



Sullivan County County Legislature

100 North Street
Monticello, NY 12701

Meeting Agenda - Final - Revised

Chairman Nadia Rajsz
Vice Chairman Joseph Perrello
Legislator Matt McPhillips
Legislator Brian McPhillips
Legislator Nicholas Salomone Jr.
Legislator Catherine Scott
Legislator Luis Alvarez
Legislator Amanda Ward
Legislator Terry Blosser-Bernardo

Thursday, March 21, 2024

10:00 AM

Government Center

Call to Order and Pledge of Allegiance

Roll Call of Legislators

Presentations

Communications

Public Comment

Resolutions

1. To authorize the execution of agreement with The Bonadio Group for a comprehensive review or policy and procedures at the Department of Public Health. [ID-6154](#)
2. To Accept a Legislative Award and enter into a contract with Public Health and HRI for the Medical Reserve Corp. [ID-6155](#)
3. To authorize contract with DNA Diagnostics Center, Inc. [ID-6170](#)
4. To enter into a contract with Sullivan 180, Inc. for Community Services. [ID-6191](#)
5. To enter into a contract with Restorative Management, Corp. for Community Services. [ID-6192](#)
6. To accept a Legislative Award from NYSARH and authorize an agreement between Public Health and Cornell Cooperative. [ID-6212](#)

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7. To Accept a Legislative Award and Enter into a contract with Health Research, Inc. (HRI). [ID-6213](#)
 8. To Create an Early Intervention Service Coordinator and abolish the Part Time Coordinator of Children with Special Needs Position [ID-6215](#)
 9. TO CORRECT THE 2024 TAX ROLL OF THE TOWN OF MAMAKATING FOR TAX MAP #8.-1-7.2 [ID-6219](#)
 10. TO CORRECT THE 2022 TAX ROLL OF THE TOWN OF LIBERTY FOR TAX MAP #2.-1-1.6 [ID-6220](#)
 11. TO CORRECT THE 2023 TAX ROLL OF THE TOWN OF LIBERTY FOR TAX MAP #2.-1-1.6 [ID-6221](#)
 12. Authorize award and execution of contract for Caregiver Resource Center (CRC) services [ID-6223](#)
Sponsors: Office for the Aging and Deoul
 13. To authorize an Agreement between Sullivan County BOCES (BOCES) and the County of Sullivan (COUNTY) for use of facilities to run an Automotive Trade Program. [ID-6227](#)
 14. To authorize an Agreement between Sullivan County BOCES (BOCES) and the County of Sullivan (COUNTY) for use of facilities at Garnet Health to run a Home Health Aide (HHA) and Clinical Nursing Assistant (CNA) Trade Program. [ID-6233](#)
 15. Set Public Hearing for proposed Local Law “Amending Local Law 4 of 2021 [ID-6234](#)
 16. Support 2024/2025 budget request for increase in operating aid [ID-6238](#)
 17. Authorize County Manager to sign a contract with Charter Communications. [ID-6239](#)
Attachments: [Terms & Conditions Sullivan County](#)
 18. Resolution to amend Resolution no. 166-23 to include the correct contract period language extending the original contract annually by mutual agreement. [ID-6241](#)
 19. Resolution to authorize the execution of an agreement for the Resurfacing of Portions of Various County Roads with the lowest responsible bidder (Sullivan County Paving & Construction, Inc.) for the paving of approximately 33 miles of County Road. [ID-6242](#)

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20. Resolution to authorize the execution of an agreement on the Chip Sealing of portions of various County Roads bid with the lowest responsible bidder (Peckham Road Corp.) for the surface treating of approximately 37 miles of County Road. [ID-6243](#)
21. Resolution to authorize the County of Sullivan to pursue Lead Agency designation for the Re-Alignment of Benton Hollow Rd. [ID-6244](#)
22. Resolution to authorize the execution of an agreement for the 2024 Pavement Marking Installation on Portions of Various County Roads with the lowest responsible bidder (K5 Corp.) for the installation of pavement markings on approximately 75 miles of higher volume County Roads [ID-6245](#)
23. Resolution to Authorize the County Manager to execute an agreement for construction services with Sullivan County Paving & Construction, Inc. for pile driving installation for two County Bridges - Bridge No. 261 & No. 296. [ID-6246](#)
24. Resolution to authorize the County Manager to sign the necessary paperwork to enter into a Lease Agreement with the Federal Aviation Administration for the Federal Aviation Administration (FAA) MSV RTR Antenna, 120 square feet of floor space on the second floor of Hangar 7 and various right of ways to the Federal Aviation Administration (FAA). [ID-6247](#)
25. Sullivan County has many buildings with EPDM roofs which are out of warranty and require repairs. B-24-04 was put out seeking qualified roofers, to enter into a contract for various roof repairs as they are required. [ID-6248](#)
26. Resolution to authorize the County Manager to sign any and all necessary agreements, contracts, and documentation to enter into a Non-Federal Reimbursable Agreement with the Federal Aviation Administration to completely relocate the FAA owned Automated Weather Observing System (AWOS) Central Processing Unit (CPU) from the Airport Terminal Building to the Airport Rescue and Fire Fighting (ARFF) Building. The AWOS is a required and essential system, that benefits the Aviation Community, the FAA, and the County of Sullivan. [ID-6249](#)
27. Resolution to authorize the execution of an agreement with North Ward Environmental Services for the 2024 Household Hazardous Waste collection events, 2 per year. [ID-6250](#)
28. Resolution to authorize award and execution of a contract with Absolute Auctions & Realty, Inc. for Professional Auctioneer Services. [ID-6252](#)
29. To authorize contract with Universities and Colleges to provide education to nursing services [ID-6259](#)
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30. To enter into a contract with Catalyst Research, LLC for Data Coordination Services. [ID-6260](#)
31. To amend Resolution No. 20-24 to correct the authorized amount of the resolution. [ID-6261](#)
32. To authorize the County Manager to execute an agreement between the Department of Social Services and Astor Services for Children and Families to provide psychology services to the Child Advocacy Center. [ID-6262](#)
33. To authorize the County Manager to execute an agreement between Sullivan County Department of Social Services and New York State Office of Children and Family Services for funding related to the Child Advocacy Center. [ID-6263](#)
34. To amend Resolution No. 19-24 to correct the authorized amount of the resolution. [ID-6264](#)
35. To amend Resolution No. 21-24 to correct the authorized amount of the resolution. [ID-6265](#)
36. To urge NYSDOT to improve the safety of the Sullivan Street/Kingston Avenue Intersection in the Town of Mamakating [ID-6268](#)
37. Resolution to amend Resolution no. 166-23 to include the correct contract period language extending the original contract annually by mutual agreement. [ID-6241](#)
38. Resolution to authorize the execution of an agreement for the Resurfacing of Portions of Various County Roads with the lowest responsible bidder (Sullivan County Paving & Construction, Inc.) for the paving of approximately 33 miles of County Road. [ID-6242](#)
39. To Authorize a Contract with PKF O'Connor Davies for Consulting Services and Cost Report Preparation for the Sullivan County Care Center at Sunset Lake. [ID-6256](#)
40. To Modify the 2023 Budget. [ID-6257](#)
Attachments: [Year End #5 2023 Resolution Needed.pdf](#)
41. To Modify the 2024 Budget. [ID-6258](#)
Attachments: [February 28 2024 Resolution Needed.pdf](#)
42. To fill one (1) vacancy on the Sunset Lake LDC [ID-6293](#)
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43. The future Callicoon Park requires survey work, wetland delineation, design and engineering services. The County has secured a grant from the National Fish and Wildlife Foundation and funds are available in this grant to cover additional costs associated with the work to be done at the park. [ID-6224](#)
44. The County provides assistance to partner municipalities for projects on the O&W Rail Trail. The Town of Rockland has opted to hire their own engineer. This is to authorize the reimbursement for these services. [ID-6225](#)
45. Authorize contract with CSG Forte for credit card services. [ID-6235](#)
46. Calling on Governor and NYS Legislature to take over cost of Health Insurance for Community College employees [ID-6237](#)
47. To authorize a Worksite Agreement between the County of Sullivan (County) and the Center for Workforce Development (CWD). [ID-6255](#)
48. To correct a Resolution between the County of Sullivan and HC Staffing & Training, LLC [ID-6269](#)
49. Reappoint Election Commissioners Deanna M. Senyk and Lori Benjamin [ID-6270](#)
50. In Recognition of Dr. Joseph Nebzydoski's Commitment to Animal Health and Public Safety [ID-6272](#)
51. Exercise the right to change the terms of the Repurchase Program in 2024 [ID-6274](#)
52. Adopt the Revised Fixed Asset and Equipment Policy for the County of Sullivan [ID-6276](#)
- Attachments:** [ChevalA_240307-163500-621](#)
53. To Enter into an Agreement with NACCHO to accept grant funds to support MRC [ID-6277](#)
54. RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO ACCEPT A DONATION OF A GIFT CERTIFICATE TO THE SULLIVAN COUNTY DIVISION OF HEALTH AND HUMAN SERVICES [ID-6278](#)
55. TO AUTHORIZE THE COUNTY MANAGER TO APPLY FOR AND ACCEPT THE FY2023 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) / FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)..end [ID-6279](#)
56. TO CORRECT THE 2024 TAX ROLL OF THE TOWN OF THOMPSON FOR TAX MAP #10.-3-6.2 [ID-6280](#)
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57. Participate in the negotiations of collection actions at the Care Center at Sunset Lake [ID-6281](#)
58. Urge NYS Legislature to pass a Strong Packaging Reduction and Recycling Act [ID-6282](#)
59. To amend Resolution No. 130-24 to include specific duties for the temporary stipend. [ID-6283](#)
60. The Legislative Discretionary Funding program is designed to assist Sullivan County and County-oriented entities with achieving such goals as public safety, public health, youth services, community development, and economic development [ID-6284](#)
61. Pursue a Certificate of Need for a Countywide EMS System [ID-6286](#)
62. Set public hearing for a proposed Local Law for April 18, 2024 at 10:10AM [ID-6288](#)
63. TO AUTHORIZE THE TERMS OF AND EXECUTE A LEASE RENEWAL WITH A THIRD-PARTY LAND OWNER FOR THE CONTINUED LEASE OF LAND TO SUPPORT THE OPERATION OF PUBLIC SAFETY COMMUNICATIONS FACILITIES [ID-6289](#)
64. Urge Governor to restore CHIPS Funding [ID-6290](#)
65. Authorize submission of FY 23-24 Criminal Justice Discovery Reform Application [ID-6291](#)
66. To Modify the 2023 Budget [ID-6292](#)
Attachments: [Year End #7 2023 Resolution Needed.pdf](#)
67. Enact a Proposed Local Law entitled “A Local Law to Amend Local Law No. 1 of 2019” [ID-6294](#)
68. Adopt Public Health Order #1 of 2024 [ID-6301](#)
Attachments: Recommended Child and Adolescent Immunization Schedule for ages 18 years or younger, United States, 2024

Recognition of Legislators**Announcements from Chair****Adjournment or Close**



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6154

Agenda Date: 3/21/2024

Agenda #: 1.

Title: Resolution for Policy Review Agreement with The Bonadio Group

Narrative of Resolution:

TO AUTHORIZE AN AGREEMENT BETWEEN THE BONADIO GROUP AND THE DEPARTMENT OF PUBLIC HEALTH

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

Amount to be authorized by Resolution: \$50,000

Are funds already budgeted? No

Specify Compliance with Procurement Procedures: RFP #R-23-25

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES TO AUTHORIZE A CONTRACT WITH THE BONADIO GROUP FOR POLICY AND PROCEDURE REVIEW

WHEREAS, it is imperative for the Sullivan County Department of Public Health to ensure the effectiveness and compliance of all its policies and procedures; and

WHEREAS, there is a need for an outside agency to assist in the review and consultation of the policies and procedures for the Department of Public Health; and

WHEREAS, a Request for Proposal (R-23-35) for Policy and Procedure Review was issued and a response was received from the Bonadio Group; and

WHEREAS, The Bonadio Group, 171 Sully’s Trail, Pittsford, NY 14534, demonstrates expertise and proficiency in policy review and consulting services; and

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to execute a contract with The Bonadio Group; and

BE IT FURTHER RESOLVED, that said contract shall not exceed \$50,000; and

BE IT FURTHER RESOLVED, that said contract shall be in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6155

Agenda Date: 3/21/2024

Agenda #: 2.

Narrative of Resolution:

Resolution to accept a Legislative Award and enter into a contract with Public Health and Health Research, Inc., AKA “HRI” for the Medical Reserve Corp.

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

Amount to be authorized by Resolution: \$12,100.00

Are funds already budgeted? No

Specify Compliance with Procurement Procedures: HRI Contract # 7891-01

INTRODUCED BY THE HEALTH AND HUMAN SERVICES COMMITTEE TO ACCEPT FUNDING FROM “HRI” FOR THE HEALTH EMERGENCY PREPAREDNESS GRANT

WHEREAS, the Sullivan County Department of Public Health has represented to Health Research, Inc. that they are knowledgeable, qualified and experienced in the skill(s) required for Medical Reserve Corp - State, Territory & Tribal Nations, Representative Organizations for Next Generation (*MRC-STTRONG*), and

WHEREAS, the Sullivan County Department of Public Health is willing and capable of performing the services required under the MRC Contract Deliverable Coordination Tool, and

NOW THEREFORE BE IT RESOLVED, that the County Manager be authorized to enter into a contract with Health Research, Inc. for the period of July 1, 2023 through May 31, 2025 with a contract amount of \$12,100, and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager or the Chairman of the County Legislature to execute any and all necessary documents to submit the application for funding for the period of July 1, 2023 through May 31, 2025 for the contract amount of \$ 12,100, and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager or the Chairman of the County Legislature to accept the award, and enter into an award contract to administer the funding secured, in a form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6170

Agenda Date: 3/21/2024

Agenda #: 3.

Narrative of Resolution:

To authorize contract with DNA Diagnostics Center, Inc.

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

Amount to be authorized by Resolution: \$7,000

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: 140-3.4. Contracting for professional services

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO EXECUTE AGREEMENT BETWEEN DEPARTMENT OF SOCIAL SERVICES AND DNA DIAGNOSTICS CENTER, INC. FOR THE PROVISION OF GENETIC (DNA) TESTING AND REPORTING SERVICES FOR THE PERIOD OF APRIL 1, 2024 THROUGH MARCH 31, 2025

WHEREAS, the County of Sullivan, through the Department of Social Services, has need of genetic identity (DNA) testing and reporting to establish parentage in child support enforcement cases; and

WHEREAS, the Department of Social Services contracts with a state approved provider, DNA Diagnostics Center, Inc., for those services; and

WHEREAS, DNA Diagnostics Center, Inc., is capable of and willing to provide such services at prevailing rates.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to enter into agreement with DNA Diagnostics Center, Inc., for the provision of DNA testing and reporting services at a cost not to exceed \$7,000 during the period from April 1, 2024 through March 31, 2025; and

BE IT FURTHER RESOLVED, the maximum of these contracts shall not exceed \$7,000 for DNA testing and reporting related services; and

BE IT FURTHER RESOLVED, that the form of said contracts will be approved by the Sullivan County Attorney's Office.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6191

Agenda Date: 3/21/2024

Agenda #: 4.

Narrative of Resolution:

To enter into a contract with Sullivan 180, Inc. for Community Services.

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

Amount to be authorized by Resolution: \$119,999.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE HEALTH & HUMAN SERVICES COMMITTEE TO ENTER INTO AN AGREEMENT WITH SULLIVAN 180, INC. TO PROVIDE VARIOUS PREVENTION SERVICES TO YOUTH IN SCHOOLS.

WHEREAS, the Department of Community Services would like to enter into an agreement with Sullivan 180, Inc., for the NYS OASAS Opioid Abatement funding; and

WHEREAS, Sullivan 180, Inc., P.O. Box 311, Liberty, NY 12754 is one of the most responsible vendors for such work; and

WHEREAS, the Department of Community Services has reviewed the proposal and recommends the award.

