.ny.gov)
[https://ny.newnycontracts.
com/FrontEnd/
searchcertifieddirectory.asp](https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp)

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)–(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

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

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

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

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law §§ 899-aa and 899-bb and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing,

paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. PROCUREMENT LOBBYING. To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

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

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

26. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012"

("Prohibited Entities List") posted at:
<https://ogs.ny.gov/iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency

shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.

Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

ATTACHMENT A-1 (AGENCY-SPECIFIC CLAUSES)

A. MODIFICATIONS TO BUDGET AND PROGRAM GOALS AND OBJECTIVES

The parties agree that the STATE may modify the program budget set forth at ATTACHMENT B-1 (BUDGET) or the Program Goals and Objectives set forth at ATTACHMENT C (PROGRAM GOALS AND OBJECTIVES) for good cause as determined by the STATE or otherwise as required by the State Comptroller. The STATE shall provide to the CONTRACTOR written notice of any such modification(s) at least twenty calendar days prior to the effective date of the modification(s).

The parties agree that the CONTRACTOR shall not revise the program budget in ATTACHMENT B-1 (BUDGET) without prior approval of the STATE for any cost category during the period of the AGREEMENT. All revisions, including those under \$1,000, are subject to audit by the STATE.

B. LAST DOLLAR FUNDING

The parties agree that the funding provided under this AGREEMENT shall be considered to be last dollar funding. All other sources of funding for the expenses of the CONTRACTOR in providing the services contemplated by this AGREEMENT, including but not limited to fees, insurance, and donations, shall first be applied to such expenses.

C. SITE ACCESS

The CONTRACTOR shall permit the STATE's representatives to visit, with or without notice, all facilities or sites where services covered under this AGREEMENT may be provided. Upon request of the STATE, the CONTRACTOR shall make appropriate arrangements for the STATE's representatives to attend meetings of the CONTRACTOR's Board of Directors.

D. CONTRACTOR STAFFING

The parties agree the CONTRACTOR shall provide all insurance and fringe benefits, and make all employer's payments, required by federal, state or local law, rule, regulation, or policy. At least one fulltime employee of the CONTRACTOR shall be a duly qualified Notary Public or Commissioner of Deeds.

The parties agree that the CONTRACTOR shall not select, reject, promote, fail to promote, or otherwise impermissibly discriminate against any officer, employee, staff member, volunteer or other individual associated with or representing the CONTRACTOR on the basis of the individual's political belief(s) or affiliation(s).

The parties agree that if the CONTRACTOR is a not-for-profit corporation, the CONTRACTOR shall not employ, except as an unpaid volunteer, a current officer, director or incorporator of the corporation, or the parent, spouse, spousal equivalent, sibling or child of a current officer, director or incorporator of the corporation.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, a New York State legislator or legislative staffperson. The CONTRACTOR will immediately advise the Office in writing upon the employment, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of a New York State legislator or legislative staffperson. The written notice will provide the name of the individual, the position of employment, the legislator or legislative staffperson the employee is related to, and the nature of the relation. If the employee is already employed at the time that this contract becomes effective and no previous notice has been given by the CONTRACTOR, said written notice will be provided immediately upon the contract becoming effective.

The parties agree that the CONTRACTOR shall not employ, except as an unpaid volunteer, the parent, spouse, spousal equivalent, sibling or child of any employee of the CONTRACTOR who is a

program administrator or who otherwise has influence or control over the administration of the program.

E. UTILIZATION OF VOLUNTEERS

The parties agree that the CONTRACTOR will utilize the services of unpaid volunteers. The STATE may, upon the written request of the CONTRACTOR, waive this requirement if the STATE finds that the utilization by the CONTRACTOR of unpaid volunteers is hindered or prohibited by statute, regulation, or contract, or if the CONTRACTOR has otherwise been unable to procure volunteers after aggressive and sustained recruitment.

F. CONFLICT OF INTEREST - CLIENT REFERRALS

The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any current officer, director or incorporator of the corporation, if the CONTRACTOR is a not-for-profit corporation. The parties agree that the CONTRACTOR shall not refer any program participant or any other person seeking or inquiring about crime victim services to any employee of the CONTRACTOR, or to any volunteer providing services to the CONTRACTOR, or to any New York State legislator or legislative staff person, or to the parent, spouse, spousal equivalent, sibling or child of any aforementioned person, if any of the persons specified in this paragraph to whom such referral would be made would receive any financial benefit from such referral, except insofar as the persons specified in this paragraph provide services as part of the same agency to which the CONTRACTOR'S program belongs.

G. CONFLICT OF INTEREST - PURCHASE OF SUPPLIES AND SERVICES

The parties agree that no officer, director or employee of the CONTRACTOR shall solicit or accept gratuities, favors, or any thing or service having monetary value, from persons or entities furnishing supplies or services purchased with funds provided pursuant to this AGREEMENT.

The parties agree that no officer, director or employee of the CONTRACTOR shall participate in the selection, procurement or administration of supplies or services when any of the following persons has a financial or other substantive interest in the supplier, or when any of the following persons is employed by or has an arrangement concerning prospective employment with the supplier: a current officer, director, incorporator or employee of the CONTRACTOR; a parent, spouse, spousal equivalent, sibling or child of a current officer, director, incorporator or employee of the CONTRACTOR; or a business partner of a current officer, director, incorporator or employee of the CONTRACTOR.

H. EQUAL ACCESS TO SERVICES

The parties agree that the CONTRACTOR shall not hinder access to services contemplated by this AGREEMENT on the basis of race, color, national origin, sex, sexual orientation, religion, age, disability or marital status.

I. CLAIMS AND LITIGATION

The parties agree that the CONTRACTOR shall give prompt written notice to the STATE of any potential or actual claims, civil actions, judgments or liens against the CONTRACTOR arising from or pertaining to any service provided by the CONTRACTOR.

J. BANK ACCOUNTS

The parties agree that the CONTRACTOR shall deposit all funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT in a bank account within the State of New York. The CONTRACTOR shall direct and authorize any such bank to furnish to the STATE upon its request information or records pertaining to the account, and to transfer the balance of the funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT to the STATE upon its request. Any interest credited to the CONTRACTOR shall be reported by the CONTRACTOR to the STATE.

K. LIMITATION ON USE OF FUNDS

The parties agree that funds received by the CONTRACTOR from the STATE pursuant to the terms of this AGREEMENT shall not be used for the purchase of real property.

L. COPYRIGHT

The parties agree that the CONTRACTOR shall not copyright or attempt to copyright any written or other material produced by the CONTRACTOR wholly or partially with the funding contemplated by this AGREEMENT.

M. REFUND REPAYMENT

For refunds, a certified or bank check should be made out to: New York State Office of Victim Services.

N. DESIGNATE REFUND ADDRESSES

Refunds checks should be addressed to:

Administrative Services Unit
NYS Office of Victim Services
AE Smith State Office Building
80 S. Swan Street, 2nd Floor
Albany, New York 12210

O. PROGRAM OFFICE ADDRESS

Notices to the State, as identified in Section I J of this Agreement, shall be addressed to:

Supervisor of Contracts
NYS Office of Victim Services
AE Smith State Office Building
80 S. Swan Street, 2nd Floor
Albany, New York 12210

Notices to the Contractor, as identified in Section I J of this Agreement, shall be addressed to the administrator identified by the Contractor and sent to the Contractor Primary Mailing Address listed on the face page of this Agreement

P. PAYMENT AND REPORTING

Attachment D of this Agreement details the payment and reporting schedule.

Q. MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE DIRECTORY

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

R. IRAN DIVESTMENT ACT. By entering into this Agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the “Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012” (“Prohibited Entities List”) posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

ATTACHMENT B - BUDGET

Contract Periods

Contract Type: Multi Year
Contract Term: 10/01/2022 - 09/30/2025
Contract Amount: \$273,817.57

Contract Period Information Details

For Fixed Terms contracts, only Period 1 in the chart below is completed.

For Simplified Renewal contracts, Period 1 in the chart below is completed initially and additional periods are added incrementally as they are awarded.

For Multi-Year Contracts, all defined contract periods will be displayed. Out years represent projected funding amounts.

For all contracts, the Budget and Workplan Indicator is provided to represent whether these details are included on the following pages.

Contract Period Information

Number	Dates	Amount	Amended Dates	Amended Amount	Budget Indicator	Workplan Indicator
1	10/01/2022 - 09/30/2023	\$91,272.52			Y	Y
2	10/01/2023 - 09/30/2024	\$91,272.52			Y	Y
3	10/01/2024 - 09/30/2025	\$91,272.53			Y	Y

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY**

PROJECT NAME: Victim Assistance 2021
 CONTRACTOR NAME: SULLIVAN COUNTY OF
 CONTRACT PERIOD NUMBER: 1
 CONTRACT PERIOD: From: 10/01/2022
 To: 09/30/2023

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$51,592.00	\$0.00	\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
b) FRINGE	\$18,299.00	\$0.00	\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Subtotal	\$69,891.00	\$0.00	\$69,891.00	\$0.00	0%	\$0.00	\$69,891.00
2) Non Personal Services							
a) CONTRACTUAL	\$21,381.52	\$0.00	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$21,381.52	\$0.00	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
Total	\$91,272.52	\$0.00	\$91,272.52	\$0.00	0%	\$0.00	\$91,272.52

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
JUSTIFICATION

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Crime Victim Advocate "	\$51,592.00	35.00	100.00	12.00	\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
Sub Total					\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
FRINGE									
TYPE/DESCRIPTION									
1. Benefit Package (FICA, Health Ins., Retirement, WIC and Disability)					\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Sub Total					\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Personal Services Total					\$69,891.00	\$0.00	0%	\$0.00	\$69,891.00