NOW, THEREFORE, BE IT RESOLVED, the County Manager is hereby authorized to execute a contract with Sullivan 180, Inc., in an amount of \$119,999, per year, in accordance with the RFP#: R-23-47, from March 1, 2024 through February 28, 2025, with three (3) additional yearly extensions; and

BE IT FURTHER RESOLVED, that said contract to be such form as the County Attorney’s office shall approve.

BE IT FURTHER RESOLVED, that if the funding ceases, the contract terminates.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6192

Agenda Date: 3/21/2024

Agenda #: 5.

Narrative of Resolution:

To enter into a contract with Restorative Management, Corp. for Community Services.

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

Amount to be authorized by Resolution: \$74,500.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE HEALTH & FAMILY SERVICES COMMITTEE TO ENTER INTO A CONTRACT WITH RESTORATIVE MANAGEMENT, CORP. TO PROVIDE SUBSTANCE USE DISORDER (SUD) PEER ADVOCATE SERVICES.

WHEREAS, the Department of Community Services would like to enter into an agreement with Restorative Management, Corp., for the NYS OASAS Opioid Abatement funding; and

WHEREAS, Restorative Management, Corp., 64 Jefferson Street, Suite 2, Monticello, NY 12701 is one of the most responsible vendors for such work; and

WHEREAS, the Department of Community Services has reviewed the proposal and recommends the award.

NOW, THEREFORE, BE IT RESOLVED, the County Manager is hereby authorized to execute a contract with Restorative Management, Corp. in an amount of \$74,500, per year, in accordance with the RFP#: R-23-47, from March 1, 2024 through February 28, 2025, with three (3) additional yearly extensions; and

BE IT FURTHER RESOLVED, that said contract to be such form as the County Attorney’s office shall approve.

BE IT FURTHER RESOLVED, that if the funding ceases, the contract terminates.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6212

Agenda Date: 3/21/2024

Agenda #: 6.

Narrative of Resolution:

To Accept a Legislative Award from NYSARH and Authorize an Agreement with Public Health and Cornell Cooperative Extension

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

Amount to be authorized by Resolution: \$9,689.00

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO ACCEPT LEGISLATIVE FUNDING AWARD FROM NYSARH AND AUTHORIZE AND AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC HEALTH AND CORNELL COOPERATIVE EXTENSION

WHEREAS, Sullivan County Department of Public Health has been awarded a NYS legislative appropriation through the New York State Rural Health Association for \$9,689 to support Rural Health Network Development Programs; and

WHEREAS, the Department of Public Health plans to continue the self-sustaining Food is Medicine Program with Cornell Cooperative Extension to assist low income and/or unhealthy families in receiving fresh fruits and vegetables from the Cornell’s Mobile Farmers Market; and

WHEREAS, Public Health requests permission to enter in to an agreement with Cornell Cooperative Extension to use \$9,689 of the funding from the NYSARH award to support CCE’s Mobile Farmers Market and sustain the “Food is Medicine” Program; and

WHEREAS, this agreement will begin on 4/1/2023 and end on 3/15/2024; and the expenses must be incurred between 4/1/2023 and 3/15/2024 encumbered and dispersed by 3/24/2024 per NYS guidelines for the legislative award terms of agreement,

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, Chairman of the County Legislature, and / or their authorized representative (*as required by the funding source*) to execute any and all necessary documents to enter into this agreement with Cornell Cooperative Extension to subcontract the “Food is Medicine” Program from 4/1/2023 through 3/15/2024; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager or the Chairman of the County Legislature to enter into an agreement, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should the funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6213

Agenda Date: 3/21/2024

Agenda #: 7.

Narrative of Resolution:

TO ACCEPT A LEGISLATIVE AWARD AND ENTER INTO A CONTRACT BETWEEN PUBLIC HEALTH AND HEALTH RESEARCH, INC., AKA “HRI”

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

Amount to be authorized by Resolution: \$77,711.00

Are funds already budgeted? No

Specify Compliance with Procurement Procedures: HRI Contract # 1619-17

INTRODUCED BY THE HEALTH AND HUMAN SERVICES COMMITTEE TO ACCEPT FUNDING FROM HRI FOR CENTERS FOR DISEASE CONTROL AND PREVENTION GRANT

WHEREAS, the Sullivan County Department of Public Health has the responsibility for planning a county-wide response to bioterrorist attack or other health related emergency, and as a result of the Federal Homeland Security Act, the NYS Department of Health is providing funding to counties to assist in this effort, and

WHEREAS, the Sullivan County Department of Public Health has represented to Health Research, Inc. that it is willing and capable of performing the services required under Contract Deliverables, and

NOW THEREFORE BE IT RESOLVED, that the County Manager be authorized to enter into a contract with the Health Research, Inc. for the period of July 1, 2023 to June 30, 2024 with an annual funding amount of \$77,711.

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager or the Chairman of the County Legislature to execute any and all necessary documents to submit the application for funding for the period of July 1, 2023 through June 30, 2024 for the annual amount of \$77,711, and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager or the Chairman of the County Legislature to accept the award, and enter into an award contract to administer the funding secured, in a form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6215

Agenda Date: 3/21/2024

Agenda #: 8.

Narrative of Resolution:

To Create an Early Intervention Service Coordinator and abolish the Part Time Coordinator of Children with Special Needs Position # 1707

WHEREAS, the Director of the Department of Public Health has expressed a need to create a full time Early Intervention Service Coordinator due to an increased amount of participation in the Sullivan County Early Intervention Program; and

WHEREAS, Creating and filling the position of Early Intervention Service Coordinator is of utmost importance, if we are to keep the program running within the guidelines of NYS Department of Health; and

WHEREAS, the cost of one full time Early Intervention Service Coordinator is \$49,998.00; and

WHEREAS, the Director of the Department of Public Health believes that the needs of the Department would be best served if said position was created full time and the part time Coordinator of Children with Special Needs Position # 1707 was abolished.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature authorizes the creation of one Early Intervention Service Coordinator and the abolishment of one Part Time Coordinator of Children with Special Needs; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby sets the annual salary for this new position at the current TEAMSTERS contract rate for Early Intervention Service Coordinator; and

BE IT FURTHER RESOLVED, that position be immediately filled by the Director of the Department of Public Health with qualified candidates.

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

Amount to be authorized by Resolution: \$10,000 partially funded by abolished position.

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

INTRODUCED BY HEALTH AND HUMAN SERVICES TO CREATE ONE EARLY INTERVENTION SERVICE COORDINATOR AND ABOLISH ONE PART TIME COORDINATOR OF CHILDREN WITH SPECIAL NEEDS POSITION # 1707



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6219

Agenda Date: 3/21/2024

Agenda #: 9.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PLANNING, REAL PROPERTY AND ECONOMIC DEVELOPMENT COMMITTEE TO CORRECT THE 2024 TAX ROLL OF THE TOWN OF MAMAKATING FOR TAX MAP #8.-1-7.2

WHEREAS, an application dated February 6, 2024 having been filed by Phi Nguyen pursuant to Section 556 of the Real Property Tax Law with respect to property assessed to said applicant on the 2024 tax roll of the Town of Mamakating bearing Tax Map #8.-1-7.2 to correct a clerical error, due to an incorrect entry of penalties on a tax roll with respect to a releived school tax which was paid to the school district in a timely manner as the payment was postmarked prior to the end of the warrant period; and

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated February 14, 2024 recommending this Board approve said application; and

WHEREAS, this Board has duly examined the application and report and does find as follows:

- (a) That the application be approved because of a clerical error

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chair of the County Legislature be and she hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a releived school tax, the Treasurer shall charge back such amount in accordance with law.

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

Amount to be authorized by Resolution: \$91.66

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RPTL §556



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6220

Agenda Date: 3/21/2024

Agenda #: 10.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PLANNING, REAL PROPERTY AND ECONOMIC DEVELOPMENT COMMITTEE TO CORRECT THE 2022 TAX ROLL OF THE TOWN OF LIBERTY FOR TAX MAP #2.-1-1.6

WHEREAS, an application dated February 22, 2024 having been filed by Gabriel Adiv pursuant to Section 556 of the Real Property Tax Law with respect to property assessed to said applicant on the 2022 tax roll of the Town of Liberty bearing Tax Map #2.-1-1.6 to correct an error in essential fact, due to an incorrect entry on the taxable portion of the assessment roll, or the tax roll, or both, of the assessed valuation of an improvement to real property which was not in existence or which was present on a different parcel; and

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated February 26, 2024 recommending this Board approve said application; and

WHEREAS, this Board has duly examined the application and report and does find as follows:

(a) That the application be approved because of an error in essential fact

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chair of the County Legislature be and she hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

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

Amount to be authorized by Resolution: \$214.56

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RPTL §556



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6221

Agenda Date: 3/21/2024

Agenda #: 11.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PLANNING, REAL PROPERTY AND ECONOMIC DEVELOPMENT COMMITTEE TO CORRECT THE 2023 TAX ROLL OF THE TOWN OF LIBERTY FOR TAX MAP #2.-1-1.6

WHEREAS, an application dated February 22, 2024 having been filed by Gabriel Adiv pursuant to Section 556 of the Real Property Tax Law with respect to property assessed to said applicant on the 2023 tax roll of the Town of Liberty bearing Tax Map #2.-1-1.6 to correct an error in essential fact, due to an incorrect entry on the taxable portion of the assessment roll, or the tax roll, or both, of the assessed valuation of an improvement to real property which was not in existence or which was present on a different parcel; and

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated February 26, 2024 recommending this Board approve said application; and

WHEREAS, this Board has duly examined the application and report and does find as follows:

(a) That the application be approved because of an error in essential fact

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chair of the County Legislature be and she hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

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

Amount to be authorized by Resolution: \$210.45

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RPTL §556



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6223

Agenda Date: 3/21/2024

Agenda #: 12.

Narrative of Resolution:

Authorize award and execution of contract for Caregiver Resource Center (CRC) services

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

Amount to be authorized by Resolution: \$50,600

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

R-24-10

RESOLUTION INTRODUCED BY PLANNING, REAL PROPERTY AND ECONOMIC DEVELOPMENT COMMITTEE TO AUTHORIZE EXECUTION OF 2024-2025 CONTRACT WITH CORNELL COOPERATIVE EXTENSION SULLIVAN COUNTY FOR INFORMAL CAREGIVER TRAINING AND ASSISTANCE SERVICES

WHEREAS, the Sullivan County Office for the Aging is designated as a Caregiver Resource Center and receives funding from the New York State Office for the Aging to provide training and assistance for Informal Caregiver of the elderly, and

WHEREAS, Request for Proposal #R-24-10 was issued and a proposal was received for Caregiver Resource Center (CRC) Services from Cornell Cooperative Extension Sullivan County; and

WHEREAS, Cornell Cooperative Extension Sullivan County can arrange, coordinate, promote and conduct training programs for Informal Caregivers of the Elderly, and

WHEREAS, Cornell Cooperative Extension Sullivan County, 64 Ferndale Loomis Road, Liberty, NY 12754, will provide said services from April 1, 2024 through March 31, 2025, with an option to extend on a yearly basis for FOUR (4) additional years, under the same terms and conditions, and

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to execute a contract with Cornell Cooperative Extension, to arrange, coordinate, promote and conduct such training programs for the Office for the Aging, for the period of 4/01/2024-3/31/2025 of which \$18,000.00 is received from State Funds and \$32,600.00 is received from federal funds, at a cost not to exceed \$50,600 for the period of 4/1/2024-3/31/2025.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6227

Agenda Date: 3/21/2024

Agenda #: 13.

Narrative of Resolution:

To authorize an Agreement between Sullivan County BOCES (BOCES) and the County of Sullivan (COUNTY) for use of facilities to run an Automotive Trade Program.

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

Amount to be authorized by Resolution: \$55,000.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PLANNING, REAL PROPERTY AND ECONOMIC DEVELOPMENT COMMITTEE TO AUTHORIZE AN AGREEMENT WITH BOCES

WHEREAS, in cooperation with BOCES, County, and Center for Workforce Development (CWD), an Automotive Trade Program has been established using the BOCES facilities located in Liberty, New York.

WHEREAS, an Automotive Trade Program will be offered to individuals seeking to be educated and trained in the automotive field. It has been determined that local automotive companies are in high demand for employees that have required employability skills. This curriculum-based program will be non-credit bearing, short term, and will begin in April 2024; and

WHEREAS, BOCES has offered the use of their facilities and will provide the instructor, for this hands-on experience, in an amount not to exceed \$55,000. CWD will manage all documentation, participants, oversight, and collaboration of this program; and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to execute an Agreement with BOCES in an amount not to exceed \$55,000 and said Agreement is to be in the form approved by the County Attorney.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6233

Agenda Date: 3/21/2024

Agenda #: 14.

Narrative of Resolution:

To authorize an Agreement between Sullivan County BOCES (BOCES) and the County of Sullivan (COUNTY) for use of facilities at Garnet Health to run a Home Health Aide (HHA) and Clinical Nursing Assistant (CNA) Trade Program.

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

Amount to be authorized by Resolution: \$0.00

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PLANNING, REAL PROPERTY AND ECONOMIC DEVELOPMENT COMMITTEE TO AUTHORIZE AN AGREEMENT WITH BOCES.

WHEREAS, in cooperation with BOCES, County, and Center for Workforce Development (CWD), a Home Health Aide (HHA) and Clinical Nursing Assistant (CNA) Trade Program has been established using the BOCES facilities located in offices of Garnet Health in Harris, New York.

WHEREAS, an HHA and CNA Trade Program will be offered to individuals seeking to be educated and trained in the nursing field. It has been determined that local health facilities are in high demand for employees that have required employability skills. This curriculum-based program will be non-credit bearing, short term, and will begin in April 2024, and individuals will receive New York State Certifications upon completion. A rotating schedule of training is put together for 2024; and

WHEREAS, BOCES has offered the use of their facilities located at Garnet Health in Harris, New York at no cost to the County, but an Agreement for the use of facilities is required to be put in place. CWD will manage all documentation, participants, oversight, and collaboration of this program; and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to execute an Agreement with BOCES, and said Agreement is to be in the form approved by the County Attorney.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6234

Agenda Date: 3/21/2024

Agenda #: 15.

Narrative of Resolution:

Set Public Hearing for proposed Local Law “Amending Local Law 4 of 2021

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

Amount to be authorized by Resolution: 0

Are funds already budgeted? N/A

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY MATTHEW V. MCPHILLIPS, DISTRICT 1 LEGISLATOR, BRIAN MCPHILLIPS, DISTRICT 3 LEGISLATOR AND NICHOLAS M. SALOMONE DISTRICT 4 LEGISLATOR TO SET PUBLIC HEARING FOR A PROPOSED LOCAL LAW TO AMEND LOCAL LAW 4 OF 2021 BY EXTENDING THE SUNSET DATE UNTIL DECEMBER 31, 2025

WHEREAS, there has been introduced at a meeting of the Sullivan County Legislature held on March 21, 204, a proposed Local Law entitled “A Local Law to Amend Local Law No. 4 of 2021 by Extending the Sunset Date Until December 31, 2025”.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said proposed local law by the Sullivan County Legislature on April 18, 2024 at 9:45AM in the Legislative Chambers, County Government Center, Monticello, NY and at least six (6) days’ notice of the public hearing be given by the Clerk of the Sullivan County Legislature by due posting thereof on the bulletin board of the County of Sullivan and by publishing such notice at least once in the official newspapers of the County.

COUNTY OF SULLIVAN NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been duly presented and introduced at a meeting of the Legislature of the County of Sullivan, New York, held on March 21, 2024, a proposed Local Law entitled “A Local Law to Amend Local Law 4 of 2021 by Extending the Sunset Date until December 31, 2025”.

NOTICE IS FURTHER GIVEN that the Legislature of the County of Sullivan will conduct a public hearing on the aforesaid proposed Local Law at the Legislature’s Meeting Room, County Government Center, Monticello, New York 12701, on April 18, 2024, at 9:45AM at which time all persons interested will be heard.

DATED: Monticello, New York
March 21, 2024

ANNMARIE MARTIN
Clerk of the Legislature
County of Sullivan, New York



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6238

Agenda Date: 3/21/2024

Agenda #: 16.