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE – SALARY

The County will make use of the OVS funds in order to hire one (1) dedicated Crime Victim Services Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually. The total annual salary cost for the positions is \$51,592.00 in Year 1. The position will work a standard work week of thirty-five (35) hours annually. The County will make use of a Volunteer in the Victim Advocacy Project. The use of a volunteer (as required within the program) will be used towards the 25% local match requirement to the grant application. The volunteer will work approximately 16 weeks annually, for a total of 500 hours spent on the project. The present National Volunteer rate of \$29.95 per hour has been used to calculate cost. One (1) Victim Advocacy Volunteer will be used in the Crime Victims Advocacy Project. The Volunteer will have a standard work week of thirty hours. At a rate of \$29.95 per hour, the cost for the volunteer will be \$14,524.38. TOTAL Annual Cost for Volunteer = \$14,524.38 TOTAL Year 1 Cost for Personal Services Salary = \$51,592.00 / Grant Funds; and TOTAL Year 1 Cost for Personal Services Salary = \$14, 524.38 / Matching Funds

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Mental Health Provider for clients "	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
Total	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52

CONTRACTUAL NARRATIVE

NO funds can be reimbursed for Contractual services until a contract agreement is submitted. This funding will be able to be utilized once a contractual agreement is finalized between a mental health provider and Sullivan County. The County will utilize OVS funds to establish a relationship with a mental health services provider to establish a standardized referral pathway for clients to obtain care, and for monthly meetings with respect to client progress, to ensure clients are provided with appropriate wrap-around services and that resources are available from local community partners. The monthly meetings are estimated to account for four (4) hours per month to discuss cases, and additional time for service providers to discuss elements of case with victim advocate. It is expected that eight (8) hours per month will be spent for therapist to conduct intakes and obtain relevant case information from victim advocate.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "None "	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

EQUIPMENT NARRATIVE

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY**

PROJECT NAME: Victim Assistance 2021
 CONTRACTOR NAME: SULLIVAN COUNTY OF
 CONTRACT PERIOD NUMBER: 2
 CONTRACT PERIOD: From: 10/01/2023
 To: 09/30/2024

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$51,592.00	\$0.00	\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
b) FRINGE	\$18,299.00	\$0.00	\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Subtotal	\$69,891.00	\$0.00	\$69,891.00	\$0.00	0%	\$0.00	\$69,891.00
2) Non Personal Services							
a) CONTRACTUAL	\$21,381.52	\$0.00	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
b) TRAVEL	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$21,381.52	\$0.00	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
Total	\$91,272.52	\$0.00	\$91,272.52	\$0.00	0%	\$0.00	\$91,272.52

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
JUSTIFICATION

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Crime Victim Advocate "	\$51,592.00	35.00	100.00	12.00	\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
Sub Total					\$51,592.00	\$0.00	0%	\$0.00	\$51,592.00
FRINGE									
TYPE/DESCRIPTION									
1. Benefit Package (FICA, Health Ins., Retirement, WIC and Disability)					\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Sub Total					\$18,299.00	\$0.00	0%	\$0.00	\$18,299.00
Personal Services Total					\$69,891.00	\$0.00	0%	\$0.00	\$69,891.00

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE – SALARY

"The County will make use of the OVS funds in order to hire one (1) dedicated Crime Victim Services Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually. Crime Victim Advocate will provide direct services to victims such as assistance with compensation claims, counseling and emotional support, crisis intervention and safety planning, safe house referral, law enforcement accompaniment and advocacy, accompaniment to forensic rape exams, forensic interviews, providing criminal justice notifications and criminal justice information, accompaniment to prosecutorial interviews, maintaining client case notes, records, performance measurement tool, and fiscal cost reports. The total annual salary cost for the positions is \$51,592.00 in Year 2. The position will work a standard work week of thirty-five (35) hours annually. TOTAL Year 2 Cost for Personal Services Salary = \$51,592.00 / Grant Funds "

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "Mental Health Provider for clients "	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52
Total	\$21,381.52	\$0.00	0%	\$0.00	\$21,381.52

CONTRACTUAL NARRATIVE

The County will make use of OVS funds to establish a connection with a mental health provider to assist in developing a referral process, provide monthly meetings with updates on client progress, and will look to identify additional funding to be able to contract therapeutic services for clients. OVS funds requested 21, 381.52 Annually for the purpose of a referral pathway and case updates. Monthly the hours expected for the referral process and monthly meeting are to be 1781.79 monthly for approximately 10-12 hours of time for staff accepting referrals and therapists working in coordination with victim services of Sullivan county. A contractual agreement will be provided at a later date when someone is hired for this position.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – EQUIPMENT

EQUIPMENT TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. "None "	\$0.00	\$0.00	0%	\$0.00	\$0.00
Total	\$0.00	\$0.00	0%	\$0.00	\$0.00

EQUIPMENT NARRATIVE

**ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
SUMMARY**

PROJECT NAME: Victim Assistance 2021
 CONTRACTOR NAME: SULLIVAN COUNTY OF
 CONTRACT PERIOD NUMBER: 3
 CONTRACT PERIOD: From: 10/01/2024
 To: 09/30/2025

CATEGORY OF EXPENSE	GRANT FUNDS			MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
	CURRENT BUDGET	CHANGE	REVISED BUDGET				
1) Personal Services							
a) SALARY	\$0.00	\$8,498.16	\$8,498.16	\$0.00	0%	\$0.00	\$8,498.16
b) FRINGE	\$0.00	\$4,185.37	\$4,185.37	\$0.00	0%	\$0.00	\$4,185.37
Subtotal	\$0.00	\$12,683.53	\$12,683.53	\$0.00	0%	\$0.00	\$12,683.53
2) Non Personal Services							
a) CONTRACTUAL	\$0.00	\$64,475.00	\$64,475.00	\$0.00	0%	\$0.00	\$64,475.00
b) TRAVEL	\$0.00	\$14,113.99	\$14,113.99	\$0.00	0%	\$0.00	\$14,113.99
c) EQUIPMENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
d) SPACE/PROPERTY RENT	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
e) SPACE/PROPERTY OWN	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
f) UTILITIES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
g) OPERATING EXPENSES	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
h) OTHER	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$0.00	\$0.00
Subtotal	\$0.00	\$78,588.99	\$78,588.99	\$0.00	0%	\$0.00	\$78,588.99
Total	\$0.00	\$91,272.52	\$91,272.52	\$0.00	0%	\$0.00	\$91,272.52

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
JUSTIFICATION

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

SALARY									
POSITION TITLE	ANNUALIZED SALARY PER POSITION	STANDARD WORK WEEK (HOURS)	PERCENT OF EFFORT FUNDED	NUMBER OF MONTHS FUNDED	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Special Assistant	\$75,163.00	37.50	5.00	6.45	\$2,020.51	\$0.00	0%	\$0.00	\$2,020.51
2. Senior Budget Analyst	\$80,323.00	37.50	15.00	6.45	\$6,477.65	\$0.00	0%	\$0.00	\$6,477.65
Sub Total					\$8,498.16	\$0.00	0%	\$0.00	\$8,498.16
FRINGE									
TYPE/DESCRIPTION									
1. FICA (7.65%)					\$650.11	\$0.00	0%	\$0.00	\$650.11
2. Life, Health, Dental					\$1,996.40	\$0.00	0%	\$0.00	\$1,996.40
3. Retirement (13.80%)					\$1,172.75	\$0.00	0%	\$0.00	\$1,172.75
4. Worker's Compensation (2.19%)					\$186.11	\$0.00	0%	\$0.00	\$186.11
5. Disability/Paid Family Leave					\$180.00	\$0.00	0%	\$0.00	\$180.00
6.					\$0.00	\$0.00	0%	\$0.00	\$0.00
Sub Total					\$4,185.37	\$0.00	0%	\$0.00	\$4,185.37
Personal Services Total					\$12,683.53	\$0.00	0%	\$0.00	\$12,683.53

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
PERSONAL SERVICES DETAIL WORKSHEET

PERSONAL SERVICES NARRATIVE – SALARY

The Special Assistant is responsible for OVS grant #OVS01-C11381GG-1080200 programmatic reporting - completing the PMT and for negotiating all budgets. It is a newly hired position and will act as the Grant Manager, verifying services are rendered in the form of Victim Advocacy from the subcontractor, communicating with OVS representatives and verify deadlines are met. This position will be in communication with the contracted vendor, auditing programmatic deliverables, and coordinating with both the vendor and the Office of Management and Budget to meet grant benchmarks.

The Senior Budget Analyst is responsible for OVS grant #OVS01-C11381GG-1080200 fiscal duties to include completing FCRs & BARs. It will be the financial administrator for the grant. In this position the staff member will be auditing submitted invoices and backup for submittal of reimbursement and submittal of financial reports. This OMB position will also review statistical information in support of grant reporting and train all subcontractors on specific County reporting requirements.

PERSONAL SERVICES NARRATIVE - FRINGE

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – CONTRACTUAL

CONTRACTUAL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. Fearless Hudson Valley, Inc.	\$64,475.00	\$0.00	0%	\$0.00	\$64,475.00
Total	\$64,475.00	\$0.00	0%	\$0.00	\$64,475.00

CONTRACTUAL NARRATIVE

The County of Sullivan has contracted with Fearless! after publishing RFP No. 24-46 and choose the local vendor who is able to provide wraparound services meeting the requirements for victim advocacy services in the form of the following: supportive counseling and crisis intervention in person and by phone, provide updates and information on the status of victims case, court accompaniment and advocacy (Criminal and Civil), Grand Jury accompaniment, safety planning, referral and linkage to other needed programs (shelters, emergency housing, counseling, etc...)access to all Fearless! programs and services, including 24 hour hotline, information and education about domestic violence, teen dating violence, human trafficking, sexual violence and assistance for children who witness abuse, information and education about the court processess, facilitation of the victim/witness wishes to the Assistant District Attorneys, assistance with filing compensation claim applications with NYS OVS, assistance with compiling, copying and distributing victim impact statements, access to translation services, support groups. Fearless! will ensure that crime victims are provided their rights, support, services and resouces needed. These services can include crisis intervention directed toward deescalating a situation, establishing physical and emotional safety, providing concrete/basic needs services, identifying emergency needs, and reinforcing the victim's ability to make choices regarding possible courses of action. Beyond offering emotional support, victim advocates provide information on victimization, crime prevention, legal rights and protections, the criminal justice process and referrals for services.

ATTACHMENT B-1(A) - EXPENDITURE BASED BUDGET AMENDMENT
NON-PERSONAL SERVICES DETAIL WORKSHEET – TRAVEL

TRAVEL TYPE/DESCRIPTION	GRANT FUNDS	MATCH FUNDS	MATCH PERCENTAGE	OTHER FUNDS	TOTAL FUNDS
1. OVS Travel Trainings	\$14,113.99	\$0.00	0%	\$0.00	\$14,113.99
Total	\$14,113.99	\$0.00	0%	\$0.00	\$14,113.99

TRAVEL NARRATIVE

Funds will be used for approved OVS trainings and travel.

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Victim Assistance 2021
CONTRACTOR NAME: SULLIVAN COUNTY OF
CONTRACT PERIOD NUMBER: 1
CONTRACT PERIOD: From: 10/01/2022
To: 09/30/2023

"Problem Statement Sullivan County needs to continue its Victim Advocacy Program, which was piloted in the Sullivan County District Attorney's Office in 2020 to fill a crucial gap in services to the victims of crime in our community; there is a clear ongoing need for the continuation of these services, which are not offered elsewhere in the County. The criminal justice system can be overwhelming, intimidating, and confusing for anyone who does not work within it every day. As a victim, you will need to know what to expect and have support throughout the process. The Office of the Sullivan County District Attorney is responsible for every criminal prosecution in Sullivan County, New York. Approximately 1,687 of the cases handled by Sullivan County prosecutors between 2019 and today involved one or more identifiable victims. Without any other Crime Victim Advocate dedicated to the victims of crime in Sullivan County, our Victim Advocacy Program has been the primary source of support and assistance to victims of crime here since it was implemented in 2020. The Sullivan County District Attorney's Office is prepared to continue to coordinate victim services through the employ and supervision of our dedicated CVA who operates alongside our attorneys during business hours, and on call as certain emergent needs may require. Sullivan County initiated its Victim Advocacy project in 2020 and, for the past two years, we have had a dedicated Crime Victim Advocate (CVA) as a member of our staff. The CVA provides emotional support and safety planning to the victims of crime, and locates essential services to victims in times of crisis and thereafter. Having a specialized team member to explain the logistics of the Criminal Justice process to all victims in a trauma-informed, client-centered way is vital to the success of prosecutions and the rights and well-being of crime victims. This service is an asset and has assisted in the development and outcomes of cases within the Sullivan County Criminal Justice system. For example, our CVA has responded directly to the scenes of crimes, police stations, and other areas of the County, side-by-side with law enforcement and first responders, to provide immediate services to persons impacted by violent and/or traumatic events. This emotional support, provided by a person with specialized training and experience in this area, not only aids victims in coping with difficult circumstances; it also helps law enforcement build bridges with members of the community that are vital to public safety. The wrap-around services provided by our CVA, including, but not limited to, assistance with filling for compensation through the Office of Victim Services, support and accompaniment of victims to court, and preparation of impact statements for criminal sentencing, are all crucial aspects of full and fair case resolution. Without dedicated, professional victim advocacy, Sullivan County is at a distinct disadvantage. The Sullivan County Victim Advocacy Program ensures all Crime Victims are aware of their rights and the services available to them to help them navigate the Criminal Justice System. The provision of confidential services to victims in Sullivan County is essential in light of our violent crime rate, the nature of cases handled by the multi-disciplinary Sullivan County Family Violence Response Team/Child Advocacy Center, and the involvement, in nearly one quarter of all cases handled by the District Attorney's Office, of a victim of crime. In 2019, Sullivan County residents were subject to 1,018 index crimes, which are crimes involving murder, rape, robbery, aggravated assault, burglary, larceny and/or motor vehicle theft, representing a per capita index crime victimization rate of 1.36. According to statistics maintained by the New York State Office of Children and Family Services, in 2019, approximately 1134 children were subjects of reports of abuse and maltreatment in Sullivan County, 70 percent of which were determined to be founded; in 2020, that number was 948, 60 percent of which were determined to be founded. This represents a per capita child abuse and maltreatment rate of 14.9 per thousand in 2019 and 12.6 in 2020, approximately double the rates of neighboring Orange and Ulster Counties, according to statistics maintained by the New York State Central Register and available from the Office of Children and Family Services Data Warehouse. The most serious among these reports are investigated by the multi-disciplinary Sullivan County Family Violence Response Team/Child Advocacy Center, comprised of Department of Social Services caseworkers,

New York State Police Bureau of Criminal Investigations Investigators, prosecutors, our CVA and contracted doctors and therapists. The team adopts, annually, more than two hundred cases referred for investigation as a result of abuse and/or maltreatment reports. These investigations require team members to contact victims, offenders and witnesses and make sensitive and critical determinations as to the best interests of vulnerable children. Yearly, police members of the team make dozens of arrests, and those criminal prosecutions are handled by the Sullivan County District Attorney's Office. Members of Team from the Department of Family Services also file dozens of abuse and/or neglect petitions, heard before the Sullivan County Family Court. Victims of these crimes and petitions, like those in the thousands of other criminal cases involving victims of crime in Sullivan County annually, did not, until 2020, have available to them a dedicated crime victim advocate. The need for confidential and coordinated victim advocacy in Sullivan County, both with respect to offenses against children by those entrusted to care for them, as well as with respect to violent and property crimes committed against other victims, prosecuted by Assistant District Attorneys assigned to handle matters arising out of the Sullivan County justice courts, cannot be understated. Our CVA has been able to coordinate and inform victims of crime with respect to all manner of criminal cases arising in Sullivan County since 2020; the need to continue this program is urgent and ongoing. Illustrative of the urgent need for continuance of the dedicated CVA position in Sullivan County is the experience of one particular survivor of Human Trafficking. As an undocumented immigrant, this person was facing significant hardship during the COVID- 19 epidemic. She was offered an opportunity to come to New York, from California, to work as a cleaning person. When she arrived in New York State, her traffickers took her phone and her personal effects from her, and transported her to a remote part of the County to work on what turned out to be a marijuana grow farm. She worked 18 hours per day, ate once a day, slept on the floor of an abandoned property and had no ability to freely communicate with her family or leave the premises. She was threatened with physical violence and, as a result and consistent with the experiences of other victims of Human Trafficking who are much less likely than the population at large to report crimes against them, did not attempt to leave or seek help. She was located during the execution of a criminal search warrant on the property and identified as a victim and survivor of Human Trafficking; our CVA made direct contact with her that day and supported her throughout the proceedings that followed. She was reunited with her family in California and freed from the dangerous situation created by her captors. Sullivan County has very limited resources for survivors. At the time this victim was discovered, no safe home had space to house or otherwise assist her. Sullivan County's CVA transported her to a hotel in nearby Orange County, funded by forfeiture assets of the District Attorney, and assisted her in obtaining food and clothing, utilizing the same funds. Our CVA filed paperwork for the client to receive necessary emergency surgery at no cost to the client and transported her to all appointments for medical care until she could be safely returned to her family across the country. Many CVA clients like this in Sullivan County face tremendous hardship, which are worsened by the stark lack of resources within this community and surrounding communities. A victim of crime cannot participate in the Criminal Justice process when he or she lacks the most essential resources for survival, and lacks the support of a person like our CVA. The need in Sullivan County for the professional services of individuals trained to support victims of crime, to offer information, emotional support, help finding resources and filling out paperwork, and to offer accompaniment, where appropriate, to court proceedings, and in contacting criminal justice and/or social services organizations, cannot be understated. Having prosecutors serve in a dual role as legal advocate for the People of the State of New York and personal advocate for individual crime victims, while previously necessary due to the lack of a victim advocacy program in Sullivan County, is fraught with potential for unintended consequences. For example, a prosecutor's responsibility to comply with laws requiring the disclosure of the contents of communications received from a victim could overlap with a victim's well-deserved right to privacy and confidentiality. Moreover, prosecutors are not trained by the New York State Office of Victim Services to respond to the various physical, emotional and psychological needs of victims, while professional victim advocates specialize in doing just that. Victim advocacy programs administered through District Attorney's Offices assist victims in ways including navigating the criminal justice system, understanding their rights and referring victims to services in their communities that offer them further support; for example, each of the District Attorneys representing the counties of the State of Oregon has, on staff, trained victim advocates. Proposed Services and Implementation Evaluation Our proposed three-year work plan is designed to address the needs of victims of crime in Sullivan County by continuing and enhancing the services we provide. We propose to continue offering services to crime victims, including services for victims of violent crime, domestic violence, sexual assault, and other crimes, including the following: Arson Assault; Bullying (verbal, cyber, or physical) Burglary; Child Physical Abuse or Neglect; Child Pornography, Dissemination of Indecent Material to Minors, and Luring; Child Sexual Abuse or Assault Domestic or family Violence; Dating Violence Vehicular Manslaughter; Elder Abuse; Hate Crimes Kidnapping Homicide; Robbery; Human Trafficking; and Stalking and Harassment. We further propose to enhance the services we offer by procuring the services of a translator, with