Narrative of Resolution:

Support 2024/2025 budget request for increase in operating aid

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY GOVERNMENT SERVICES COMMITTEE TO SUPPORT THE 2024/2025 BUDGET REQUEST BY NYCCT AND NYCCAP TO INCREASE OPERATING AID

WHEREAS, New York Education Law Article 126, Section 6304 Financing of Community Colleges 1.a. states “State financial aid shall be one-third of the amount of operating costs, as approved by the state university trustees;” and

WHEREAS, the State of New York has been defunding community colleges for the past two decades and has reduced the state financial aid to 26.8% leading to a disproportionate share of the cost of education to fall on the shoulders of the students; and

WHEREAS, the community colleges are unable to finance the costs to start-up, operate and scale up of high needs, high-cost programs, to prepare students and serve our community.

NOW, THEREFORE BE IT RESOLVED, that the Sullivan County Legislature supports the 2024/2025 budget request by the New York Community College Trustees (NYCCT) and the New York Community College Association of Presidents (NYCCAP) to increase operating aid by \$97 million dollars to SUNY Community Colleges for a total of \$525 million which will strengthen community colleges and the workforce pipeline upon which students, employers, and our community depend.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6239

Agenda Date: 3/21/2024

Agenda #: 17.

Narrative of Resolution:

Authorize County Manager to sign a contract with Charter Communications

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE MANAGEMENT & BUDGET COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO SIGN A CONTRACT WITH CHARTER COMMUNICATIONS OPERATING, LLC

WHEREAS, the County of Sullivan wishes to engage in paid advertising via Spectrum Reach’s TV services; and

WHEREAS, Spectrum Reach’s parent company, Charter Communications Operating, LLC, requires a Client Profile (detailing the Terms and Conditions of the customer-vendor relationship) to be signed by the County; and

WHEREAS, the County Attorney has reviewed and approved the Terms and Conditions as provided; and

WHEREAS, the signing of such document does not bind the County to any future purchases with Spectrum/Charter (said purchases to be conducted through the Purchasing Department in accordance with the County’s Procurement Policy);

NOW THEREFORE BE IT RESOLVED, that the Sullivan County Legislature authorizes the County Manager to sign the Spectrum Reach Client Profile on behalf of the County of Sullivan.

SPECTRUM REACH TERMS AND CONDITIONS

The advertiser, agency, time-buying, or other media placement service (collectively, “**Client**”) contracting for the cablecast, wireless distribution, internet delivery, video over internet protocol delivery (“**IPTV**”), video on demand (“**VOD**”) placement, mailing or other distribution of any kind (collectively, “**distribution**”) of commercial advertisements, video assets, overlays, programs, printed or other content materials of any kind (collectively, “**Advertisements**”) and Charter Communications Operating, LLC (“**Spectrum Reach**”) hereby agree to these Terms and Conditions. “**Agreement**” means these Terms and Conditions, together with all Appendices hereto, any orders placed by or on behalf of Client and accepted by Spectrum Reach for distribution of any Advertisement, Ad Content (as defined in Section 5(b)) or other materials, whether on a System, via IPTV, over the internet or otherwise (collectively, “**Orders**”), and any statements of work entered into between the parties for production services (collectively, “**SOWs**”).

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION IN SECTION 18, WHICH INCLUDES A WAIVER OF CLASS ACTIONS AND PROVISIONS FOR OPTING OUT OF ARBITRATION, WHICH AFFECTS CLIENT’S RIGHTS UNDER THIS AGREEMENT WITH RESPECT TO ALL SERVICES.

1. BILLING AND PAYMENTS

(a) Except as otherwise agreed by Spectrum Reach in writing, Spectrum Reach will bill Client on a monthly basis.

(b) Client will pay each invoice in full within 30 days after receipt, without any deduction or right of set-off or counterclaim; provided that Spectrum Reach in its discretion reserves the right to require payment in advance of any scheduled distribution date. If Spectrum Reach agrees to accept payment by check, Spectrum Reach may process Client’s check payments electronically. With electronic check conversion, (i) Client’s bank account may be debited in the amount of Client’s check as early as the same day Spectrum Reach receives payment, (ii) the transaction will appear on Client’s bank statement as an electronic funds transfer, and (iii) Client’s original check will be destroyed and will not be returned to Client’s bank.

(c) Upon Client’s request, Spectrum Reach may include verifications of performance with monthly invoices issued under this Agreement, but the furnishing, completeness and accuracy of such verifications will not be a condition precedent to Client’s obligation to timely pay any such invoice. Spectrum Reach will not be liable to Client for, and makes no representations or warranties with respect to, such verifications, except that any such verification for any video content distribution system owned by Spectrum Reach on which any applicable Advertisement was distributed will accurately reflect the internal log for such system. Client acknowledges that (i) such logs may not accurately reflect the applicable programming actually aired, which is subject to change without notice, and (ii) for any System in the Mountain or Pacific time zone that includes satellite homes, (A) the invoiced air time represents the air time for the cable homes in such System and (B) the actual air time for the satellite homes in such System may occur up to 30 minutes before or after the invoiced air time.

(d) Client will reimburse Spectrum Reach for all amounts incurred in connection with collection activities, including without limitation collection agency charges, reasonable attorney fees and costs.

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2. TERMINATION

- (a) Orders for traditional linear spot cable Advertisements of 60 seconds or less in duration may be canceled by Client upon 14 days prior written notice to Spectrum Reach, but no such cancellation will be effective until 14 days after the initial start date under this Agreement unless otherwise expressly agreed by Spectrum Reach in writing.
- (b) Orders for traditional linear spot cable Advertisements of more than 60 seconds in duration may be canceled by Client upon 28 days prior written notice to Spectrum Reach, but no such cancellations will be effective until 28 days after the initial start date under this Agreement unless otherwise expressly agreed by Spectrum Reach in writing.
- (c) Advertisements consisting of non-traditional or “advanced” advertising where additional and varying cancellation times are necessarily required, including without limitation Advertisements involving VOD, overlay creation or approval, or Advertisements to be distributed on any website or over the internet (collectively, “**Internet Advertisements**”) or Advertisements to be distributed to any device via IPTV (“**IPTV Advertisements**”), may be canceled by Client upon delivery of such advance written notice (which may be 60 days or longer) as Spectrum Reach may determine is reasonably necessary under the circumstances taking into account applicable advertising campaign, distribution system or device requirements.
- (d) Spectrum Reach may, without liability to Client, terminate this Agreement or stop or suspend distribution of any Advertisement at any time for any reason. No such termination or suspension by Spectrum Reach will relieve Client of Client’s obligations to timely pay to Spectrum Reach in full all amounts due under this Agreement. Upon any such termination or suspension, all amounts owed to Spectrum Reach under this Agreement will be immediately due and payable.
- (e) If Client cancels all or any portion of this Agreement or any Order, all discounts are void and rates on Spectrum Reach’s then current rate card will apply. Upon cancellation, all then outstanding and unpaid amounts attributable to distribution of Client’s Advertisements will be immediately due and payable by Client. In addition, Client will pay all non-recoverable out-of-pocket expenses incurred by Spectrum Reach in connection with any related promotion, contest, sponsorship, sweepstakes or other service provided to Client in connection herewith.
- (f) If Client cancels any special promotion, contest, sponsorship, sweepstakes or other service provided to Client by Spectrum Reach then, at Spectrum Reach’s sole discretion, any related discounts for Advertisements will be void and rates on Spectrum Reach’s then current rate card will apply.

3. EFFECT OF BREACH

- (a) If Client materially breaches this Agreement, including without limitation a failure to pay any sum when due then, in addition to its other termination rights as set forth in this Agreement, Spectrum Reach may terminate this Agreement immediately upon notice (which may be either written or verbal) to Client and may, without liability, cease distributing Advertisements, provided that any such termination will not in any way release any party from its obligation to pay in full all amounts due under this Agreement. Upon any such termination, all unpaid amounts due to Spectrum Reach under this Agreement will become immediately due and payable.
- (b) If Spectrum Reach materially breaches this Agreement, then Client may cancel this Agreement upon written notice to Spectrum Reach, unless Spectrum Reach has cured or is diligently proceeding to cure

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such breach.

4. RATES AND CHARGES

(a) Rates for any Advertisement purchased by Client will be as set forth on the applicable Order (plus any applicable taxes, franchise fees, and/or other assessments by any governmental authority), provided that if no rate is set forth thereon, the applicable rate will be as set forth on Spectrum Reach's rate card then in effect at the time of Spectrum Reach's acceptance of the applicable Order. Spectrum Reach reserves the right to increase rates at any time without prior notice; provided that with respect to any Order accepted by Spectrum Reach prior to any such rate increase, such increase will not be applied to Advertisements distributed under such Order until 45 days after written notice to Client of such increase.

(b) With Spectrum Reach's prior written approval, Advertisements of a parent and/or subsidiary of Client (or, if applicable, the person or entity on whose behalf Client is acting), scheduled to be distributed within 13 weeks from the date of the first distribution of an Advertisement, or from the start of a pre-determined contract year, may be combined for discounts.

(c) Client will pay all expenses related to the delivery of Advertisements and/or scheduling instructions to
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Spectrum Reach. Neither Spectrum Reach nor any Spectrum Reach affiliated, owned and/or represented video content distribution system ("**System**") will accept or process mail, correspondence, or telephone calls in connection with the distribution of any Advertisement under this Agreement, except as otherwise expressly agreed in writing by Spectrum Reach and at the sole risk of Client and subject to payment or reimbursement by Client of all expenses incurred by Spectrum Reach or any System in connection therewith.

5. AD CONTENT

(a) Client hereby grants to Spectrum Reach a worldwide, non-exclusive, limited, sublicensable right to distribute, reproduce, copy, reformat, digitize, adapt, compress, transcode, display, perform and technologically manipulate any Advertisement on or via:

- (i) Systems,
- (ii) any devices to which such Advertisements may be distributed via IPTV,
- (iii) any internet websites or applications on which such Advertisements are scheduled to be distributed, or
- (iv) any other distribution method or platform, in each case as reasonably necessary in order to distribute the Advertisement as ordered by Client.

(b) Except as otherwise agreed by Spectrum Reach in writing, Client will deliver or cause to be delivered to Spectrum Reach or the applicable System(s) the content of all Advertisements ("**Ad Content**"). Client will comply with all of Spectrum Reach's requirements regarding the format and technical and other specifications for Advertisements and Ad Content and the delivery thereof.

(c) "**System Advertisements**" means any Advertisements to be distributed on any System. In the case of traditional spot cable System Advertisements, Client will deliver such Advertisements and applicable scheduling instructions to Spectrum Reach or the System, as applicable, at least 48 hours (or such longer period as the applicable System may require) in advance of the agreed time of distribution. In the case of Internet Advertisements, IPTV Advertisements or non-traditional or "advanced" advertising System

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Advertisements where additional and varying lead times are necessarily required, including without limitation Advertisements involving VOD or overlay creation or approval, Client will deliver such Advertisements and scheduling instructions to Spectrum Reach by the deadline, and in accordance with such instructions, as Spectrum Reach may determine and provide to Client depending upon the applicable advertising campaign, System, device or platform requirements. If Advertisements and/or Ad Content and associated instructions are not delivered to Spectrum Reach in the proper formats and with the proper specifications by the applicable deadline established by Spectrum Reach, then Spectrum Reach may bill Client for the time reserved.

(d) Spectrum Reach will use commercially reasonable efforts to distribute Advertisements despite late receipt thereof, but will have no liability for Advertisements that are not distributed due to late delivery by Client.

(e) All Advertisements are subject to the prior approval of Spectrum Reach, and Spectrum Reach may, for any reason or for no reason, without restriction or liability and in Spectrum Reach's sole discretion, refuse to distribute any Advertisement or Ad Content. Without limiting the foregoing, Spectrum Reach may refuse to distribute any Advertisement or Ad Content which Spectrum Reach in its sole discretion determines:

- (i) does not meet Spectrum Reach's technical, scheduling, or delivery requirements,
- (ii) violates the terms of this Agreement or any of Spectrum Reach's agreements with programming suppliers, or
- (iii) is illegal, unsatisfactory, unsuitable, or contrary to the public interest for any reason whatsoever (any such refusal under clauses (i), (ii) or (iii) being "**For Cause**").

If Spectrum Reach refuses to distribute any Advertisement or Ad Content, Spectrum Reach will attempt to so notify Client by telephone, facsimile or email.

(f) Spectrum Reach will exercise commercially reasonable precautions in handling Advertisement materials or other property furnished to it under this Agreement, but will not be liable for any loss or damage thereto. All tapes, production and other Ad Content or related materials used in any Advertisement will be the exclusive property of Spectrum Reach, unless otherwise expressly agreed by Spectrum Reach in writing. No commercial tapes, Ad Content or other Advertisement materials provided by Client will be returned unless: (i) Client has so requested and Spectrum Reach has expressly so agreed in writing, and (ii) Client picks up such materials at its own expense within 30 days after the last distribution date under this Agreement. Otherwise, Spectrum Reach may dispose of all such tapes and other Ad Content or other Advertisement materials at any time after 30 days following the last use or distribution date. In addition, any video tapes, hard drive storage or other physical media on which video shot or produced by Spectrum Reach is stored will not be retained and can be reused for other customers, recycled or disposed of unless otherwise expressly agreed by Spectrum Reach in writing.

(g) Without notice to, or consent of, Client, Spectrum Reach may (i) provide copies of Advertisements, Ad Content or any other Advertisement material to third parties in connection with Spectrum Reach's marketing or other ordinary course business activities; and (ii) deliver copies of this Agreement or of Advertisements, Ad Content or any other Advertisement material to third parties as required by applicable law or regulations or pursuant to a subpoena, court order, governmental or municipal inquiry or similar judicial, regulatory, administrative or other process.

(h) With respect to any Advertisement that contains nudity, indiscreet sexuality, profane language, or excessive violence, Spectrum Reach may (i) limit the distribution of such Advertisement to time slots between 10:00 PM and 5:00 AM in the local time zone in which the Advertisement is distributed and (ii)

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require Client to provide, at Client's expense, an audio/video disclaimer (satisfactory to Spectrum Reach) before, during, and after such Advertisement, including without limitation the following or substantially similar statements (complete with the appropriate information):

(A) OPEN: "The following advertisement contains scenes of [description of nature of scene] and may not be suitable for children under 17. Parental discretion is advised.";

(B) WITHIN ADVERTISEMENT (before each potentially objectionable scene): "The following segment of the advertisement contains scenes of [description of nature of scene] and may not be suitable for children under 17. Parental discretion is advised."; or

(C) CLOSE: "The preceding advertisement was produced by an independent producer, and does not necessarily reflect the views of Charter Communications or its employees, officers or directors."

(i) Spectrum Reach will not be liable for any loss, erasure damage, or any other destruction to any Ad Content delivered by or on behalf of Client or, even if accepted by Spectrum Reach, any telephone, mail, facsimile, or other communications from any third party relating to any Advertisements.

6. DISTRIBUTION ISSUES; SUBSTITUTIONS

(a)

(b) Spectrum Reach may cease distribution of Internet Advertisements if the total number of impressions for a specified display period are reached prior to the end of the scheduled display stop date. If there is a shortfall in delivery of Internet Advertisement impressions of more than 10% at the end of any specified period, Spectrum Reach may provide, as Client's sole remedy, "make good" impressions through the same or a comparable manner or class of placements, to be delivered no later than 60 days following the applicable scheduled display stop date.

(c) Spectrum Reach will have the right to substitute for any Advertisement any programming which in Spectrum Reach's sole discretion is deemed to be (i) of greater local or national interest or importance, including without limitation sporting events, or (ii) necessary for Spectrum Reach to distribute in order to comply with its agreements with programming suppliers. Spectrum Reach will notify Client in advance or within a reasonable time after any such substitution, and Section 6(a) will apply.