experience in criminal justice and/or victim advocacy, for the purpose of expanding our ability to reach victims of crime in Sullivan County. Records maintained by our CVA reveal that roughly 14% of the individuals served by our CVA in 2021 identified as Hispanic. Sullivan County has a significant undocumented population, employed by various farms, factories and seasonal residence locations. These persons are often reluctant to cooperate with investigations, even when they have been victimized, out of fear of deportation and other negative consequences they believe to be attendant to interaction with governmental authority. For example, in connection with the current prosecution of a man for vehicular manslaughter, where it is alleged that he intentionally consumed narcotic drugs to the point that he overdosed while driving, resulting in crossing a double-yellow line and colliding head-on into a van carrying three undocumented individuals, killing one of them. While this prosecution is ongoing, it is clear that the victims of this crime, and their relatives are hesitant to interact with prosecutors and police, for fear of complete disruption of the lives they live in our community. Our CVA, together with a translator, can ease many of those concerns and provide better criminal justice outcomes for these victims of crime. Services and Activities to be undertaken with Grant Funding: The grant funding requested will be used to fund the continuation of the Sullivan County Crime Victim Advocacy Program. Our CVA is employed by the Sullivan County District Attorney and works under the direct supervision of the District Attorney. The CVA provides services directly to the victims of crimes investigated and/or prosecuted by members of the Sullivan County District Attorney's Office and identified as victims by law enforcement officers and officials in Sullivan County. This advocate will continue to be located within the Office of the District Attorney and will be a primary contact for victims of all crime, including as a primary crime victim advocate for victims of sex crimes and child victims of crime, including children identified as victims by members of the Sullivan County Family Violence Response Team/Child Advocacy Center. Our CVA will continue provide services to clients at the Team/Center offsite location and will participate in the administration of the Sullivan County Victim Advocacy Program at the Office of the District Attorney. Our CVA will continue to be responsible for oversight of community outreach, maintenance of records of victim contacts and statistics, and fulfillment of grant reporting requirements, and will further recruit, screen, train, oversee and coordinate the activities of volunteers, whose primary focus will be on direct contact with victims of crime. Our CVA will be responsible for the following: Coordinate the Sullivan County Victim Advocacy Program; Explain the Criminal Justice process and update crime victims, and/or family members to encourage participation in the criminal justice process; Provide information on the status of criminal cases to enquiring victims, the dates and outcomes of court appearances, adjournments or cancellations; Provide information on the criminal justice process to victims of crime; Connect Crime victims to counseling, and trauma informed treatment providers; Providing information and assistance to crime victims in applying for restitution, prepare legal statements, and file OVS compensation claims where appropriate; Provide emotional support for the victims of crime arrange meetings with District Attorney's Office; Arrange transportation, and interpreter services when appropriate; Recruit, screen, train, supervise and volunteers; Conducting field work, including home visits, attendance at court; Develop and maintain relationships with law enforcement agencies and the Probation Department; Coordinate school visits and develop and maintain community contacts for crime victims; Compliance with mandates and regulations developed and monitored by the New York State Crime Victims Board; Present program mission, educate on types of violent crime, offer services to public and private agencies; Maintain records, prepare and submit statistical and financial reports relating to the Victim Advocacy Program; Participate in staff development programs, in-service training, conferences, workshops and staff meetings; and Monitor and keep records of grant activity pursuant to the Crime Victim Advocacy Program. These services will continue to fill the gap in services available to crime victims, and create a bridge for crime victims between the problems, fears and confusion they face and the services available to them to address those needs and concerns. Resources for the implementation of this crime victim advocacy project will be provided by the Office of the Sullivan County District Attorney and shall include the provision of office space, both at the District Attorney's Office and offices of the Sullivan County Family Violence Response Team/Child Advocacy Center, as well as attendant technological and transportation resources, including the provision of a vehicle for home visits, court attendance and community outreach efforts. With respect to individuals whose preferred language of communication is Spanish, our program will expand with this funding to include dedicated timeframes during which victims can meet with our CVA in a friendly environment with the benefit of a Spanish-speaking interpreter to assist in communicating with the CVA and others relevant to the criminal justice process. Program Evaluation will be implemented for the purpose of the future of this project. Each client will receive information explaining the services offered at the Sullivan County Victim Advocacy project and will receive a form to send in for future evaluation of the program and services offered. This evaluation form will be provided again at final court hearings, sentencing, or sent by mail. Primary program objectives are to include the connection to mental health resources, the connection to additional Victim Services agencies, and connection of services to support healing, independence, critical service

needs, and identify resource areas that need development within the Community. **Organizational Capacity** The Sullivan County Victim Services program is a core part of the District Attorneys office, its purpose is to offer to victims and survivor's resources, emotional and logistical support; our CVA further files compensation applications and assists crime victims throughout the criminal justice process. While the Program is new, it is staffed by a CVA well-versed in all aspects of the challenges experienced by survivors and very familiar with resources in our community and neighboring counties. Our Crime Victim Advocate managed the Safe Harbor Program and Human Trafficking Task Force for Schuyler and Chemung Counties prior to her relocation here to manage our Sullivan County Victim Advocacy Program. She has connected with various community leaders and developed positive relationships with those in our community best situated to direct victims of crime toward her, expanding her outreach and effectiveness in a large way over just two years. The program has also expanded to include a child friendly office space designed to offer a calming, comfortable, private environment for all victims of crime. The Victim Advocacy Program undertook case management with respect to 47 victims of crime in its first year of operation with our CVA, increasing to 72 in its second year of operation, and are projected to increase even more in the coming years, with a target of 100 in 2022. Approximately half of the victims services by our CVA each year are children who, in the majority of these cases, were victims of domestic and sexual violence. The next most significant population served by our CVA has been adult survivors of homicide, including survivors of crimes including murder, manslaughter and/or leaving the scene of a personal injury accident resulting in death. Our CVA has connected with Calm Seas Psychotherapy to offer psychological support to all clients affected by trauma, as well as alternative therapies, including hiking, yoga, and outdoor recreation unique to the Catskills, to support clients during their healing process. Our CVA offers accompaniment to forensic interviews, meetings with prosecutors, court appearances, notification of criminal justice events and explanation of the criminal justice process to victims as well. Our CVA provides essential safety planning to all crime victims, particularly in connection with the realities of bail reform legislation in connection with which safety planning and Order of Protection awareness has been a vital tool for survivors. Clients may develop a verbal or written safety plan addressing risks, safeguards to those risks, and emergency contacts and locations for seeking immediate help. These plans are developed and contoured to meet the needs of each individual client. The Sullivan County Victim Advocacy Program utilizes its relationship with Fearless, and conducts an analysis for connection with that program for each client during the safety planning process. Our CVA, in connection with Fearless and beyond, offers support and resources for clients relating to family orders of protection, a safe house, and attorneys for family court matters or assistance with separation. This relationship has been important in ensuring all of our clients' needs are met, as Sullivan County is a community with a scarcity of resources and significant barriers that often prevent crime victims from escaping abusive situations. Housing is incredibly limited within this community. The Sullivan County Victim Advocacy Program's relationship, through our CVA, with Fearless and Calm Seas, through coordinated efforts, offers wrap-around services to crime victims that have never before been made available to them here. The continuation and enhancement of our Program with additional resources, like a translator, promotes community wellness, public safety and our overall quality of life.

Project Budget The following narrative is provided in support of the projected budget of the Sullivan County Victim Advocacy Program, further demonstrating that our County is committed to seeing our Work Plan through. The 25% match requirement of the anticipated award amount will be provided in the form of office space, use of volunteers and a County cash match contribution as necessary. The following provides a breakdown of these costs.

Personnel Costs: The County will make use of OVS funds to employ one dedicated Sullivan County Crime Victim Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually, with a benefits package of approximately \$18,299.00. **TOTAL annualized amount to be utilized with OVS funding:** \$69,891.00.

Contractual Services: The County will utilize OVS funds to establish a relationship with a mental health services provider to establish a standardized referral pathway for clients to obtain care, and for monthly meetings with respect to client progress, to ensure clients are provided with appropriate wrap-around services and that resources are available from local community partners. **TOTAL annualized amount to be utilized with OVS funding:** \$21,381.52.

A tremendous barrier to services is having regular and consistent access to a Spanish-speaking interpreter. The Victim Advocacy Program, with this funding, will provide an interpreter with a cellphone and arrange for the interpreter to be available at regular intervals, as needed, to contact and update clients. The interpreter will be paid per hour with utilization of Match funds and out of the County Budget in the event there are additional hours. **TOTAL annualized amount to be utilized with Match funding:** \$3,000.00.