(d) Advertisements scheduled in programs following events (such as feature films, sports or special programming of any kind), which run beyond their normally scheduled time, or Advertisements scheduled in programs which are interrupted for any reason, will be automatically rescheduled within the delayed or interrupted program without prior notice to Client and will be billed at the rate as if the event had concluded at its normal time or there had been no interruption.

(e) With respect to the distribution of any Advertisement as part of VOD programming or using a System's VOD platform, or using IPTV, or Advertisements consisting of non-traditional or "advanced" advertising of any kind, Client acknowledges that other content, tools or information provided by Spectrum Reach or third parties may appear on the screen over or with such Advertisement or Ad Content including, without limitation, (i) navigational content appearing during processes such as program selection, ordering and playback, (ii) applicable privacy and/or consent notices, and/or (iii) any content, tools or information that viewers could cause to be displayed. Spectrum Reach, its affiliates or agents may copy and store Advertisements during the distribution term as Spectrum Reach may deem

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appropriate under the circumstances in order to optimize performance and distribution on the Systems.

(f) Except as otherwise expressly agreed by Spectrum Reach in writing, Client's purchase of advertising time for System Advertisements may not include distribution of such Advertisement via IPTV.

Furthermore, Client's purchase of advertising time on a network may, but does not necessarily, include the purchase of advertising time on duplicate or alternative feeds of such network (including without limitation standard definition versions or other feeds offered on alternate channel locations, advertising time distributed on a time-shifted basis, or advertising distributed over the internet or using IPTV).

(g) Spectrum Reach makes no representations or warranties to Client with respect to the distribution schedules for System Advertisements that are distributed in standard definition feeds or using IPTV. Any verifications of performance delivered by Spectrum Reach under this Agreement will apply only to System Advertisement schedules that run in high-definition feeds or in standard definition-only feeds. If a standard definition feed is not simulcast with the corresponding high-definition feed, then System Advertisements will not run at the same time in both feeds. Client acknowledges and agrees that regardless of whether or not a standard definition feed is simulcast with the corresponding high-definition feed, System Advertisements distributed in standard definition feeds often are not able to be distributed in the same advertising zones as the corresponding Advertisements in the high-definition feed. Except as otherwise agreed by Spectrum Reach in writing, distribution of System Advertisements in the high-definition feed as ordered by Client will satisfy Spectrum Reach's obligations under this Agreement.

(h) SPECTRUM REACH MAY NOT HAVE THE CAPABILITY TO INSERT ON STANDARD DEFINITION SIMULCAST NETWORKS. AUDIENCE ESTIMATES FOR STANDARD DEFINITION PROGRAMMING ARE NOT ADJUSTED FOR NON-INSERTION.

(i) Client also acknowledges and agrees that program names and schedules may change at any time due to alterations by the networks or other causes, and that Spectrum Reach is not liable for any such changes.

7. RATINGS POINT PROJECTIONS

(a) If a projected number (a "**Ratings Projection**") of ratings points, as published by The Nielsen Company ("**Nielsen**"), is requested in writing by Client and accepted by Spectrum Reach with respect to any one or more Advertisements, then Client hereby agrees that such Ratings Projection will be deemed fulfilled if the total ratings points (as published by Nielsen) for the programs in which such Advertisements are inserted, achieve at least 90% of such Ratings Projection taken as a whole.

(b) If the total ratings points (as published by Nielsen) for such programs are less than 90% of such Ratings Projection, then at the written request of Client received by Spectrum Reach within 90 days after the last run date of the relevant contract flight, Spectrum Reach will cause the appropriate Systems to distribute the relevant Advertisement(s) at a subsequent time (or times) until the total ratings points for such programs (as published by Nielsen) are at least 90% of such Ratings Projection.

(c) If at any time Nielsen ceases to publish ratings points for cable television programming generally, then the ratings point determination with respect to any applicable Ratings Projection will be as determined and published by another entity acceptable to Spectrum Reach that provides such ratings point information for cable television programming generally. If no entity acceptable to Spectrum Reach publishes such information, then Spectrum Reach's obligation to fulfill any Ratings Projection with respect to this Agreement will be null and void and Spectrum Reach will have no further obligations with respect thereto.

(d) If a projected number of ratings points is not requested in writing by Client and accepted by Spectrum Reach, then Spectrum Reach's obligation to distribute Advertisements under this Agreement will be

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limited to the schedule as ordered by Client and accepted by Spectrum Reach.

8. SUBSCRIBER COUNTS

(a) Spectrum Reach makes no representations or warranties to Client with respect to the number or composition of (i) subscribers to whom an Advertisement actually may be distributed, or (ii) users by whom an Advertisement may be viewed or accessed, as the case may be. The number and composition of subscribers or users of any System or other distribution platform are estimates and will vary by network, type of video feed, programming tier or package, geographic areas and other circumstances, and may change at any time. In particular, Spectrum Reach makes no representations or warranties to Client with respect to the number or composition of subscribers to whom an Advertisement will be distributed when (i) viewed in a standard definition feed or using any of Spectrum Reach's "Enhanced TV" services, including without limitation Start Over, Look Back, Catch Up, or other similar services, or (ii) such distribution occurs via IPTV. The number of homes capable of accessing VOD Advertisements is also an estimate and may vary by the number of homes actually subscribing to or eligible for digital System service, IPTV and/or other factors.

(b) Notwithstanding anything to the contrary in this Agreement or in any other materials reviewed by Client, the number of subscribers to which any System Advertisement will be deemed distributed for purposes of this Agreement will be the applicable high-definition Ad Insertable Universe Estimate for the applicable System, network tier and channel as of the distribution date of such Advertisement as determined by reference to the applicable Universe Estimate published by Nielsen. Under no circumstances will Spectrum Reach be liable to Client in any way for any changes that may occur in the number or composition of subscribers to any System (or other distribution platform), network tier or channel during the term of this Agreement or otherwise.

(c) Spectrum Reach may place System Advertisements on behalf of third-party System operators under an advertising interconnect or other agreement in effect for all or part of a Designated Market Area ("**Applicable DMA Territory**"). In such event, Spectrum Reach cannot guarantee that System Advertisements ordered by Client will be distributed to all subscribers within the Applicable DMA Territory. Client hereby agrees that an order will be deemed fulfilled if a System Advertisement is distributed to at least 90% of the Spectrum Reach insertable subscribers in the Applicable DMA Territory.

(d) ADVERTISEMENTS MAY BE VIEWABLE ONLY IN A PORTION OF THE GEOGRAPHICAL AREA COVERED BY THE INTERCONNECT OR THE SYSTEM HEADEND. SPECTRUM REACH MAY USE SEVERAL DIFFERENT ACCEPTED INDUSTRY STANDARDS FOR CALCULATING SUBSCRIBER NUMBERS AND SPECTRUM REACH'S METHODS MAY DIFFER FROM THOSE USED BY OTHER SYSTEM OPERATORS.

(e) With respect to Internet Advertisements, an order or campaign will be deemed fulfilled and fully delivered if at least 90% of the ordered impressions were delivered.

(f) With respect to IPTV Advertisements, an order or campaign will be deemed fulfilled and fully delivered if Spectrum Reach's internal logs reflect that Client's Advertisements were included in the applicable video feed at the designated point of measurement, as reasonably determined by Spectrum Reach.

9. SCREEN VIEW AND INTERNET ISSUES

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(a) The organization, format, structure or “look and feel” of any internet website, microsite, IPTV display, VOD navigation path or screen view used for distribution of Advertisements will vary by System location and/or hardware configuration. Spectrum Reach reserves the right to redesign or modify at any time without notice any or all of the organization, format, structure or “look and feel” of any internet website, microsite, IPTV display, VOD navigation path or screen view used for distribution of Advertisements. In the event such modifications affect the placement of an Advertisement, Spectrum Reach will attempt to notify Client and work with Client to display the advertisement in a comparable manner.

(b) In addition, Internet Advertisements, IPTV Advertisements, including but not limited to banners and overlays, and VOD or Viewer selected Advertisements are subject to, and Spectrum Reach will have no liability for, any website, network or platform downtime (regardless of cause), including without limitation downtime caused by (i) server failures or downtime, (ii) the telecommunications and/or network related equipment of Spectrum Reach or its internet or other service providers, or (iii) the construction, installation, repair, maintenance, presence, use or removal of systems or equipment connected to or comprising the network or Spectrum Reach’s internet service or the applicable website.

(c) Except as otherwise agreed by Spectrum Reach in writing, (i) placement and/or positioning of Internet Advertisements on any applicable websites will be at the sole discretion of Spectrum Reach, and (ii) placement and/or positioning of IPTV Advertisements on any applicable device also will be at the sole discretion of Spectrum Reach.

(d) Client acknowledges and agrees that if a third-party ad server is used to distribute an Internet Advertisement, Spectrum Reach cannot control or guarantee the identity of the internet websites that will be used to distribute such Internet Advertisement. Client further acknowledges and agrees that Spectrum Reach cannot control or guarantee the identity or nature of any end user or viewer of any Internet Advertisement, and will have no liability to Client for any impressions or views generated by non-human or automated traffic (including, without limitation, bot traffic).

(e) All Internet and/or IPTV Advertisement materials will comply with Spectrum Reach’s applicable technical requirements. All programming codes and computer files are the property of Spectrum Reach.

10. ADDITIONAL TERMS

(a) Client agrees that any production services provided to it by or on behalf of Spectrum Reach will also be subject to Appendix A located at http://go2.spectrumreach.com/Production_Terms_and_Conditions_20171003.docx.

(b) Client agrees that the distribution of Internet Advertisements, other than (i) Internet Advertisements as part of a Search Campaign or otherwise distributed in Search Inventory (in each case as defined in Appendix C), or (ii) Internet Advertisements distributed in ATT Inventory (as defined in Appendix D) will also be subject to Appendix B located at http://go2.spectrumreach.com/Digital_Terms_and_Conditions_20181024.docx.

(c) Client agrees that the distribution of Internet Advertisements as part of a Search Campaign or otherwise distributed in Search Inventory will also be subject to Appendix C located at http://go2.spectrumreach.com/Search_Terms_and_Conditions_20181024.docx.

(d) Client agrees that the distribution of Advertisements in ATT Inventory will also be subject to Appendix D located at http://go2.spectrumreach.com/ATT_AdWorks_Terms_and_Conditions_20170117.docx.

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(e) Appendices A, B, C and D are, collectively, referred to herein as the “**Additional Terms**” and are incorporated into, and made a part of, this Agreement by this reference. In the event of a conflict between this Agreement and any of the Additional Terms, this Agreement will prevail.

11. DELIVERABLE AND FULFILLMENT RELATED ISSUES

(a) To the extent that any of Client’s Advertisements as ordered contemplate delivery of any other services or materials to end users or System subscribers, then 9 additional and separate fees, charges and Ad Content delivery and other requirements may apply. Except as otherwise agreed by Spectrum Reach in writing, Spectrum Reach will not be liable to Client under any circumstances for under or over delivery of any such other services or materials to end users or System subscribers.

(b) Further, if Spectrum Reach, in its sole discretion, agrees in writing that any of Client’s Advertisements as ordered may include delivery of services or materials to end users or System subscribers by a third party fulfillment house engaged by or on Client’s behalf (a “**Client Fulfillment House**”), Spectrum Reach will make available to such Client Fulfillment House such Subscriber Information (as defined in Section 15(e)) and other information (collectively, “**Fulfillment Information**”) as Spectrum Reach, in its sole discretion, deems to be reasonably appropriate in order for Client Fulfillment House to deliver such services or materials to such end users or System subscribers, so long as Client Fulfillment House has previously executed and delivered to Spectrum Reach, and remains in compliance with all material terms of, a written third party fulfillment house agreement that is acceptable to Spectrum Reach in its sole discretion (the “**Client Fulfillment House Agreement**”).

(c) As between Client and Spectrum Reach, Client will be solely responsible for all costs, fees and expenses associated with any and all services or materials performed or provided by Client Fulfillment House, including without limitation pursuant to the Client Fulfillment House Agreement.

(d) Except as otherwise agreed by Spectrum Reach in writing in a separate fulfillment services agreement or addendum, Spectrum Reach provides no guarantees or assurances regarding availability, deliverability, accuracy or accessibility of mailing lists or addresses or any Fulfillment Information, the absence of mail carrier failures or delays, the performance of any Client Fulfillment House, or the timing or verification of fulfillments generally.

12. ADVERTISEMENT DATA; REPORTS

(a) Spectrum Reach and/or any System reserve the right to and may collect, retrieve, retain, analyze and store certain information and/or data relating to any one or more Advertisements or associated video or other content assets, including without limitation information or data with respect to numbers of views, viewing trends or durations, time shifting or “Enhanced TV” usage statistics, impressions, clicks, conversions, leads, engagement or any other information or data reflecting the success, performance, response rates or patterns of subscriber behavior relating to System, VOD, IPTV, Internet or other Advertisements or associated video or other content assets of any kind (collectively, “**Advertisement Data**”).

(b) Except as otherwise agreed by Spectrum Reach in writing, Spectrum Reach will have no obligation to provide Client with any reports or data of any kind relating to any one or more Advertisements, including without limitation any Advertisement Data. To the extent Spectrum Reach does provide Client with reports or data as set forth above, (i) Client will be responsible for all costs of generating and providing such reports or data, (ii) Spectrum Reach will use its commercially reasonable efforts to deliver such reports or data to Client in accordance with industry standards, provided that Spectrum Reach does not

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warrant the accuracy of any such reports or data, and (iii) Client will be solely responsible for obtaining any necessary licenses, rights, and/or consent to obtain, access, use, or maintain such Advertisement Data, or any reports or data generated therefrom, in accordance with applicable law.

(c) If for any reason Spectrum Reach does provide Client with any Advertisement Data, (i) such Advertisement Data will be solely owned by, and constitute Confidential Information of, Spectrum Reach and will be subject to Section 15, (ii) Spectrum Reach hereby grants to Client a limited license to use such Advertisement Data in the United States during the term of the applicable Order solely for the purpose of evaluation of Client's advertising campaign on Spectrum Reach's Systems, (iii) Client will not combine such Advertisement Data with any other data or information, (iv) Client will not use, disseminate, and/or convey or provide access to such Advertisement Data to any third party, (v) Spectrum Reach will not be obligated to include in or provide with such Advertisement Data any data associated with any third parties except as expressly set forth in the applicable Order, (vi) Client will promptly return or destroy such Advertisement Data upon Spectrum Reach's written request after any expiration or termination of the applicable Order, (vii) any data exchanged between Spectrum Reach and any third party serving Advertisements on behalf of Client ("**Third-Party Ad Server**") will be deemed Advertisement Data owned by Spectrum Reach, and (viii) Client will not, and will ensure that its Third-Party Ad Servers will not, use any device identifier or any other device-generated Advertisement Data except as expressly set forth in the applicable Order.

(d) If any third-party ad server is used to distribute any Internet Advertisement, Client agrees that the traffic and impressions reporting provided by Spectrum Reach (and not that of such third party ad server) will control with respect to Spectrum Reach's obligations under this Agreement, including without limitation determinations of any billing thresholds.

13. INDEMNIFICATION; LIMITATION OF LIABILITIES

(a) Client will indemnify, defend and hold Spectrum Reach and its affiliates, and each of their respective present and former officers, shareholders, members, directors, employees, partners, and agents (collectively, the "**Indemnified Parties**") harmless from and against any and all costs, judgments, damages, loss, expenses, and/or liabilities, including without limitation investigation and litigation expenses and reasonable attorneys' fees, arising out of any third-party action, claim, demand or proceeding (each, a "**Claim**") arising out of (i) any breach of any of Client's representations, warranties or covenants under this Agreement, including but not limited to any failure to make timely payment to Spectrum Reach, (ii) the distribution of any Advertisement and/or Ad Content or other materials provided by or on behalf of Client, including without limitation any Advertisement, Ad Content or other material that infringes, misappropriates or violates (hereafter, "**infringes**") any copyrights, music synchronization or performance rights, dramatic or nondramatic music rights, trademark or tradename rights, patent rights or any other literary, dramatic or music performance rights or rights of privacy or publicity (collectively, "**IP Rights**") of any third party, violates applicable law or regulations, or gives rise to any claim or cause of action or results in actual damages or losses, (iii) any breach by any Client Fulfillment House of any applicable Client Fulfillment House Agreement, (iv) the performance of any services or delivery of any materials by any Client Fulfillment House on Client's behalf, pursuant to any Client Fulfillment House Agreement or otherwise, or (v) any Internet Advertisement provided by or on behalf of Client that contains links to third party websites, or otherwise results in end user exposure to any virus, worm or "Trojan Horse" or other contaminating or destructive features, materials or information. Each Indemnified Party will have the right, but not the obligation, to employ separate counsel and to participate in the defense or settlement of any such Claim. Client will not acquiesce to any judgment or enter into any settlement, either of which imposes any obligation or liability on any Indemnified Party, without such Indemnified Party's prior written consent.