Match Funding: Our funding request (the anticipated award) is for the above-listed personnel and contractual services, which are essential to the survival of the Victim Advocacy Program. We understand that we are subject to a 25% match requirement, which we proposed to meet in the following ways:

- o **Office Space and Operating Expenses:** Sullivan County will provide office spaces and supplies for the Sullivan County Victim Advocacy Program, including 140 square feet of dedicated space at the

Sullivan County District Attorney's Office at a cost of \$10.10 per square foot and 64 square feet at the Department of Social Services at a cost of \$25.08 per square foot, as well as paper, ink, envelopes, and other essential items for program implementation and maintenance. TOTAL annualized match amount for Operating Expenses: \$1,774.63. TOTAL annualized match amount for Office Space: \$3,019.12. o Travel/Mileage Costs: Sullivan County will utilize this funding to cover CVA travel costs, constituting an in-kind match contribution. We estimate, based upon the past two years of travel as well as the layout and composition of our County, an estimated annual mileage amount of 862 miles. Travel costs include transporting crime victims to court appearances, traveling to police stations and/or crime scenes in emergent situations and/or to advocate together with or for crime victims in community-based settings. We estimate cost based upon the January 1, 2019, Standard IRS Mileage Rate of 58 cents per mile. TOTAL annualized match amount for CVA travel: \$500. o Volunteer Use: The use of volunteers (as required under our Program design) will be used toward our 25% match requirement for this grant application. Volunteers will work approximately four months annually for a total of 500 hours spent on the Sullivan County Victim Advocacy Program. The present National Volunteer Rate of \$29.95 per hour is used herein to calculate match value/cost. It is anticipated that one volunteer will work on the Program, which will have a standard work weeks of 30 hours during summer months. TOTAL annualized match amount for volunteer hours is 14,524.38. Therefore, the anticipated Victim Advocacy Program costs are split as follows: Year Application Request Match Amount Total Yearly Cost 1 \$91,272.52 \$22,818.13 \$114,090.65 2 \$91,272.52 \$22,818.13 \$114,090.65 3 \$91,272.52 \$22,818.13 \$114,090.65 Total Overall Three-Year Project Budget Costs Inclusive Of Match: \$342,271.95 "

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective	
1 Assistance with a victim compensation application -	
Task	
1.1 Providing assistance in completing a victim compensation application -	Your program will provide assistance in completing victim compensation applications when applicable
Performance Measures	
1.1.1 "Will you be providing compensation application assistance to victims? " -	

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Victim Assistance 2021
CONTRACTOR NAME: SULLIVAN COUNTY OF
CONTRACT PERIOD NUMBER: 2
CONTRACT PERIOD: From: 10/01/2023
To: 09/30/2024

"Problem Statement Sullivan County needs to continue its Victim Advocacy Program, which was piloted in the Sullivan County District Attorney's Office in 2020 to fill a crucial gap in services to the victims of crime in our community; there is a clear ongoing need for the continuation of these services, which are not offered elsewhere in the County. The criminal justice system can be overwhelming, intimidating, and confusing for anyone who does not work within it every day. As a victim, you will need to know what to expect and have support throughout the process. The Office of the Sullivan County District Attorney is responsible for every criminal prosecution in Sullivan County, New York. Approximately 1,687 of the cases handled by Sullivan County prosecutors between 2019 and today involved one or more identifiable victims. Without any other Crime Victim Advocate dedicated to the victims of crime in Sullivan County, our Victim Advocacy Program has been the primary source of support and assistance to victims of crime here since it was implemented in 2020. The Sullivan County District Attorney's Office is prepared to continue to coordinate victim services through the employ and supervision of our dedicated CVA who operates alongside our attorneys during business hours, and on call as certain emergent needs may require. Sullivan County initiated its Victim Advocacy project in 2020 and, for the past two years, we have had a dedicated Crime Victim Advocate (CVA) as a member of our staff. The CVA provides emotional support and safety planning to the victims of crime, and locates essential services to victims in times of crisis and thereafter. Having a specialized team member to explain the logistics of the Criminal Justice process to all victims in a trauma-informed, client-centered way is vital to the success of prosecutions and the rights and well-being of crime victims. This service is an asset and has assisted in the development and outcomes of cases within the Sullivan County Criminal Justice system. For example, our CVA has responded directly to the scenes of crimes, police stations, and other areas of the County, side-by-side with law enforcement and first responders, to provide immediate services to persons impacted by violent and/or traumatic events. This emotional support, provided by a person with specialized training and experience in this area, not only aids victims in coping with difficult circumstances; it also helps law enforcement build bridges with members of the community that are vital to public safety. The wrap-around services provided by our CVA, including, but not limited to, assistance with filling for compensation through the Office of Victim Services, support and accompaniment of victims to court, and preparation of impact statements for criminal sentencing, are all crucial aspects of full and fair case resolution. Without dedicated, professional victim advocacy, Sullivan County is at a distinct disadvantage. The Sullivan County Victim Advocacy Program ensures all Crime Victims are aware of their rights and the services available to them to help them navigate the Criminal Justice System. The provision of confidential services to victims in Sullivan County is essential in light of our violent crime rate, the nature of cases handled by the multi-disciplinary Sullivan County Family Violence Response Team/Child Advocacy Center, and the involvement, in nearly one quarter of all cases handled by the District Attorney's Office, of a victim of crime. In 2019, Sullivan County residents were subject to 1,018 index crimes, which are crimes involving murder, rape, robbery, aggravated assault, burglary, larceny and/or motor vehicle theft, representing a per capita index crime victimization rate of 1.36. According to statistics maintained by the New York State Office of Children and Family Services, in 2019, approximately 1134 children were subjects of reports of abuse and maltreatment in Sullivan County, 70 percent of which were determined to be founded; in 2020, that number was 948, 60 percent of which were determined to be founded. This represents a per capita child abuse and maltreatment rate of 14.9 per thousand in 2019 and 12.6 in 2020, approximately double the rates of neighboring Orange and Ulster Counties, according to statistics maintained by the New York State Central Register and available from the Office of Children and Family Services Data Warehouse. The most serious among these reports are investigated by the multi-disciplinary Sullivan County

Family Violence Response Team/Child Advocacy Center, comprised of Department of Social Services caseworkers, New York State Police Bureau of Criminal Investigations Investigators, prosecutors, our CVA and contracted doctors and therapists. The team adopts, annually, more than two hundred cases referred for investigation as a result of abuse and/or maltreatment reports. These investigations require team members to contact victims, offenders and witnesses and make sensitive and critical determinations as to the best interests of vulnerable children. Yearly, police members of the team make dozens of arrests, and those criminal prosecutions are handled by the Sullivan County District Attorney's Office. Members of Team from the Department of Family Services also file dozens of abuse and/or neglect petitions, heard before the Sullivan County Family Court. Victims of these crimes and petitions, like those in the thousands of other criminal cases involving victims of crime in Sullivan County annually, did not, until 2020, have available to them a dedicated crime victim advocate. The need for confidential and coordinated victim advocacy in Sullivan County, both with respect to offenses against children by those entrusted to care for them, as well as with respect to violent and property crimes committed against other victims, prosecuted by Assistant District Attorneys assigned to handle matters arising out of the Sullivan County justice courts, cannot be understated. Our CVA has been able to coordinate and inform victims of crime with respect to all manner of criminal cases arising in Sullivan County since 2020; the need to continue this program is urgent and ongoing. Illustrative of the urgent need for continuance of the dedicated CVA position in Sullivan County is the experience of one particular survivor of Human Trafficking. As an undocumented immigrant, this person was facing significant hardship during the COVID- 19 epidemic. She was offered an opportunity to come to New York, from California, to work as a cleaning person. When she arrived in New York State, her traffickers took her phone and her personal effects from her, and transported her to a remote part of the County to work on what turned out to be a marijuana grow farm. She worked 18 hours per day, ate once a day, slept on the floor of an abandoned property and had no ability to freely communicate with her family or leave the premises. She was threatened with physical violence and, as a result and consistent with the experiences of other victims of Human Trafficking who are much less likely than the population at large to report crimes against them, did not attempt to leave or seek help. She was located during the execution of a criminal search warrant on the property and identified as a victim and survivor of Human Trafficking; our CVA made direct contact with her that day and supported her throughout the proceedings that followed. She was reunited with her family in California and freed from the dangerous situation created by her captors. Sullivan County has very limited resources for survivors. At the time this victim was discovered, no safe home had space to house or otherwise assist her. Sullivan County's CVA transported her to a hotel in nearby Orange County, funded by forfeiture assets of the District Attorney, and assisted her in obtaining food and clothing, utilizing the same funds. Our CVA filed paperwork for the client to receive necessary emergency surgery at no cost to the client and transported her to all appointments for medical care until she could be safely returned to her family across the country. Many CVA clients like this in Sullivan County face tremendous hardship, which are worsened by the stark lack of resources within this community and surrounding communities. A victim of crime cannot participate in the Criminal Justice process when he or she lacks the most essential resources for survival, and lacks the support of a person like our CVA. The need in Sullivan County for the professional services of individuals trained to support victims of crime, to offer information, emotional support, help finding resources and filling out paperwork, and to offer accompaniment, where appropriate, to court proceedings, and in contacting criminal justice and/or social services organizations, cannot be understated. Having prosecutors serve in a dual role as legal advocate for the People of the State of New York and personal advocate for individual crime victims, while previously necessary due to the lack of a victim advocacy program in Sullivan County, is fraught with potential for unintended consequences. For example, a prosecutor's responsibility to comply with laws requiring the disclosure of the contents of communications received from a victim could overlap with a victim's well-deserved right to privacy and confidentiality. Moreover, prosecutors are not trained by the New York State Office of Victim Services to respond to the various physical, emotional and psychological needs of victims, while professional victim advocates specialize in doing just that. Victim advocacy programs administered through District Attorney's Offices assist victims in ways including navigating the criminal justice system, understanding their rights and referring victims to services in their communities that offer them further support; for example, each of the District Attorneys representing the counties of the State of Oregon has, on staff, trained victim advocates. Proposed Services and Implementation Evaluation Our proposed three-year work plan is designed to address the needs of victims of crime in Sullivan County by continuing and enhancing the services we provide. We propose to continue offering services to crime victims, including services for victims of violent crime, domestic violence, sexual assault, and other crimes, including the following: Arson Assault; Bullying (verbal, cyber, or physical) Burglary; Child Physical Abuse or Neglect; Child Pornography, Dissemination of Indecent Material to Minors, and Luring; Child Sexual Abuse or Assault Domestic or family Violence; Dating Violence Vehicular Manslaughter; Elder Abuse; Hate Crimes Kidnapping Homicide; Robbery; Human Trafficking; and Stalking