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(b) IN NO EVENT WILL SPECTRUM REACH OR ITS AFFILIATES OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA, BUSINESS PROFITS, BUSINESS INTERRUPTION, AND GOODWILL, AND COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES) ARISING OUT OF THIS AGREEMENT OR BE SUBJECT TO EQUITABLE REMEDIES OR INJUNCTIVE RELIEF.

(c) Notwithstanding anything in this Agreement to the contrary, the sole remedies available to Client for any claims arising out of (i) the negotiation, performance or breach of this Agreement by Spectrum Reach or any System, or (ii) the distribution by Spectrum Reach or any System of any Advertisement or Ad Content provided by or on behalf of Client, will be, at Spectrum Reach's sole discretion, (Y) substitute distribution of such Advertisement, Ad Content or related material at a subsequent time in the same or a comparable manner or class of air time, or (Z) a corresponding credit for subsequent distribution of Advertisements on the applicable Spectrum Reach Systems, platform or sites.

(d) Spectrum Reach will have the right to offset against any payment obligations due to Client any amounts owed to Spectrum Reach under this Agreement or any other agreement or arrangement, including any amounts owed for services, expenses to cover failures to perform or remediate, mitigate or in settlement of any claims or damages. Such amounts will be offset and thereby reduce the amount payable by Spectrum Reach to Client.

14. REPRESENTATIONS AND WARRANTIES

(a) If Client is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then Client hereby represents, warrants and covenants that it has the authority from such advertiser and/or agency (or both, as the case may be) to enter into this Agreement and to otherwise act as agent for such advertiser and/or agency (or both, as the case may be) for all purposes hereof.

(b) Client further represents, warrants and covenants that with respect to all Advertisements and Ad Content placed by or on its behalf for distribution under this Agreement, including without limitation on any System, using IPTV or over the internet: (i) it has secured all rights, licenses, releases and consents required in connection with such distribution on the Systems or via such other distribution method or platform, including without limitation copyright performance and music synchronization rights (including without limitation through to the viewer music performance rights) with regard to all Advertisement materials, including without limitation video, audio, script, talent and other materials; (ii) the Advertisements are truthful and not misleading and Client has a reasonable basis for all claims made within the Advertisements and possesses appropriate documentation to substantiate such claims; (iii) no Advertisements are or will be illegal, libelous, slanderous or defamatory; (iv) all Advertisements will be appropriate for family viewing under local community standards; (v) no Advertisement violates any applicable federal or state law, statute or regulation; (vi) no Internet Advertisement contains any virus, trap, time bomb, bot or other software routine or computer instructions that could modify, destroy, transmit, disable or otherwise damage or permit unauthorized access to or transmissions from or of end user or Spectrum Reach computer systems, software or data; (vii) no Ad Content infringes or will infringe the rights of any person, including without limitation IP Rights; (viii) any collection or use of data arising from or in connection with any Advertisement is done in compliance with Client's privacy policy and all applicable federal and state laws, statutes and regulations; and (ix) all Advertisements comply with all network, carrier and Spectrum Reach guidelines.

(c) Without limiting any other right or remedy that Spectrum Reach may have under this Agreement, at

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law or in equity, and in addition to its other termination rights as set forth in this Agreement, Spectrum Reach may terminate this Agreement and/or immediately cease distribution of any Advertisement if any of the foregoing representations are breached or if Spectrum Reach has substantial reason to believe such representations have been breached.

(d) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT (IF APPLICABLE) THE PRODUCTS, SERVICES AND DELIVERABLES PROVIDED BY SPECTRUM REACH OR ITS AFFILIATES OR THIRD PARTY PROVIDERS UNDER THIS AGREEMENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND SPECTRUM REACH SPECIFICALLY DISCLAIMS AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO ANY SUCH PRODUCT, SERVICE OR DELIVERABLE OR THE FUNCTIONALITY OR PERFORMANCE THEREOF, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR OTHER WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALINGS OR COURSE OF PERFORMANCE.

(e) WITHOUT LIMITING THE FOREGOING, SPECTRUM REACH SPECIFICALLY DISCLAIMS AND DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES (i) WITH RESPECT TO (A) THE ACCURACY OF OR INFORMATION INCLUDED IN, OR THE RESULTS GENERATED BY, ANY ADVERTISEMENT, AD CONTENT OR OTHER MATERIAL PROVIDED BY OR ON BEHALF OF CLIENT, OR THE DISTRIBUTION THEREOF BY SPECTRUM REACH, (B) THE NUMBER OF END USERS OR SYSTEM SUBSCRIBERS THAT WILL ACTUALLY VIEW, INITIATE OR HAVE ACCESS TO ANY INTERNET, IPTV OR VOD ADVERTISEMENT, (C) THE ACCURACY OR RELEVANCY OF ANY DATA USED TO DELIVER OR DISPLAY ANY ADVERTISEMENT TO ANY SPECIFIED END USER, SYSTEM SUBSCRIBER OR CUSTOMER, (D) END USER, SYSTEM SUBSCRIBER OR CUSTOMER RESPONSE RATES, (E) THE ABILITY TO CONVERT RESPONSES INTO SALES, (F) THE PROFILE, IDENTITY, DEMOGRAPHICS OR LOCATION OF ANY END USER, SYSTEM SUBSCRIBER OR CUSTOMER WHO MAY RESPOND TO AN ADVERTISEMENT, (G) THE VOLUME, LEVEL, NUMBER OR TYPES OF ACTIONS OR DELIVERABLES GENERATED, OR (H) POSITIONING OR ADJACENCY OF ANY ADVERTISEMENT, OR (ii) THAT ANY INTERNET, IPTV OR VOD ADVERTISEMENT OR DISTRIBUTION PLATFORM OR THE OPERATION THEREOF WILL (A) MEET CLIENT’S REQUIREMENTS, (B) BE UNINTERRUPTED OR ERROR-FREE, (C) BE CONTINUOUSLY AVAILABLE TO ALL APPLICABLE END USERS OR SYSTEM SUBSCRIBERS AT THE SAME TIME, OR (D) BE TARGETED, DISPLAYED OR DELIVERED TO ANY SPECIFIC END USER, SYSTEM SUBSCRIBER OR CUSTOMER (INCLUDING WITHOUT LIMITATION ANY END USER, SYSTEM SUBSCRIBER OR CUSTOMER WITH SPECIFIC DEMOGRAPHIC, GEOGRAPHIC OR BEHAVIORAL ATTRIBUTES) OR IN ACCORDANCE WITH ANY SPECIFIED TARGETING CRITERIA (E.G. GEOLOCATIONAL TARGETING CRITERIA).

(f) CLIENT ACKNOWLEDGES AND AGREES THAT (i) ALL PERFORMANCE ESTIMATES, PROJECTIONS OR FORECASTS PROVIDED BY SPECTRUM REACH TO CLIENT ARE FOR REFERENCE PURPOSES ONLY, ARE NOT GUARANTEES OR COMMITMENTS AND ARE SPECULATIVE AND MAY NOT ACCURATELY PREDICT OR REFLECT THE ACTUAL PERFORMANCE OF ADVERTISEMENTS, (ii) IF ANY THIRD PARTY AD SERVER IS USED TO DISTRIBUTE ANY ADVERTISEMENT, SPECTRUM REACH CANNOT CONTROL OR GUARANTEE THE IDENTITY OF THE WEBSITES THAT WILL BE USED TO DISTRIBUTE SUCH ADVERTISEMENT, (iii) SPECTRUM REACH CANNOT CONTROL

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OR GUARANTEE THE IDENTITY OR NATURE OF ANY END USER OR VIEWER OF ANY ADVERTISEMENT, AND (iv) THIRD PARTIES MAY GENERATE ACTIONS THROUGH ADVERTISEMENTS FOR PROHIBITED OR IMPROPER PURPOSES OR THROUGH PROHIBITED, IMPROPER OR ILLEGITIMATE MEANS (INCLUDING SPIDERS, ROBOTS AND OTHER AUTOMATED OR MECHANICAL MEANS), AND CLIENT ACCEPTS THE RISK OF ANY SUCH ACTIONS AND AGREES THAT SPECTRUM REACH WILL NOT BE LIABLE IN CONNECTION THEREWITH.

(g) SPECTRUM REACH WILL NOT BE LIABLE FOR ANY WEBSITE, NETWORK OR PLATFORM DOWNTIME (REGARDLESS OF CAUSE), INCLUDING WITHOUT LIMITATION DOWNTIME CAUSED BY (i) SERVER FAILURES OR DOWNTIME, (ii) THE TELECOMMUNICATIONS OR NETWORK RELATED EQUIPMENT OF SPECTRUM REACH OR ITS INTERNET OR OTHER SERVICE PROVIDERS, OR (iii) THE CONSTRUCTION, INSTALLATION, REPAIR, MAINTENANCE, PRESENCE, USE OR REMOVAL OF SYSTEMS OR EQUIPMENT CONNECTED TO OR COMPRISING THE NETWORK OR SPECTRUM REACH'S INTERNET SERVICE OR THE APPLICABLE WEBSITE(S).

15. CONFIDENTIAL INFORMATION

(a) Client agrees that (i) it will keep all Confidential Information received or obtained from Spectrum Reach in connection with any Advertisement distributed under this Agreement, whether on a System or otherwise, completely confidential and will not disclose any such Confidential Information to any third party, even on an anonymized, combined or aggregated basis, unless such disclosure is specifically authorized by Spectrum Reach in writing, and (ii) it will not use such Confidential Information for any purpose other than its performance of this Agreement. Confidential Information of Spectrum Reach received by Client under this Agreement will not be disclosed to any individual serving as an employee of, or as consultant, advisor or independent contractor to Client, unless such individual has a need to know such information within the scope and performance of such individual's ordinary course job responsibilities.

(b) **"Confidential Information"** of Spectrum Reach will include all information or material that a reasonable person would consider to be confidential under the circumstances, regardless of whether such information or material is actually marked "Confidential." Confidential Information will not include any information that (i) at the time of disclosure or thereafter is generally available to the public (other than as a result of a wrongful disclosure directly or indirectly by Client or its representatives), (ii) was or becomes available to Client from a source other than Spectrum Reach, provided that such source is not directly or indirectly bound by an obligation of confidentiality to Spectrum Reach, or (iii) is independently developed by Client without violating any of its obligations under this Agreement.

(c) Client will exercise the same degree of care to protect Spectrum Reach's Confidential Information as Client exercises with respect to Client's own confidential information of a similar nature, which will in no event be less than reasonable care. Client also will use and maintain appropriate security measures to protect Spectrum Reach's Confidential Information, which are at least as stringent as those measure Client uses to protect its own confidential information of a similar nature. Without limiting the foregoing, Client will maintain and secure any of Spectrum Reach's Confidential Information in electronic data format using security measures that meet or exceed the ISO/IEC 27002 information security controls standard.

(d) Notwithstanding the foregoing, (i) if Client is an agency or time-buying service acting on behalf of an

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advertiser and/or agency (or both, as the case may be), then Client may disclose Confidential Information to such advertiser and/or agency on a need-to-know basis and such advertiser and/or agency also will be subject to all of the requirements of this Section 15 with respect to the Confidential Information so disclosed; and (ii) Client may use and disclose Confidential Information (A) once it has become publicly disclosed (other than by Client in breach of its obligations under this Agreement), and (B) to the extent that Client may be compelled by applicable law to do so and is so advised by legal counsel.

(e) For purposes of this Agreement, “**Subscriber Information**” will include, without limitation, name, address, telephone numbers, social security numbers, PIN number, credit card or bank account numbers, email addresses, billing addresses, Media Access Control (MAC) addresses, Internet Protocol (IP) addresses or any other information that specifically mentions or refers to a Spectrum Reach subscriber or constitutes personally identifiable subscriber information. To the extent that Client receives Subscriber Information from or about any internet website, IPTV or VOD advertising users or System subscribers (collectively, “**Spectrum Reach Customers**”), Client acknowledges and agrees that (a) it will use such Subscriber Information only for the express purpose of a one-time solicitation with respect to the specific product or service that was originally advertised in the Advertisement that generated such Subscriber Information (the “**Advertised Product**”), (b) it will purge the Subscriber Information from its or any third parties customer list, mailing list or similar customer database after the use of such Subscriber Information pursuant to clause (a) above, (c) without the express written permission of Spectrum Reach, it will not contact any Spectrum Reach Customers through any means of communication including, without limitation, by telephone or email or make any solicitations through any means of communications, including but not limited to telephone or email solicitations of the Advertised Product or any other product to any Spectrum Reach Customers, and (d) it will not use such Subscriber Information for any purpose other than that set forth in clause (a) above, including without limitation (i) offering, soliciting or contacting Spectrum Reach Customers with respect to products or services other than the Advertised Product, (ii) including the Subscriber Information on any Client or third party mailing list after the initial direct mail solicitation permitted in clause (a) above, (iii) offering, soliciting or contacting Spectrum Reach Customers using methods other than direct mailings, including without limitation mass mailings, telephone solicitations or electronic mailings and (iv) selling, sharing, leasing or otherwise disclosing or disseminating Subscriber Information to any third parties for any purpose that is not directly related to the sale of the Advertised Product, as well as the inclusion of Subscriber Information on any third party mailing list or customer list.

(f) Client hereby agrees to (i) comply with all applicable privacy laws; (ii) display its privacy policy in a readily accessible and conspicuous location; and (iii) take reasonable steps to enable third parties to access Client’s privacy policy.

(g)

(h) In addition, Client hereby consents to Spectrum Reach’s disclosure of billing information, airtime, rates and any other information to any third party directly related to the relevant Advertisement, including without limitation disclosure of Spectrum Reach’s rates and the terms of this Agreement to agency clients.

16. CLIENT/AGENCY/SERVICE

(a) Notwithstanding anything herein to the contrary (or the party to which any invoice may be rendered under this Agreement), if Client is an agency or time-buying service acting on behalf of an advertiser and/or agency (or both, as the case may be), then all obligations of Client under this Agreement, including without limitation the obligations of Client under Sections 1, 4, 13, 14 and 15, will be the joint and

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several obligations of such timebuying service, agency and advertiser, as the case may be.

(b) Failure of an agency or time-buying service to receive adequate funds from an advertiser or client does not relieve such agency or time-buying service from the obligation to timely pay all amounts due to Spectrum Reach under this Agreement. Payment by an advertiser to its agency or time-buying service, as the case may be, or payment by an agency to a time-buying service, will not constitute or otherwise excuse the obligation of full and timely payment of all amounts due to Spectrum Reach under this Agreement. Any acceptance of payment from an agency or time-buying service will not relieve the advertiser or client from liability for any amounts unpaid by such agency or time-buying service. In no event will Spectrum Reach be responsible for paying or remitting to any agency or time-buying service, whether as commission or otherwise, any amount or portion thereof paid to Spectrum Reach by any advertiser.

(c) Client hereby grants Spectrum Reach authorization to (i) access applicable credit reporting (commercial/consumer) in order to establish credit terms and perform periodic reviews of credit history and (ii) contact provided references for use in making a decision regarding Client's creditworthiness.

17. GENERAL

(a) This Agreement is subject to the terms and conditions of all licenses held by Spectrum Reach or any System, and to all federal, state and municipal laws now in force or hereafter enacted, including without limitation the rules, regulations, orders, decision and policies of the Federal Communications Commission.

(b) Unless otherwise expressly agreed in writing by Spectrum Reach, all production materials, creative copy, work products, concepts, ideas or intellectual property rights of any kind that may be provided to Client by Spectrum Reach will be and remain the exclusive property of Spectrum Reach.

(c) Spectrum Reach will have no obligation to recognize any agency or other commission that Spectrum Reach deems does not conform to customary industry standards and practices.

(d) Spectrum Reach may identify Client as an advertising client of Spectrum Reach in client lists and other marketing materials.

(e) This Agreement is not exclusive, and Spectrum Reach and all Systems remain free to solicit and to distribute programs or announcements of other advertisers whether or not they compete with the business, products or services of Client.

(f) This Agreement, including the rights under it, may not be assigned or transferred without the prior written consent of Spectrum Reach; nor may Spectrum Reach be required to distribute Advertisements under this Agreement for the benefit of any client other than as expressly provided herein. Failure of Spectrum Reach or Client to enforce any of the provisions hereof will not be construed as a general relinquishment or waiver as to that or any other provision.

(g) This Agreement constitutes the entire agreement of the parties relating to the subject matter hereof, and no change to any of its terms or provisions will be effective unless (i) posted on Spectrum Reach's website, provided that such change will not apply to pre-existing Orders if Client provides to Spectrum Reach notice of rejection of such change within 30 days after the date such change was posted to such website, or (ii) made in writing and signed by both parties. Except as otherwise agreed in writing by the parties, these Terms and Conditions will apply to all current and future Orders placed by or on behalf of

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Client, and to all future SOWs entered into between the parties.

(h) All questions with respect to the formation and construction of this Agreement, and the rights and obligations of the Parties hereto, will be governed by and determined in accordance with the laws of the State of New York applicable to agreements entered into and performed entirely within the State of New York, without giving effect to the choice or conflicts of law provisions thereof.

(i) Any discrepancy, dispute or disagreement by Client with respect to any distribution or other service provided, or amount charged, under this Agreement must be reported to Spectrum Reach in writing within 30 days from the later of (i) the last scheduled distribution date, and (ii) the invoice date. Time is of the essence hereof and any failure by Client to so notify Spectrum Reach will constitute a waiver by Client of any and all claims or causes of action arising therefrom or related thereto. (j) Either (i) Client's signature below, (ii) delivery to Spectrum Reach or any System of any Advertisement, Ad Content or other materials by or on behalf of Client for distribution under this Agreement, or (iii) the parties' execution of a written SOW, will constitute Client's acceptance of these Terms and Conditions.

(k) Sections 13, 15, 16 and 18 and this Section 17 will survive any cancellation or termination of this Agreement.

(l) Except as set forth in Section 18, all notices required or permitted under this Agreement will be delivered in writing via certified mail (return receipt requested) or nationally recognized overnight courier to:

If to Spectrum Reach, to:

The Spectrum Reach sales office that handles Client's account.

With a copy to:

Charter Communications Operating, LLC

400 Atlantic Street

Stamford, CT 06901

Attn: Benjamin Shin, VP, Assoc. GC

If to Client, to:

Client's address set forth on the applicable Order or SOW.

Either party may change its address for notice by providing the other party notice of such change in compliance with this provision.

(m) Neither party will be liable to the other for any failure or delay in fulfilling an obligation hereunder, if said failure or delay is attributable to unforeseen circumstances or circumstances beyond its reasonable control, including, but not limited to, any fire, power failure, labor dispute or strike, government measure, riot, insurrection, terrorism, flood, storm explosions, earthquake, act of God or war, power failure, third party connection or utilities outage, Internet or other network disruption or latency, or interruption or failure of ISP or carrier lines (each, "**Force Majeure Event**"); provided that no Force Majeure Event will excuse any payment obligation of any party hereunder.

(n) The parties agree that the terms of this Agreement and the parties' respective performance of obligations hereunder are not intended to benefit any person or entity not a party to this Agreement, that the consideration provided by each party under this Agreement only runs to the respective parties hereto, and that no person or entity not a party to this Agreement shall have any rights hereunder nor the right to

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require the performance hereunder by either of the respective parties hereto.

(o) If any provision in this Agreement (or any portion thereof) or the applications of any such provision (or any portion thereof) to any person or circumstance shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, such provision(s) (or portions) shall be severed from this Agreement and the invalidity, illegality or unenforceability thereof shall not affect any other provision of this Agreement, and this Agreement as modified after severing such language shall remain in force and effect.

(p) The headings of Sections of this Agreement are included solely for convenience of reference and are not to be used to interpret, construe, define, or describe the scope of any aspect of this Agreement. Each party represents that it has had the opportunity to participate in the preparation of this Agreement, and any rule of construction to the effect that ambiguities are to be resolved against the drafting party will not be applied in connection with the construction or interpretation of this Agreement.

18. ARBITRATION

(a) The following provisions are important with respect to this Agreement regarding the services hereunder. **PLEASE READ THEM CAREFULLY TO ENSURE THAT CLIENT UNDERSTANDS EACH PROVISION.** This Agreement requires the use of arbitration to resolve disputes and otherwise limits the remedies available to Client in the event of a dispute.

(b) Subject to the “Right to Opt Out” and “Exclusions” paragraphs below, the parties agree to arbitrate disputes and claims arising out of or relating to this Agreement, the services hereunder or marketing of the services Client has received from Spectrum Reach. Notwithstanding the foregoing, either party may bring an individual action on any matter or subject in small claims court.

(c) THIS AGREEMENT MEMORIALIZES A TRANSACTION IN INTERSTATE COMMERCE. THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THESE ARBITRATION PROVISIONS.

(d) A party who intends to seek arbitration must first send to the other a written notice of intent to arbitrate, entitled “Notice of Intent to Arbitrate” (“**Notice**”). The Notice to Spectrum Reach should be addressed to: VP and Associate General Counsel, Litigation, Charter Communications, 12405 Powerscourt Drive, St. Louis, MO 63131 (“**Arbitration Notice Address**”). The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought. If the parties do not reach an agreement to resolve the claim within 30 days after the Notice is received, either party may commence an arbitration proceeding, in which all issues are for the arbitrator to decide (including the scope of the arbitration clause), but the arbitrator will be bound by the terms of this Agreement.

(e) The arbitration will be governed by the Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes (collectively, “**AAA Rules**”) of the American Arbitration Association (“**AAA**”), as modified by this Agreement, and the arbitration will be administered by the AAA. The AAA Rules and fee information are available at www.adr.org, by calling the AAA at 1-800-778-7879, or by writing to the Arbitration Notice Address.

(f) EACH PARTY IS RESPONSIBLE FOR ALL COSTS IT INCURS IN THE ARBITRATION, INCLUDING BUT NOT LIMITED TO ATTORNEYS FEES OR EXPERT WITNESS COSTS.

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(g) If the arbitrator's award exceeds \$75,000, either party may appeal such award to a three-arbitrator panel administered by the AAA and selected according to the AAA Rules, by filing a written notice of appeal within 30 days after the date of entry of the arbitration award. The appealing party must provide the other party with a copy of such appeal concurrently with its submission of the appeals notice to AAA. The three-arbitrator panel must issue its decision within 120 days of the date of the appealing party's notice of appeal. The decision of the three-arbitrator panel will be final and binding, except for any appellate right which may exist under the Federal Arbitration Act.

(h) The parties may agree that arbitration will be conducted solely on the basis of the documents submitted to the arbitrator, via a telephonic hearing, or by an in person hearing as established by AAA rules.

(i) Unless the parties agree otherwise in writing, all hearings conducted as part of the arbitration will take place in the Borough of Manhattan, New York City, New York.

(j) The arbitrator may award injunctive relief only in favor of the party seeking relief, only to the extent sought, and only to the extent necessary to provide the specific relief warranted by such individual's claim.

(k) The parties agree that the arbitrator must give effect to the terms of this Agreement.

(l) CLIENT WILL NOT BRING CLAIMS OTHER THAN IN CLIENT'S INDIVIDUAL CAPACITY AND WILL NOT BRING CLAIMS ON BEHALF OF, OR AS PART OF, A CLASS ACTION OR REPRESENTATIVE PROCEEDING.

(m) Furthermore, unless the parties agree otherwise in writing, the arbitrator may not consolidate proceedings or more than one person's claims and may not otherwise preside over any form of representative or class proceeding. If this specific paragraph is found to be unenforceable, then the entirety of these arbitration provisions will be null and void and rendered of no further effect with respect to the specific claim at issue.

(n) **Right to Opt Out.** If Client does not wish to be bound by these arbitration provisions, Client must notify Spectrum Reach in writing within 30 days of (a) the date that this arbitration provision becomes effective, if Client is an existing customer, or (b) the date that Client first orders services hereunder. Client may opt out by mail to the Arbitration Notice Address. Client's written notification to Spectrum Reach must include Client's name, address, and Spectrum Reach account number as well as a clear statement that Client does not wish to resolve disputes with Spectrum Reach through arbitration. Client's decision to opt out of this arbitration provision will have no adverse effect on Client's relationship with Spectrum Reach or the provision of services hereunder to Client by Spectrum Reach.

(o) THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO TRIAL BY JUDGE OR JURY.

(p) NOTWITHSTANDING ANYTHING TO THE CONTRARY, IF ANY OR ALL OF THESE ARBITRATION PROVISIONS IS DETERMINED TO BE UNENFORCEABLE FOR ANY REASON, OR IF ANY CLAIM IS BROUGHT THAT IS FOUND BY ANY COURT TO BE EXCLUDED FROM THE SCOPE OF THESE ARBITRATION PROVISIONS, THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO TRIAL BY JURY. For purposes of the foregoing sentence only, in the event such waiver is found to be unenforceable, it will be severed from this Agreement, rendered null and void and of no further effect

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without affecting the rest of these arbitration provisions.

(q) EXCLUSIONS. NOTWITHSTANDING THE FOREGOING, THE FOLLOWING CLAIMS OR DISPUTES WILL NOT BE SUBJECT TO ARBITRATION:

i. ANY INDIVIDUAL ACTION BROUGHT BY EITHER PARTY ON ANY MATTER OR SUBJECT THAT IS WITHIN THE JURISDICTION OF A COURT THAT IS LIMITED TO ADJUDICATING SMALL CLAIMS.

ii. ANY DISPUTE OVER THE VALIDITY OF ANY PARTY'S INTELLECTUAL PROPERTY RIGHTS.

iii. ANY DISPUTE RELATED TO OR ARISING FROM ALLEGATIONS ASSOCIATED WITH UNAUTHORIZED USE OR RECEIPT OF SERVICE.

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Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6243

Agenda Date: 3/21/2024

Agenda #: 20.

Narrative of Resolution:

Resolution to authorize the execution of an agreement on the Chip Sealing of portions of various County Roads bid with the lowest responsible bidder (Peckham Road Corp.) for the surface treating of approximately 37 miles of County Road.

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

Amount to be authorized by Resolution: \$1,983,549.98

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

B-24-08

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE EXECUTION OF AN AGREEMENT FOR CHIP SEALING OF PORTIONS OF VARIOUS COUNTY ROADS

WHEREAS, bids were received for Chip Sealing of portions of various County Roads, and

WHEREAS, Peckham Road Corporation, 438 Vaughn Road, Hudson Falls, New York 12839, is the lowest responsible bidder for this project, and

WHEREAS, the Sullivan County Division of Public Works has reviewed said bid and recommends that an agreement be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute an agreement with Peckham Road Corporation, at a total price not to exceed \$1,983,549.98 plus the fluctuating cost of asphalt as per "Asphalt price Adjustment" as published by the PGB Index price and in accordance with B-24-08, said contract to be in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6244

Agenda Date: 3/21/2024

Agenda #: 21.

Narrative of Resolution:

Resolution to authorize the County of Sullivan to pursue Lead Agency designation for the Re-Alignment of Benton Hollow Rd.

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

Amount to be authorized by Resolution: N/A

Are funds already budgeted? N/A

Specify Compliance with Procurement Procedures:

N/A

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE AUTHORIZING THE COUNTY OF SULLIVAN TO PURSUE LEAD AGENCY STATUS FOR THE SEQRA PROCESS FOR THE PROPOSED RE-ALIGNMENT OF BENTON HOLLOW RD. IN THE TOWN OF LIBERTY TO ELIMINATE COUNTY BRIDGE 277

WHEREAS, County Bridge 277 is load posted for 5 tons and is near the end of its useful service life; and

WHEREAS, the County of Sullivan has been working toward the re-alignment of Benton Hollow Rd. to allow the elimination County Bridge 277; and

WHEREAS, the new alignment of Benton Hollow Rd. will affect a NYSDOT wetland mitigation area; and

WHEREAS, the Project is subject to the requirements of the New York State Environmental Quality Review Act (“SEQRA”) as defined in Title 5 NYCRR Section 617; and

WHEREAS, in accordance with the SEQRA requirements the County of Sullivan is eligible to act as Lead Agency for this project.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County of Sullivan to pursue designation of and act as Lead Agency for the SEQRA process for this project.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6245

Agenda Date: 3/21/2024

Agenda #: 22.

Narrative of Resolution:

Resolution to authorize the execution of an agreement for the 2024 Pavement Marking Installation on Portions of Various County Roads with the lowest responsible bidder (K5 Corp.) for the installation of pavement markings on approximately 75 miles of higher volume County Roads

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

Amount to be authorized by Resolution: \$341,406.96

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

B-24-11

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE EXECUTION OF AN AGREEMENT FOR THE 2024 PAYMENT MARKING INSTALLATION ON PORTIONS OF VARIOUS COUNTY ROADS

WHEREAS, bids were received for Pavement Marking Installation on Various County Roads and

WHEREAS, K5 Corporation, 9 Rockview Way, Rockland, Massachusetts 02370, is the lowest responsible bidder for this project, and

WHEREAS, the Sullivan County Division of Public Works has reviewed said bid and recommends that an agreement be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute an agreement with K5 Corporation, at a total price not to exceed

\$ 341,406.96, in accordance with Bid No. B-24-11, said contract to be in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6246

Agenda Date: 3/21/2024

Agenda #: 23.

Narrative of Resolution:

Resolution to Authorize the County Manager to execute an agreement for construction services with Sullivan County Paving & Construction, Inc. for pile driving installation for two County Bridges - Bridge No. 261 & No. 296.

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

Amount to be authorized by Resolution: \$189,896.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

B-24-10

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE THE EXECUTION OF AN AGREEMENT WITH SULLIVAN COUNTY PAVING & CONSTRUCTION, INC. FOR PILE DRIVING INSTALLATION FOR TWO COUNTY BRIDGES - BRIDGE NO. 261 & NO. 296

WHEREAS, bids were received for Pile Driving Installation for Two Sullivan County Bridges - Bridge No. 261 & No. 296, and

WHEREAS, Sullivan County Paving & Construction, Inc., 1936 State Route 17B, White Lake, NY 12786, is the lowest responsible bidder for this project, and

WHEREAS, the Sullivan County Division of Public works has reviewed said bid and recommends award.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute an agreement with Sullivan County Paving & Construction, Inc. in an amount not to exceed \$189,896.00, in accordance with Bid No. B-24-10, said agreement shall be in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6247

Agenda Date: 3/21/2024

Agenda #: 24.

Narrative of Resolution:

Resolution to authorize the County Manager to sign the necessary paperwork to enter into a Lease Agreement with the Federal Aviation Administration for the Federal Aviation Administration (FAA) MSV RTR Antenna, 120 square feet of floor space on the second floor of Hangar 7 and various right of ways to the Federal Aviation Administration (FAA).