and Harassment. We further propose to enhance the services we offer by procuring the services of a translator, with experience in criminal justice and/or victim advocacy, for the purpose of expanding our ability to reach victims of crime in Sullivan County. Records maintained by our CVA reveal that roughly 14% of the individuals served by our CVA in 2021 identified as Hispanic. Sullivan County has a significant undocumented population, employed by various farms, factories and seasonal residence locations. These persons are often reluctant to cooperate with investigations, even when they have been victimized, out of fear of deportation and other negative consequences they believe to be attendant to interaction with governmental authority. For example, in connection with the current prosecution of a man for vehicular manslaughter, where it is alleged that he intentionally consumed narcotic drugs to the point that he overdosed while driving, resulting in crossing a double-yellow line and colliding head-on into a van carrying three undocumented individuals, killing one of them. While this prosecution is ongoing, it is clear that the victims of this crime, and their relatives are hesitant to interact with prosecutors and police, for fear of complete disruption of the lives they live in our community. Our CVA, together with a translator, can ease many of those concerns and provide better criminal justice outcomes for these victims of crime. Services and Activities to be undertaken with Grant Funding: The grant funding requested will be used to fund the continuation of the Sullivan County Crime Victim Advocacy Program. Our CVA is employed by the Sullivan County District Attorney and works under the direct supervision of the District Attorney. The CVA provides services directly to the victims of crimes investigated and/or prosecuted by members of the Sullivan County District Attorney's Office and identified as victims by law enforcement officers and officials in Sullivan County. This advocate will continue to be located within the Office of the District Attorney and will be a primary contact for victims of all crime, including as a primary crime victim advocate for victims of sex crimes and child victims of crime, including children identified as victims by members of the Sullivan County Family Violence Response Team/Child Advocacy Center. Our CVA will continue provide services to clients at the Team/Center offsite location and will participate in the administration of the Sullivan County Victim Advocacy Program at the Office of the District Attorney. Our CVA will continue to be responsible for oversight of community outreach, maintenance of records of victim contacts and statistics, and fulfillment of grant reporting requirements, and will further recruit, screen, train, oversee and coordinate the activities of volunteers, whose primary focus will be on direct contact with victims of crime. Our CVA will be responsible for the following: Coordinate the Sullivan County Victim Advocacy Program; Explain the Criminal Justice process and update crime victims, and/or family members to encourage participation in the criminal justice process; Provide information on the status of criminal cases to enquiring victims, the dates and outcomes of court appearances, adjournments or cancellations; Provide information on the criminal justice process to victims of crime; Connect Crime victims to counseling, and trauma informed treatment providers; Providing information and assistance to crime victims in applying for restitution, prepare legal statements, and file OVS compensation claims where appropriate; Provide emotional support for the victims of crime arrange meetings with District Attorney's Office; Arrange transportation, and interpreter services when appropriate; Recruit, screen, train, supervise and volunteers; Conducting field work, including home visits, attendance at court; Develop and maintain relationships with law enforcement agencies and the Probation Department; Coordinate school visits and develop and maintain community contacts for crime victims; Compliance with mandates and regulations developed and monitored by the New York State Crime Victims Board; Present program mission, educate on types of violent crime, offer services to public and private agencies; Maintain records, prepare and submit statistical and financial reports relating to the Victim Advocacy Program; Participate in staff development programs, in-service training, conferences, workshops and staff meetings; and Monitor and keep records of grant activity pursuant to the Crime Victim Advocacy Program. These services will continue to fill the gap in services available to crime victims, and create a bridge for crime victims between the problems, fears and confusion they face and the services available to them to address those needs and concerns. Resources for the implementation of this crime victim advocacy project will be provided by the Office of the Sullivan County District Attorney and shall include the provision of office space, both at the District Attorney's Office and offices of the Sullivan County Family Violence Response Team/Child Advocacy Center, as well as attendant technological and transportation resources, including the provision of a vehicle for home visits, court attendance and community outreach efforts. With respect to individuals whose preferred language of communication is Spanish, our program will expand with this funding to include dedicated timeframes during which victims can meet with our CVA in a friendly environment with the benefit of a Spanish-speaking interpreter to assist in communicating with the CVA and others relevant to the criminal justice process. Program Evaluation will be implemented for the purpose of the future of this project. Each client will receive information explaining the services offered at the Sullivan County Victim Advocacy project and will receive a form to send in for future evaluation of the program and services offered. This evaluation form will be provided again at final court hearings, sentencing, or sent by mail. Primary program objectives are to include the connection to mental health resources, the connection to

additional Victim Services agencies, and connection of services to support healing, independence, critical service needs, and identify resource areas that need development within the Community. **Organizational Capacity** The Sullivan County Victim Services program is a core part of the District Attorneys office, its purpose is to offer to victims and survivor's resources, emotional and logistical support; our CVA further files compensation applications and assists crime victims throughout the criminal justice process. While the Program is new, it is staffed by a CVA well-versed in all aspects of the challenges experienced by survivors and very familiar with resources in our community and neighboring counties. Our Crime Victim Advocate managed the Safe Harbor Program and Human Trafficking Task Force for Schuyler and Chemung Counties prior to her relocation here to manage our Sullivan County Victim Advocacy Program. She has connected with various community leaders and developed positive relationships with those in our community best situated to direct victims of crime toward her, expanding her outreach and effectiveness in a large way over just two years. The program has also expanded to include a child friendly office space designed to offer a calming, comfortable, private environment for all victims of crime. The Victim Advocacy Program undertook case management with respect to 47 victims of crime in its first year of operation with our CVA, increasing to 72 in its second year of operation, and are projected to increase even more in the coming years, with a target of 100 in 2022. Approximately half of the victims services by our CVA each year are children who, in the majority of these cases, were victims of domestic and sexual violence. The next most significant population served by our CVA has been adult survivors of homicide, including survivors of crimes including murder, manslaughter and/or leaving the scene of a personal injury accident resulting in death. Our CVA has connected with Calm Seas Psychotherapy to offer psychological support to all clients affected by trauma, as well as alternative therapies, including hiking, yoga, and outdoor recreation unique to the Catskills, to support clients during their healing process. Our CVA offers accompaniment to forensic interviews, meetings with prosecutors, court appearances, notification of criminal justice events and explanation of the criminal justice process to victims as well. Our CVA provides essential safety planning to all crime victims, particularly in connection with the realities of bail reform legislation in connection with which safety planning and Order of Protection awareness has been a vital tool for survivors. Clients may develop a verbal or written safety plan addressing risks, safeguards to those risks, and emergency contacts and locations for seeking immediate help. These plans are developed and contoured to meet the needs of each individual client. The Sullivan County Victim Advocacy Program utilizes its relationship with Fearless, and conducts an analysis for connection with that program for each client during the safety planning process. Our CVA, in connection with Fearless and beyond, offers support and resources for clients relating to family orders of protection, a safe house, and attorneys for family court matters or assistance with separation. This relationship has been important in ensuring all of our clients' needs are met, as Sullivan County is a community with a scarcity of resources and significant barriers that often prevent crime victims from escaping abusive situations. Housing is incredibly limited within this community. The Sullivan County Victim Advocacy Program's relationship, through our CVA, with Fearless and Calm Seas, through coordinated efforts, offers wrap-around services to crime victims that have never before been made available to them here. The continuation and enhancement of our Program with additional resources, like a translator, promotes community wellness, public safety and our overall quality of life.

Project Budget The following narrative is provided in support of the projected budget of the Sullivan County Victim Advocacy Program, further demonstrating that our County is committed to seeing our Work Plan through. The 25% match requirement of the anticipated award amount will be provided in the form of office space, use of volunteers and a County cash match contribution as necessary. The following provides a breakdown of these costs.

Personnel Costs: The County will make use of OVS funds to employ one dedicated Sullivan County Crime Victim Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually, with a benefits package of approximately \$18,299.00. **TOTAL annualized amount to be utilized with OVS funding: \$69,891.00.**

Contractual Services: The County will utilize OVS funds to establish a relationship with a mental health services provider to establish a standardized referral pathway for clients to obtain care, and for monthly meetings with respect to client progress, to ensure clients are provided with appropriate wrap-around services and that resources are available from local community partners. **TOTAL annualized amount to be utilized with OVS funding: \$21,381.52**

A tremendous barrier to services is having regular and consistent access to a Spanish-speaking interpreter. The Victim Advocacy Program, with this funding, will provide an interpreter with a cellphone and arrange for the interpreter to be available at regular intervals, as needed, to contact and update clients. The interpreter will be paid per hour with utilization of Match funds and out of the County Budget in the event there are additional hours. **TOTAL annualized amount to be utilized with Match funding: \$3,000.00.**

Match Funding: Our funding request (the anticipated award) is for the above-listed personnel and contractual services, which are essential to the survival of the Victim Advocacy Program. We understand that we are subject to a 25% match requirement, which we proposed to meet in the following ways:

- o Office Space and Operating Expenses: Sullivan County will provide office spaces

and supplies for the Sullivan County Victim Advocacy Program, including 140 square feet of dedicated space at the Sullivan County District Attorney's Office at a cost of \$10.10 per square foot and 64 square feet at the Department of Social Services at a cost of \$25.08 per square foot, as well as paper, ink, envelopes, and other essential items for program implementation and maintenance. TOTAL annualized match amount for Operating Expenses: \$1,774.63. TOTAL annualized match amount for Office Space: \$3,019.12. o Travel/Mileage Costs: Sullivan County will utilize this funding to cover CVA travel costs, constituting an in-kind match contribution. We estimate, based upon the past two years of travel as well as the layout and composition of our County, an estimated annual mileage amount of 862 miles. Travel costs include transporting crime victims to court appearances, traveling to police stations and/or crime scenes in emergent situations and/or to advocate together with or for crime victims in community-based settings. We estimate cost based upon the January 1, 2019, Standard IRS Mileage Rate of 58 cents per mile. TOTAL annualized match amount for CVA travel: \$500. o Volunteer Use: The use of volunteers (as required under our Program design) will be used toward our 25% match requirement for this grant application. Volunteers will work approximately four months annually for a total of 500 hours spent on the Sullivan County Victim Advocacy Program. The present National Volunteer Rate of \$29.95 per hour is used herein to calculate match value/cost. It is anticipated that one volunteer will work on the Program, which will have a standard work weeks of 30 hours during summer months. TOTAL annualized match amount for volunteer hours is 14,524.38. Therefore, the anticipated Victim Advocacy Program costs are split as follows: Year Application Request Match Amount Total Yearly Cost 1 \$91,272.52 \$22,818.13 \$114,090.65 2 \$91,272.52 \$22,818.13 \$114,090.65 3 \$91,272.52 \$22,818.13 \$114,090.65 Total Overall Three-Year Project Budget Costs Inclusive Of Match: \$342,271.95 "

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective	
1 Assistance with a victim compensation application -	
Task	
1.1 Providing assistance in completing a victim compensation application -	Your program will provide assistance in completing victim compensation applications when applicable
Performance Measures	
1.1.1 "Will you be providing compensation application assistance to victims? " -	

ATTACHMENT C – WORK PLAN

SUMMARY

PROJECT NAME: Victim Assistance 2021
CONTRACTOR NAME: SULLIVAN COUNTY OF
CONTRACT PERIOD NUMBER: 3
CONTRACT PERIOD: From: 10/01/2024
To: 09/30/2025

"Problem Statement Sullivan County needs to continue its Victim Advocacy Program, which was piloted in the Sullivan County District Attorney's Office in 2020 to fill a crucial gap in services to the victims of crime in our community; there is a clear ongoing need for the continuation of these services, which are not offered elsewhere in the County. The criminal justice system can be overwhelming, intimidating, and confusing for anyone who does not work within it every day. As a victim, you will need to know what to expect and have support throughout the process. The Office of the Sullivan County District Attorney is responsible for every criminal prosecution in Sullivan County, New York. Approximately 1,687 of the cases handled by Sullivan County prosecutors between 2019 and today involved one or more identifiable victims. Without any other Crime Victim Advocate dedicated to the victims of crime in Sullivan County, our Victim Advocacy Program has been the primary source of support and assistance to victims of crime here since it was implemented in 2020. The Sullivan County District Attorney's Office is prepared to continue to coordinate victim services through the employ and supervision of our dedicated CVA who operates alongside our attorneys during business hours, and on call as certain emergent needs may require. Sullivan County initiated its Victim Advocacy project in 2020 and, for the past two years, we have had a dedicated Crime Victim Advocate (CVA) as a member of our staff. The CVA provides emotional support and safety planning to the victims of crime, and locates essential services to victims in times of crisis and thereafter. Having a specialized team member to explain the logistics of the Criminal Justice process to all victims in a trauma-informed, client-centered way is vital to the success of prosecutions and the rights and well-being of crime victims. This service is an asset and has assisted in the development and outcomes of cases within the Sullivan County Criminal Justice system. For example, our CVA has responded directly to the scenes of crimes, police stations, and other areas of the County, side-by-side with law enforcement and first responders, to provide immediate services to persons impacted by violent and/or traumatic events. This emotional support, provided by a person with specialized training and experience in this area, not only aids victims in coping with difficult circumstances; it also helps law enforcement build bridges with members of the community that are vital to public safety. The wrap-around services provided by our CVA, including, but not limited to, assistance with filling for compensation through the Office of Victim Services, support and accompaniment of victims to court, and preparation of impact statements for criminal sentencing, are all crucial aspects of full and fair case resolution. Without dedicated, professional victim advocacy, Sullivan County is at a distinct disadvantage. The Sullivan County Victim Advocacy Program ensures all Crime Victims are aware of their rights and the services available to them to help them navigate the Criminal Justice System. The provision of confidential services to victims in Sullivan County is essential in light of our violent crime rate, the nature of cases handled by the multi-disciplinary Sullivan County Family Violence Response Team/Child Advocacy Center, and the involvement, in nearly one quarter of all cases handled by the District Attorney's Office, of a victim of crime. In 2019, Sullivan County residents were subject to 1,018 index crimes, which are crimes involving murder, rape, robbery, aggravated assault, burglary, larceny and/or motor vehicle theft, representing a per capita index crime victimization rate of 1.36. According to statistics maintained by the New York State Office of Children and Family Services, in 2019, approximately 1134 children were subjects of reports of abuse and maltreatment in Sullivan County, 70 percent of which were determined to be founded; in 2020, that number was 948, 60 percent of which were determined to be founded. This represents a per capita child abuse and maltreatment rate of 14.9 per thousand in 2019 and 12.6 in 2020, approximately double the rates of neighboring Orange and Ulster Counties, according to statistics maintained by the New York State Central Register and available from the Office of Children and Family Services Data Warehouse. The most serious among these reports are investigated by the multi-disciplinary Sullivan County

Family Violence Response Team/Child Advocacy Center, comprised of Department of Social Services caseworkers, New York State Police Bureau of Criminal Investigations Investigators, prosecutors, our CVA and contracted doctors and therapists. The team adopts, annually, more than two hundred cases referred for investigation as a result of abuse and/or maltreatment reports. These investigations require team members to contact victims, offenders and witnesses and make sensitive and critical determinations as to the best interests of vulnerable children. Yearly, police members of the team make dozens of arrests, and those criminal prosecutions are handled by the Sullivan County District Attorney's Office. Members of Team from the Department of Family Services also file dozens of abuse and/or neglect petitions, heard before the Sullivan County Family Court. Victims of these crimes and petitions, like those in the thousands of other criminal cases involving victims of crime in Sullivan County annually, did not, until 2020, have available to them a dedicated crime victim advocate. The need for confidential and coordinated victim advocacy in Sullivan County, both with respect to offenses against children by those entrusted to care for them, as well as with respect to violent and property crimes committed against other victims, prosecuted by Assistant District Attorneys assigned to handle matters arising out of the Sullivan County justice courts, cannot be understated. Our CVA has been able to coordinate and inform victims of crime with respect to all manner of criminal cases arising in Sullivan County since 2020; the need to continue this program is urgent and ongoing. Illustrative of the urgent need for continuance of the dedicated CVA position in Sullivan County is the experience of one particular survivor of Human Trafficking. 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Personnel Costs: The County will make use of OVS funds to employ one dedicated Sullivan County Crime Victim Advocate, a civil service employee of Sullivan County, whose maximum pay grade is \$51,592.00 annually, with a benefits package of approximately \$18,299.00. **TOTAL annualized amount to be utilized with OVS funding: \$69,891.00.**

Contractual Services: The County will utilize OVS funds to establish a relationship with a mental health services provider to establish a standardized referral pathway for clients to obtain care, and for monthly meetings with respect to client progress, to ensure clients are provided with appropriate wrap-around services and that resources are available from local community partners. **TOTAL annualized amount to be utilized with OVS funding: \$21,381.52**

A tremendous barrier to services is having regular and consistent access to a Spanish-speaking interpreter. The Victim Advocacy Program, with this funding, will provide an interpreter with a cellphone and arrange for the interpreter to be available at regular intervals, as needed, to contact and update clients. The interpreter will be paid per hour with utilization of Match funds and out of the County Budget in the event there are additional hours. **TOTAL annualized amount to be utilized with Match funding: \$3,000.00.**

Match Funding: Our funding request (the anticipated award) is for the above-listed personnel and contractual services, which are essential to the survival of the Victim Advocacy Program. We understand that we are subject to a 25% match requirement, which we proposed to meet in the following ways:

- o Office Space and Operating Expenses: Sullivan County will provide office spaces

and supplies for the Sullivan County Victim Advocacy Program, including 140 square feet of dedicated space at the Sullivan County District Attorney's Office at a cost of \$10.10 per square foot and 64 square feet at the Department of Social Services at a cost of \$25.08 per square foot, as well as paper, ink, envelopes, and other essential items for program implementation and maintenance. TOTAL annualized match amount for Operating Expenses: \$1,774.63. TOTAL annualized match amount for Office Space: \$3,019.12. o Travel/Mileage Costs: Sullivan County will utilize this funding to cover CVA travel costs, constituting an in-kind match contribution. We estimate, based upon the past two years of travel as well as the layout and composition of our County, an estimated annual mileage amount of 862 miles. Travel costs include transporting crime victims to court appearances, traveling to police stations and/or crime scenes in emergent situations and/or to advocate together with or for crime victims in community-based settings. We estimate cost based upon the January 1, 2019, Standard IRS Mileage Rate of 58 cents per mile. TOTAL annualized match amount for CVA travel: \$500. o Volunteer Use: The use of volunteers (as required under our Program design) will be used toward our 25% match requirement for this grant application. Volunteers will work approximately four months annually for a total of 500 hours spent on the Sullivan County Victim Advocacy Program. The present National Volunteer Rate of \$29.95 per hour is used herein to calculate match value/cost. It is anticipated that one volunteer will work on the Program, which will have a standard work weeks of 30 hours during summer months. TOTAL annualized match amount for volunteer hours is 14,524.38. Therefore, the anticipated Victim Advocacy Program costs are split as follows: Year Application Request Match Amount Total Yearly Cost 1 \$91,272.52 \$22,818.13 \$114,090.65 2 \$91,272.52 \$22,818.13 \$114,090.65 3 \$91,272.52 \$22,818.13 \$114,090.65 Total Overall Three-Year Project Budget Costs Inclusive Of Match: \$342,271.95 "

**ATTACHMENT C – WORK PLAN
DETAIL**

Objective	
1 Assistance with a victim compensation application -	
Task	
1.1 Providing assistance in completing a victim compensation application -	Your program will provide assistance in completing victim compensation applications when applicable
Performance Measures	
1.1.1 "Will you be providing compensation application assistance to victims? " -	