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

Amount to be authorized by Resolution: N/A

Are funds already budgeted? N/A

Specify Compliance with Procurement Procedures:

N/A

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE THE EXECUTION OF A LEASE AGREEMENT WITH THE FEDERAL AVIATION ADMINISTRATION FOR THE RTR (MSV) SITE AT THE SULLIVAN COUNTY INTERNATIONAL AIRPORT

WHEREAS, the County of Sullivan leases an RTR Antenna, 120 square feet of floor space on the second floor of Hangar 7 and various right of ways to the Federal Aviation Administration (FAA); and

WHEREAS, the RTR Antenna assists aviation at the Sullivan County International Airport (KMSV); and

WHEREAS, the FAA has indicated that they will pay the County rental for the premises in the amount of \$1,400.00 per annum during the lease period; and

WHEREAS, the previous lease period expired and a new lease must be executed; and

WHEREAS, Resolution No. 388-14, adopted on a motion on October 16, 2014, authorized the execution of the previous lease.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature authorizes the

County Manager to sign the necessary lease agreement in such a form as the County Attorney shall approve, on behalf of the County in order to execute the lease agreement the FAA; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be attached to any necessary agreements; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6248

Agenda Date: 3/21/2024

Agenda #: 25.

Narrative of Resolution:

Sullivan County has many buildings with EPDM roofs which are out of warranty and require repairs. B-24-04 was put out seeking qualified roofers, to enter into a contract for various roof repairs as they are required.

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

Amount to be authorized by Resolution: Unknown - depends upon how many repairs

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

B-24-04

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE AND EXECUTE A CONTRACT WITH RAGAN HOME IMPROVEMENT, INC. FOR EPDM ROOF REPAIRS OF VARIOUS COUNTY BUILDINGS

WHEREAS, the County has several buildings with EMPD roofs that are out of warranty and frequently in need of repair; and

WHEREAS, to avoid delays in getting needed repairs completed the Sullivan County Office of General Services issued B-24-04 Roof Repairs for Various County Buildings with the intent to have a standing contract with a qualified roofer; and

WHEREAS, bids for B-24-04 were received and Ragan Home Improvement, Inc., 19 Winthrop Ave., Middletown, NY 10940 was the lowest responsible bidder; and

WHEREAS, the Division of Public Works has reviewed Ragan Home Improvement’s bid proposal and recommends award of contract.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute a contract with, Ragan Home Improvement, Inc., with pricing in accordance to B-24-04 bid proposal,

in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6249

Agenda Date: 3/21/2024

Agenda #: 26.

Narrative of Resolution:

Resolution to authorize the County Manager to sign any and all necessary agreements, contracts, and documentation to enter into a Non-Federal Reimbursable Agreement with the Federal Aviation Administration to completely relocate the FAA owned Automated Weather Observing System (AWOS) Central Processing Unit (CPU) from the Airport Terminal Building to the Airport Rescue and Fire Fighting (ARFF) Building. The AWOS is a required and essential system, that benefits the Aviation Community, the FAA, and the County of Sullivan.

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

Amount to be authorized by Resolution: \$53,095.36

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

N/A

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE A NON-FEDERAL REIMBURSABLE AGREEMENT BETWEEN THE FEDERAL AVIATION ADMINISTRATION (FAA) AND THE COUNTY OF SULLIVAN TO RELOCATE THE AWOS CPU AT THE SULLIVAN COUNTY INTERNATIONAL AIRPORT (MSV) - AGREEMENT NUMBER AJW-FN-ESA-23-EA-006001

WHEREAS, the County of Sullivan was awarded funding for the construction of a new terminal building by the NYSDOT through the Upstate Airport Economic Development and Revitalization Grant Opportunity; and

WHEREAS, as part of the project, the County of Sullivan required the relocation of the FAA owned Automated Weather Observing System (AWOS) Central Processing Unit (CPU) from the Airport Terminal Building to the Airport Rescue and Fire Fighting (ARFF) Building; and

WHEREAS, the Federal Aviation Administration (FAA) can furnish directly or by contract, material, supplies, equipment, and services which the County of Sullivan requires, has funds available for, and has determined needs to be obtained from the FAA.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature authorizes the County Manager to sign any and all of the necessary agreements, contracts and documentation, in such form as the County Attorney shall approve, to contract for said services not to exceed \$53,095.36; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution be attached to any necessary

agreements in connection with this project; and

BE IT FURTHER RESOLVED, that this resolution shall take effect immediately.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6250

Agenda Date: 3/21/2024

Agenda #: 27.

Narrative of Resolution:

Resolution to authorize the execution of an agreement with North Ward Environmental Services for the 2024 Household Hazardous Waste collection events, 2 per year.

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

Amount to be authorized by Resolution: \$14,530.75 per event total of \$29,061.50

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

B-24-07

RESOLUTION INTRODUCED BY THE PUBLIC WORKS COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT FOR HOUSEHOLD HAZARDOUS WASTE (HHW) COLLECTION DAYS WITH NORTH WARD ENVIRONMENTAL

WHEREAS, Sullivan County regularly conducts Household Hazardous Waste (HHW) collection events to service the residents of the County; and

WHEREAS, Sullivan County Division of Public Works followed proper bidding procedures and recommends that NORTH WARD ENVIRONMENTAL, the lowest responsible bidder conforming to specifications, Bid No. B-24-07, be selected for the 2024 program year HHW contract; and

WHEREAS, the Division of Public Works recommends that up to two (2) Household Hazardous Waste Collection events be held for Sullivan County residents for 2024, dates to be determined.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute a contract with NORTH WARD ENVIRONMENTAL SERVICES in accordance with their Bid No. B-24-07 with a cost approximated at \$14,530.75 per Event in 2024 with up to two (2) events being held in 2024 and with four (4) possible one (1) year renewals, said contract to be in such from as the County Attorney shall approve.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6252

Agenda Date: 3/21/2024

Agenda #: 28.

Narrative of Resolution:

Resolution to authorize award and execution of a contract with Absolute Auctions & Realty, Inc. for Professional Auctioneer Services.

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

Amount to be authorized by Resolution: N/A

Are funds already budgeted? N/A

Specify Compliance with Procurement Procedures:

N/A

RESOLUTION INTRODUCED BY THE PUBLIC WORKS COMMITTEE TO AUTHORIZE AWARD AND EXECUTION OF A CONTRACT WITH ABSOLUTE AUCTIONS & REALTY, INC. FOR PROFESSIONAL AUCTIONEER SERVICES.

WHEREAS, Sullivan County Division of Public Works conducts an auction for surplus vehicles, equipment, etc. yearly; and

WHEREAS, proposals were received by the Sullivan County Department of Purchasing for Professional Auctioneer Services pursuant to RFP #: R-23-41

WHEREAS, Absolute Auctions & Realty, Inc., 45 South Avenue, PO Box 1739, Pleasant Valley, NY 12569, is the lowest responsible vendor; and

WHEREAS, Sullivan County Division of Public Works has approved said proposal and recommends that a contract be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute a contract with Absolute Auctions & Realty, Inc. from January 1, 2024 through December 31, 2024, with the option to extend said contract on a yearly basis for an additional four (4) years, under the same pricing, terms and conditions, all in accordance with RFP #R-23-41, said contract to be in such from as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6259

Agenda Date: 3/21/2024

Agenda #: 29.

Narrative of Resolution:

To authorize contract with Universities and Colleges to provide education to nursing 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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES TO ENTER INTO CONTRACT WITH UNIVERSITIES AND COLLEGES TO PROVIDE EDUCATION TO NURSING STUDENTS

WHEREAS, the Care Center at Sunset Lake provides Nursing Services for the residents of the Care Center; and

WHEREAS, the Care Center has a need to partner with local and regional educational institutions with Nursing programs who provide education and training to Nursing students to complete the program requirements; and

WHEREAS, in order to complete Nursing educational programs, clinical fieldwork experience is required; and

WHEREAS, the Care Center at Sunset Lake desires to contract with universities and colleges which have Nursing programs to provide education services to Nursing students to complete the program requirements.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be hereby authorized to enter into contracts with universities and colleges with Nursing programs to allow the Care Center to serve as a clinical fieldwork site for Nursing students; and

BE IT FURTHER RESOLVED, that the form of such contracts be approved by the Sullivan County Attorney’s Office.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6260

Agenda Date: 3/21/2024

Agenda #: 30.

Narrative of Resolution:

To enter into a contract with Catalyst Research, LLC for Data Coordination Services.

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

Amount to be authorized by Resolution: \$59,500.

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE HEALTH & HUMAN SERVICES COMMITTEE TO ENTER INTO A CONTRACT WITH CATALYST RESEARCH, LLC FOR COMMUNITY SERVICES.

WHEREAS, the Department of Community Services would like to enter into an agreement with Catalyst Research, LLC. for the Data Coordinator Services; and

WHEREAS, Catalyst Research, LLC, 1714 Amherst Street, Buffalo, New York 14214, is the most responsible vendor for such work; and

WHEREAS, the Department of Community Services has reviewed the proposal and recommends award.

NOW, THEREFORE, BE IT RESOLVED, the County Manager be and hereby is authorized to execute a contract with Catalyst Research, LLC., in an amount of \$59,500, per year, in accordance with RFP#: R-24-04, from April 1, 2024 through March 31, 2025, with three (3) additional yearly extension, said contract to be such form as the County Attorney shall approve.

BE IT FURTHER RESOLVED, that if the Opioid Oasis Abatement funding ceases, the contract terminates.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6261

Agenda Date: 3/21/2024

Agenda #: 31.

Narrative of Resolution:

To amend a resolution to correct the authorized amount of the resolution.

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

Amount to be authorized by Resolution: \$1,879,781.

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE HEALTH & HUMAN SERVICES COMMITTEE TO AMEND RESOLUTION NO. 20-24 TO CORRECT THE AMOUNT AUTHORIZED BY THE RESOLUTION.

WHEREAS, Resolution No. 20-24 authorized the County Manager to enter into a contract with Rehabilitation Support Services, Inc.; and

WHEREAS, the contract amount of \$1,874,731 is incorrect on the resolution; and

WHEREAS, the correct amount should read \$1,879,781; and

NOW, THEREFORE, BE IT RESOLVED, Resolution No. 20-24 is hereby modified to the correct amount of \$1,879,781 and all other provisions of Resolution No. 20-24 shall remain unchanged.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6262

Agenda Date: 3/21/2024

Agenda #: 32.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND ASTOR SERVICES FOR CHILDREN AND FAMILIES TO PROVIDE PSYCHOLOGY SERVICES TO THE CHILD ADVOCACY CENTER

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

Amount to be authorized by Resolution: \$60,000

Are funds already budgeted? No

Specify Compliance with Procurement Procedures: RFP 24-09

RESOLUTION INTRODUCED BY THE HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE AN AGREEMENT WITH ASTOR SERVICES TO PROVIDE PSYCHOLOGY SERVICES

WHEREAS, the County of Sullivan through the Department of Social Services is executing an agreement with Astor Services for Children and Families for Psychologist Services in Support of the Child Advocacy Center; and

WHEREAS, the Department of Social Services wishes to award RFP 24-09 to Astor Services for Children and Families for the period of October 1, 2023 through September 30, 2024. This agreement may be extended, upon mutual agreement, for four (4) additional years on a yearly basis at an amount not to exceed \$60,000 a year.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to execute agreement with Astor Services for Children and Families during the period from October 1, 2023 through September 30, 2024; and

BE IT FURTHER RESOLVED, these contracts are at the County’s discretion, subject to annual appropriation; and

BE IT FURTHER RESOLVED, that the maximum of these contracts not-to-exceed amount of \$60,000 per year; and

BE IT FURTHER RESOLVED, that the form of said contract will be approved by the Sullivan County Attorney’s Office.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6263

Agenda Date: 3/21/2024

Agenda #: 33.

Narrative of Resolution:

RESOLUTION TO AUTHORIZE AN AGREEMENT FOR FUNDING RELATED TO THE CHILD ADVOCACY CENTER

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

Amount to be authorized by Resolution: \$50,000

Are funds already budgeted? No

Specify Compliance with Procurement Procedures: N/A

RESOLUTION INTRODUCED BY THE HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO EXECUTE AN AGREEMENT BETWEEN SULLIVAN COUNTY DEPARTMENT OF SOCIAL SERVICES AND NEW YORK STATE OFFICE OF CHILDREN AND FAMILY SERVICES FOR FUNDING RELATED TO THE CHILD ADVOCACY CENTER

WHEREAS, the County of Sullivan, through the Department of Social Services (DSS) has been tentatively selected to receive funding from the Office of Children and Family Services (OCFS) for the provision of services related to the Multidisciplinary Team (MDT) - Child Advocacy Center (CAC) Program; and

WHEREAS, the core mission of the CAC MDT is to provide protection to the children in our community from crimes, reduce trauma and promote healing to children and their families, CAC provides a safe, child-friendly setting where a coordinated response may be pursued in ways that are supportive and productive; and

WHEREAS, funding is contingent upon the successful completion of the contract process; and

WHEREAS, the DSS has, or is in process, of executing all agreements necessary to a successful contract.

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature does hereby authorize the County Manager to execute agreement between the DSS and the OCFS for funding related to the CAC; and

BE IT FURTHER RESOLVED, this agreement shall be in effect March 1, 2024 through September 30, 2024 and shall not exceed the amount specified by the OCFS. This agreement may be extended for future periods at an amount specified by the OCFS; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager to accept the award, and enter into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6264

Agenda Date: 3/21/2024

Agenda #: 34.

Narrative of Resolution:

To amend a resolution to correct the authorized amount of the resolution.

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

Amount to be authorized by Resolution: \$362,335.

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE HEALTH & HUMAN SERVICES COMMITTEE TO AMEND RESOLUTION NO. 19-24 TO CORRECT THE AMOUNT AUTHORIZED BY THE RESOLUTION

WHEREAS, Resolution No. 19-24 authorized the County Manager to enter into a contract with Independent Living, Inc.; and

WHEREAS, the contract amount of \$362,334 is incorrect on the resolution; and

WHEREAS, the correct amount should read \$362,335; and

NOW, THEREFORE, BE IT RESOLVED, Resolution No. 19-24 is hereby modified to the correct amount of \$362,335 and all other provisions of Resolution No. 19-24 shall remain unchanged.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6265

Agenda Date: 3/21/2024

Agenda #: 35.

Narrative of Resolution:

To amend a Resolution to correct the authorized amount of the resolution.

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

Amount to be authorized by Resolution: \$258,082.

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE HEALTH & HUMAN SERVICES COMMITTEE TO AMEND RESOLUTION NO. 21-24 TO CORRECT THE AMOUNT AUTHORIZED BY THE RESOLUTION

WHEREAS, Resolution No. 21-24 authorized the County Manager to enter into a contract with NYSARC, Inc. (DBA: The Arc Greater Hudson Valley, New York); and

WHEREAS, the contract amount of \$608,020 is incorrect on the resolution; and

WHEREAS, the correct amount should read \$258,082; and

NOW, THEREFORE, BE IT RESOLVED, Resolution No. 21-24 is hereby modified to the correct amount of \$258,082 and all other provisions of Resolution No. 21-24 shall remain unchanged.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6268

Agenda Date: 3/14/2024

Agenda #: 36.

Narrative of Resolution:

To urge NYSDOT to improve the safety of the Sullivan Street/Kingston Avenue Intersection in the Town of Mamakating

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY DISTRICT 9 LEGISLATOR TERRY BLOSSER-BERNARDO TO URGE NYSDOT TO IMPROVE THE SAFETY OF THE SULLIVAN STREET AND KINGSTON AVENUE (ROUTE 209) INTERSECTION

WHEREAS: the Sullivan County Legislature has serious concerns about a history of serious traffic accidents at the intersection of Sullivan Street and Kingston Avenue (NYS Route 209) in the Village of Wurtsboro, Town of Mamakating, County of Sullivan; and

WHEREAS: the traffic control devices at the intersection are owned and maintained by the New York State Department of Transportation “NYSDOT”, and

WHEREAS: the intersection in question is situated at the bottom of a notably steep and prolonged gradient, a geographical peculiarity that unintentionally serves as a launch pad for potential disaster, and

WHEREAS: this characteristic has been identified as a contributing factor to various accidents involving large trucks at this intersection and on multiple occasions, these vehicles, often carrying significant weight, have suffered brake failures, and

WHEREAS: as a result, they've hurtled at an alarming rate of speed into the intersection, inevitably clashing with other vehicles and/or buildings. [See attachment, Village of Wurtsboro Accidents February 23, 2023 and April 11, 2023, and

WHEREAS: the damage inflicted by these incidents is nothing short of devastating, transforming the intersection into a danger zone rather than a point of effective traffic movement, and

WHEREAS: it is not uncommon for the following agencies/companies to respond to these incidents: Rock Hill Fire Department, which included Cars 1, 2, 3, Rescue 27-61 and Special Operations 27-62, Wurtsboro Fire Department, Mamakating EMS, Mobilemedic EMS, NYS Police, Prestige Towing, NYSEG, LifeNet 75, Hackensack Air and the NYSDOT, and

WHEREAS: this perilous condition and threats to human life urgently warrants our collective attention and immediate action to prevent further loss and damage, and

WHEREAS: the US Department of Transportation “USDOT”, Federal Highway Administration “FHWA” Publication No. FHWA-HRT-04-091 states that Signal preemption has been considered for intersections at the base of a steep and/or long grade, and

WHEREAS: this USDOT, FHWA publication further states that these grades can create a potentially dangerous situation for large trucks if they lose control and enter the intersection at a high speed and that traffic signal preemption could be used to reduce the likelihood of conflicts between runaway trucks and other vehicles, and

WHEREAS: there are four (4) types of Traffic Signal Preemption Technology Platform types, Acoustic, Optical , GPS and Radio, and

WHEREAS: a study in Sullivan City, Texas by the Texas Department of Transportation installed a pair of magnetic loop detectors under the pavement, connected to a Traffic Counter/Classifier (TCC) and a personal computer capable of communicating with and activating intersection signal control devices to identify trucks and determine their individual speeds, and

WHEREAS: the signal control system resulted in one hundred (100) less stops being made, and

WHEREAS: acoustical traffic signal preemption technology is routinely used with Emergency Vehicles, and

WHEREAS: the Sullivan County Legislature is giving notice the NYSDOT that this intersection is a perilous condition, constitutes a foreseeable threat to human life and urgently warrants our collective attention and immediate action.

NOW, THEREFORE, BE IT RESOLVED: the Sullivan County Legislature urges the NYSDOT to use all means at its disposal including but not limited to Traffic Signal Preemption Technology to improve the safety of this intersection, and

BE IT FURTHER RESOLVED: that the Clerk of the Legislature is hereby directed to forward copies of this

Resolution to the Commissioner of New York State Department of Transportation Marie Therese Dominguez, Esq., Governor Kathy Hochul, Senator Peter Oberacker, Senate Majority Leader Andrea Stewart-Cousins, Assemblywoman Aileen Gunther, Assemblyman Brian Maher, Assembly Speaker Carl Heastie and all others deemed necessary and proper..



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6241

Agenda Date: 3/21/2024

Agenda #: 37.

Narrative of Resolution:

Resolution to amend Resolution no. 166-23 to include the correct contract period language extending the original contract annually by mutual agreement.

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

Amount to be authorized by Resolution: \$525,300.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

B-23-22

MODIFICATION RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO MODIFY RESOLUTION NO. 166-23

WHEREAS, Resolution No. 166-23 authorized the County Manager to execute an agreement with Sullivan County Paving & Construction Inc., 1936 State Route 17B, White Lake, NY 12786, in accordance with #B-23-22, Highway Job Order Contract Project, and

WHEREAS, the contract period language in the Resolution is incorrect, and needs to be revised, and

WHEREAS, the correct contract period language in the NOW, THEREFORE, BE IT RESOLVED should read for a one (1) year period and upon mutual agreement two (2) yearly extensions under the same terms and conditions, and

WHEREAS, the total amount not to exceed of \$525,300.00 shall be the contract amount for each additional year, and;

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute a modification agreement with Sullivan County Paving & Construction, Inc., to include the correct contract period extensions and yearly total, in an amount not to exceed \$525,300 per yearly extension. Resolution No. 166-23 is hereby modified as per the above and all other provisions of Resolution No. 166-23

shall remain unchanged, said contract to be in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6242

Agenda Date: 3/21/2024

Agenda #: 38.

Narrative of Resolution:

Resolution to authorize the execution of an agreement for the Resurfacing of Portions of Various County Roads with the lowest responsible bidder (Sullivan County Paving & Construction, Inc.) for the paving of approximately 33 miles of County Road.

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

Amount to be authorized by Resolution: \$8,497,574.60

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

B-24-06

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE EXECUTION OF AGREEMENT FOR THE RESURFACING OF VARIOUS COUNTY ROADS

WHEREAS, bids were received for Resurfacing Portions of Various County Roads and

WHEREAS, Sullivan County Paving & Construction Inc., 1936 State Route 17B, White Lake, NY 12786, is the lowest responsible bidder for this project, and

WHEREAS, the Sullivan County Division of Public Works has reviewed said bid and recommends that an agreement be executed.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute an agreement with Sullivan County Paving & Construction, Inc., at a total price not to exceed \$8,497,574.60, plus the fluctuating cost of asphalt as per "Asphalt price Adjustment" as published by the PGB Index price and in accordance with B-24-06, said contract to be in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6256

Agenda Date: 3/21/2024

Agenda #: 39.

Narrative of Resolution:

To Authorize a Contract with PKF O’Connor Davies for Consulting Services and Cost Report Preparation for the Sullivan County Care Center at Sunset Lake

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

Amount to be authorized by Resolution: \$24,000 Annually

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY MANAGEMENT AND BUDGET COMMITTEE TO AUTHORIZE A CONTRACT WITH PKF O’CONNOR DAVIES FOR CONSULTING SERVICES AND COST REPORT PREPARATION FOR THE SULLIVAN COUNTY CARE CENTER AT SUNSET LAKE

WHEREAS, in accordance with RFP #R-24-07 PKF O’Connor Davies has submitted a proposal to provide consulting and cost report preparation services for the Sullivan County Care Center at Sunset Lake; and

WHEREAS, PKF O’Connor Davies has a dedicated health care team specializing in serving health care organizations including skilled nursing facilities; and

WHEREAS, PKF O’Connor Davies will provide the required consulting services and cost report preparation for the Sullivan County Care Center at Sunset Lake.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to execute a contract with PKF O’Connor Davies to provide consulting services and cost report preparation for the Sullivan County Care Center at Sunset Lake in accordance with RFP #R-24-07 in an amount not to exceed \$24,000 annually.

BE IT FURTHER RESOLVED, the contract period shall be for fiscal year ending December 31, 2023 with the option to extend on a yearly basis for four (4) additional subsequent years.

BE IT FURTHER RESOLVED, that said contract be in such form as the County Attorney shall approve.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6257

Agenda Date: 3/21/2024

Agenda #: 40.

Narrative of Resolution:
To Modify the 2023 Budget

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

Amount to be authorized by Resolution: Please see attached Budget Mods.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY MANAGEMENT & BUDGET COMMITTEE TO MODIFY THE 2023 BUDGET

WHEREAS , the County of Sullivan Budget requires modification,

NOW, THEREFORE, BE IT RESOLVED, that the attached budgetary transfers for 2023 be authorized.

**2023 Year End #5 Resolution
Sullivan County Budget Modifications 2023**

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-1490-47-4701 - DEPT RENTALS				60,508
A-1620-197-44-4404 - UTILITY PROPANE				5,492
A-1620-213-44-4404 - UTILITY PROPANE				92,248
A-1620-213-44-4407 - UTILITY UTILITY OTHER				10,360
A-1620-22-21-2102 - FIXED BUILDINGS AND BUILDING IMPRVMTS			66,000	
A-5610-40-4006 - CONTRACT ENGINEER/ARCHITECT/DESIGN SERV			102,608	
A-6010-38-40-4013 - CONTRACT CONTRACT OTHER(*)			2,554	
A-6010-38-40-4013 - CONTRACT CONTRACT OTHER(*)			5,576	
A-6010-38-42-4201 - OFFICE ADVERTISING(*)			6,755	
A-7610-87-40-4001 - CONTRACT AGENCIES				2,500
A-7610-88-R4772-R254 - FED AID AGING PROGRM NUTRITION		2,500		
A-8020-90-40-4001 - CONTRACT AGENCIES			49,900	
A-8020-90-R3989-R167 - ST AID HOME/COMM ASSIST DEPARTMENTAL AID	49,900			
A Fund Total	49,900	2,500	233,393	171,108
CL-8160-40-4013 - CONTRACT CONTRACT OTHER			688,349	
CL-8160-R2130-R247 - REF/GARBAGE FEE MISC FEE/REIMBURSMNT	688,349			
CL Fund Total	688,349	-	688,349	-
D-5020-40-4006 - CONTRACT ENGINEER/ARCHITECT/DESIGN SERV			81,384	
D-5110-46-40-4038 - CONTRACT CONSTRUCTION				81,384
D-5110-47-40-4037 - CONTRACT PAVING			1,723,565	
D-5110-47-47-4720 - DEPT LABORATORY/XRAY EXPENSE				2,936
D-9998-R3501-R120 - ST AID CONSOLIDTD HGHWY CAPITAL	1,720,629			
D Fund Total	1,720,629	-	1,804,949	84,320

(*) To be funded from the Opioid Assigned Fund Balance



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6258

Agenda Date: 3/21/2024

Agenda #: 41.

Narrative of Resolution:
To Modify the 2024 Budget

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

Amount to be authorized by Resolution: Please see attached Budget Mods.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY MANAGEMENT & BUDGET COMMITTEE TO MODIFY THE 2024 BUDGET

WHEREAS , the County of Sullivan Budget requires modification,

NOW, THEREFORE, BE IT RESOLVED, that the attached budgetary transfers for 2024 be authorized.

**February 28, 2024 Resolution Needed
Sullivan County Budget Modifications 2024**

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-1680-43-4304 - COMPUTER MAINTENANCE/SERVICE FEES			6,150	
A-1680-R1289-R247 - GEN GOV DEPT INCOME MISC FEE/REIMBURSMNT	6,150			
A-3010-43-4301 - COMPUTER SUPPLIES			5,337	
A-3010-43-4302 - COMPUTER HARDWARE PURCHASES/LEASES			47,586	
A-3010-43-4303 - COMPUTER SOFTWARE PURCHASE/LEASE			18,345	
A-3010-43-4304 - COMPUTER MAINTENANCE/SERVICE FEES			62,805	
A-3010-R4389-R338 - FED AID PUBLIC SAFETY OTHER	134,073			
A-4320-41-42-4201 - OFFICE ADVERTISING			19,150	
A-4320-41-R4489-R167 - FED AID OTHR HEALTH DEPARTMENTAL AID	19,150			
A-6010-38-40-4013 - CONTRACT CONTRACT OTHER(*)			6,810	
A-6010-38-42-4201 - OFFICE ADVERTISING(*)			4,375	
A-6010-38-42-4201 - OFFICE ADVERTISING(*)			12,875	
A-7610-87-40-4001 - CONTRACT AGENCIES			2,500	
A-7610-87-42-4201 - OFFICE ADVERTISING			10,000	
A-7610-87-R4772-R392 - FED AID AGING PROGRM NYCONNECTS	10,000			
A-7610-88-R4772-R254 - FED AID AGING PROGRM NUTRITION	2,500			
A Fund Total	171,873	-	195,933	-

(*) To be funded from the Opioid Assigned Fund Balance



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6293

Agenda Date: 3/21/2024

Agenda #: 42.

Narrative of Resolution:

To fill one (1) vacancy on the Sunset Lake LDC

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY CATHERINE SCOTT TO APPOINT LOU SETREN TO THE SUNSET LAKE LOCAL DEVELOPMENT CORPORATION.

WHEREAS, on or about July 2, 2020, the Sullivan County Legislature authorized the establishment of a not-for-profit Local Development Corporation under Section 1411 of the Not-For-Profit Corporation Law of the State of New York (the “LDC Act”), by Resolution 252-20, to ultimately transfer the subject real property, commonly known as the Care Center at Sunset Lake for contemplated Lease or sale; and

WHEREAS, the County Legislature desires to ensure the continued operation of the Care Center at Sunset Lake as well as maintaining the 146 beds within Sullivan County, therefore the County desires to examine the possible eventual lease or sale of the Care Center at Sunset Lake to a private entity to facilitate redevelopment of the facility to provide improved services in a modern, efficient, and economical setting, and

WHEREAS, The Sunset Lake Local Development Corporation as created under the July 2, 2020 resolution provided for three (3) board members, and at the meeting of the Sullivan County Legislature on August 13, 2020, a resolution was passed increasing the number of Board Members on the LDC from 3 members to 5 members; and

WHEREAS, the terms of the members of the LDC, members according to Resolution 321-20 passed, on August 20, 2020, established at three (3) years;

WHEREAS, there is currently one vacancy on the board; and

WHEREAS, residents and families have not had any representation during this process or on this board;

NOW THEREFORE BE IT RESOLVED, that the Seat of the Board of the Sunset Lake LDC shall be deemed vacant; and

BE IT FURTHER RESOLVED, that the vacancy on the board of the Sunset Lake, LDC, shall be held for a term of three years, commencing March 21, 2024, by Lou Setren.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6224

Agenda Date: 3/21/2024

Agenda #: 43.

Narrative of Resolution:

The future Callicoon Park requires survey work, wetland delineation, design and engineering services. The County has secured a grant from the National Fish and Wildlife Foundation and funds are available in this grant to cover additional costs associated with the work to be done at the park.

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

Amount to be authorized by Resolution: \$105,460

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: A-7110-230-40-4006

Click or tap here to enter text.

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE MODIFICATION OF A CONTRACT WITH FISHER ASSOCIATES FOR DESIGN AND ENGINEERING SERVICES

WHEREAS, pursuant to Resolution No. 10-23, Fisher Associates, P.E., L.S., L.A., D.P.C. was awarded a contract in accordance with #R-22-23 for a term of three years, to assist with design engineering and permitting services for existing Sullivan County parks including Lake Superior State Parks, D&H Canal Linear Park and Interpretive Center, Stone Arch Bridge Historical Park, Minisink Battleground Park, Livingston Manor Covered Bridge Park, Fort Delaware Museum of Colonial History, and the Sullivan County Cultural Center (Museum); and

WHEREAS, resolution 249-23 authorized funding to support this agreement in an amount not to exceed \$65,000 for design and engineering services at Lake Superior State Park; and

WHEREAS, resolution 308-23 authorized funding in the amount of \$75,000 to add design, engineering and permitting services related to the development of a 38-acre parcel in the Town of Delaware, located along the Delaware River (future Callicoon Park); and

WHEREAS, Sullivan County (“County”) wishes to authorize additional funding to complete survey work, wetland delineation, design, engineering and permitting for the future Callicoon Park in an amount not to exceed \$105,460, increasing the total amount of funding authorized for this contract to \$245,460 including previously authorized work; and

WHEREAS, the additional funding authorized by this resolution will be fully funded through a grant with the National Fish and Wildlife Foundation (NFWF).

NOW, THEREFORE, BE IT RESOLVED, that Sullivan County Legislature authorizes the County Manager to execute a modification to the original agreement with Fisher Associates, P.E., L.S., L.A., D.P.C. to include

additional funding to support the agreement in an amount not to exceed \$105,460 for survey work, wetland delineation, design, engineering and permitting, in accordance with the Fee Schedule included in the original contract.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6225

Agenda Date: 3/21/2024

Agenda #: 44.

Narrative of Resolution:

The County provides assistance to partner municipalities for projects on the O&W Rail Trail. The Town of Rockland has opted to hire their own engineer. This is to authorize the reimbursement for these services.

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

Amount to be authorized by Resolution: \$300,000

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: O&W Rail Trail Fund Balance

Click or tap here to enter text.**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE AN INTERMUNICIPAL AGREEMENT WITH THE TOWN OF ROCKLAND FOR REIMBURSEMENT OF COSTS RELATED TO DESIGN AND ENGINEERING SERVICES FOR THE DEVELOPMENT OF THE O&W RAIL TRAIL**

WHEREAS, completing the development of the Sullivan O&W Rail Trail (the “Trail”) has been identified as a high priority for Sullivan County, and the County has established a dedicated fund balance to advance this priority; and

WHEREAS, the Town of Rockland, the Town of Liberty and the County are partners in the improvement of the “