ATTACHMENT D

PAYMENT AND REPORTING

A. General Terms and Conditions:

1. In full consideration of contract performance, the State Agency agrees to pay, and the Contractor agrees to accept a sum not to exceed the amount noted on the Face Page.
2. The State has no obligation to make payment until all required approvals, including the approval of the AG and OSC, if required, have been obtained and the contract is fully executed. Contractor obligations or expenditures that precede the start date of the Contract shall not be reimbursed.
3. Article 11-B of the State Finance Law sets forth certain time frames for the Full Execution of contracts or renewal contracts with not-for-profit organizations and the implementation of any program plan associated with such contract. For purposes of this section, "Full Execution" shall mean that the contract has been signed by all parties thereto and has obtained the approval of the AG and OSC. Any interest to be paid on a missed payment to the Contractor based on a delay in the Full Execution of the Contract shall be governed by Article 11-B of the State Finance Law.
4. Contractor must provide complete and accurate billing invoices to the State in order to receive payment. However, the State may, in its discretion, automatically generate a voucher in accordance with an approved contract payment schedule. The State may require the Contractor to submit billing invoices electronically.
5. The Contractor shall submit documentation to support its claims for payment pursuant to this Contract. All supporting documentation must be completed and provided in a manner satisfactory and acceptable to the State Agency in order for the Contractor to be eligible for payment.
6. Payment for invoices submitted by the Contractor shall be rendered electronically in accordance with OSC's procedures and practices governing electronic payment unless payment by paper check is expressly authorized by the head of the State Agency, in his or her sole discretion after the Contractor establishes extenuating circumstances requiring payment by paper check.
7. If travel expenses are an approved expenditure under the Contract, travel expenses shall be reimbursed at the lesser of the rates set forth in the written standard travel policy of the Contractor, the OSC guidelines, or United States General Services Administration rates. No out-of-state travel costs shall be permitted unless specifically detailed and pre-approved by the State.
8. The State reserves the right to withhold up to fifteen percent (15%) of the total amount of the Contract as security for the faithful completion of services or work, as applicable, under the Contract. This amount may be withheld in whole or in part from any single payment or combination of payments otherwise due under the Contract. In the event that such withheld funds are insufficient to satisfy Contractor's obligations to the State, the State may pursue all available remedies, including the right of setoff and recoupment.
9. All vouchers must be submitted by the Contractor no later than thirty (30) calendar days after the end date of the period for which reimbursement is claimed. In no event shall the amount received by the Contractor exceed the budget amount approved by the State Agency, and, if actual expenditures by the Contractor are less than such sum, the amount payable by the State Agency to the Contractor shall not exceed the amount of actual expenditures.
10. All obligations must be incurred prior to the end date of the contract. The final claim of the contract term shall be submitted to the State Agency up to ninety (90) calendar days after the contract end date to make final expenditures if this contract is State Funded. However, if this contract is funded, in whole or in part, with Federal funds, the Contractor shall have up to sixty (60) calendar days after the contract end date to make expenditures and submit the claim to the State Agency.
11. The State shall not be liable for payments on the Contract if it is made pursuant to a

Community Projects Fund appropriation if insufficient monies are available pursuant to Section 99-d of the State Finance Law.

12. The Contractor may be required to submit a Consolidated Fiscal Reporting System ("CFR"). The CFR is a standardized electronic reporting method accepted by State agencies, consisting of schedules which, in different combinations, capture financial information for budgets, quarterly and/or mid-year claims, an annual cost report, and a final claim. The CFR, which must be submitted annually, is both a year-end cost report and a year-end claiming document. For New York City contractors, the due date shall be May 1 of each year; for Upstate and Long Island contractors, the due date shall be November 1 of each year.

B. Advance Payments and Claiming Requirements:

1. Advance payments, which the State in its sole discretion may make to not-for-profit grant recipients, shall be made and recouped in accordance with State Finance Law Section 179-u for both multiyear and renewal contracts and the provisions of this contract. Federally funded contract advances will be made as set forth by the Federal grant award requirements and applicable Federal regulations and this contract.
2. For simplified renewals, the payment schedule will be modified as part of the renewal process. For subsequent contract years in multi-year contracts, Contractor will be notified of the scheduled advance payments for the upcoming contract year no later than 90 days prior to the commencement of the contract year.
3. Recoupment of any advance payment(s) shall be recovered by crediting the percentage of subsequent claims and such claims shall be reduced until the advance is fully recovered within the Contract Term. Any unexpended advance balance at the end of the Contract Term shall be refunded by the Contractor to the State.
4. All Claim Submissions including Advance Payments, Initial Payments, and Reimbursements shall be made in accordance with the State Agency approved Schedule A: Claiming Requirements below.

Schedule A: Claiming Requirement

Period 1: 10/01/2022 - 09/30/2023			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2022 - 12/31/2022	02/14/2023
2	Quarterly Reimbursement	01/01/2023 - 03/31/2023	05/15/2023
3	Quarterly Reimbursement	04/01/2023 - 06/30/2023	08/14/2023
4	Quarterly Reimbursement	07/01/2023 - 09/30/2023	11/14/2023

Period 2: 10/01/2023 - 09/30/2024			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2023 - 12/31/2023	02/14/2024
2	Quarterly Reimbursement	01/01/2024 - 03/31/2024	05/15/2024
3	Quarterly Reimbursement	04/01/2024 - 06/30/2024	08/14/2024
4	Quarterly Reimbursement	07/01/2024 - 09/30/2024	11/14/2024

Period 3: 10/01/2024 - 09/30/2025			
Claim Number	Claim Type	Claim Period	Due Date
1	Quarterly Reimbursement	10/01/2024 - 12/31/2024	02/14/2025
2	Quarterly Reimbursement	01/01/2025 - 03/31/2025	05/15/2025
3	Quarterly Reimbursement	04/01/2025 - 06/30/2025	08/14/2025
4	Quarterly Reimbursement	07/01/2025 - 09/30/2025	11/14/2025

5. Milestone/Performance Reimbursement is based upon the Contractor satisfactorily meeting specified and meaningful events or milestones in performance of duties under this Contract. Requests for such payments be severable or cumulative. A severable event/milestone is independent of accomplishment of any other event. If the event is cumulative, the successful completion of an event or milestone is dependent on the previous completion of another event.
- For non-performance based contracts, the Contractor's costs must be allocated pursuant to a plan that meets the requirements of the Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR Part 200. Methods used to determine and assign costs shall conform to generally accepted accounting practices and shall be consistent with the method(s) used by the Contractor to determine costs for other operations or programs. Such accounting standards and practices shall be subject to approval of the State.

- For performance-based milestone contracts, or for the portion of the contract amount paid on a performance basis, the Contractor shall maintain documentation demonstrating that milestones were attained.
6. Fee for Service Reimbursement is based upon a rate established by the Contractor for a service or services rendered. Payment shall be limited to only those fees specifically agreed upon in the Contract and shall be payable in accordance with the State Agency approved Schedule A: Claiming Requirements.
 7. Rate Based Reimbursement is based upon an established rate per unit at defined intervals to be paid to the Contractor in accordance with the State Agency approved Schedule A: Claiming Requirements. Payment shall be limited to rate(s) established in the Contract and may be requested no more frequently than monthly.
 8. Fifth Quarter Payments occur when there are scheduled payments and an expectation that services will be continued through renewals or subsequent contracts. Fifth quarter payment shall be paid to the Contractor at the conclusion of the final scheduled payment period of the preceding contract period. The State Agency shall generate a voucher in the fourth quarter of the current contract year to pay the scheduled payment for the next contract year.
 9. If the Expenditure Based Budget is used in Attachment B-1 and the Expenditure Report is selected below, the Contractor shall submit, not later than the time period listed in the State Agency approved Schedule A: Claiming Requirements above, a detailed expenditure report, by object of expense. This report shall accompany the voucher submitted for such period.

☐ Expenditure Report Required

C. Refunds:

1. In the event that the Contractor must refund the State for Contract-related activities, including repayment of an advance or an audit disallowance, the refund must be made payable as set forth by the State Agency, must reference the contract number with its payment, and include a brief explanation of why the refund is being made.
2. If at the end or termination of the Contract there remains any unexpended balance of the monies advanced under the Contract in the possession of the Contractor, the Contractor shall make payment within forty-five (45) calendar days of the end or termination of the Contract. In the event that the Contractor fails to refund such balance the State may pursue all available remedies.

D. Progress Reporting Requirements:

If the State Agency determines that Work Plan Based Reporting is required to summarize the progress made on the performance measures established in the Contract, such reporting shall be made online as directed by the State Agency.

If Work Plan Based Reporting is not required, the Contractor shall comply with the following applicable provisions and the Contractor shall provide the State Agency with one or more of the following reports as required by the State Agency:

1. *Narrative/Qualitative Report*: The Contractor shall submit no later than the time period identified in Schedule B: Progress Reporting Requirements, below, a report, in narrative form, summarizing the services rendered during the quarter. This report shall detail how the Contractor has progressed toward attaining the qualitative goals enumerated in the Work Plan. This report should address all goals and objectives of the project and include a discussion of problems encountered and steps taken to solve them.

- 2. *Statistical/Quantitative Report:* The Contractor shall submit, on a quarterly basis, no later than the time period listed in Schedule B: Progress Reporting Requirements, below, a detailed report analyzing the quantitative aspects of the program plan, as appropriate (e. g., number of meals served, clients transported, patient/client encounters, procedures performed, training sessions conducted, etc.)
- 3. *Final Report:* The Contractor shall submit a final report as required by the Contract, not later than the time period listed in Schedule B: Progress Reporting Requirements, below, which reports on all aspects of the program and detailing how the use of funds were utilized in achieving the goals set forth in Attachment C (Work Plan).
- 4. *Consolidated Fiscal Report:* The Contractor shall submit a consolidated fiscal report, which includes a year-end cost report and final claim not later than the time period listed in Schedule B: Progress Reporting Requirements below.

Schedule B: Progress Reporting Requirements

Period 0: –			
Progress Report	Report Type	Report Period	Due Date
0		-	

E. Special Payment and Reporting Provisions:

Period 1:

Period 2:

Period 3: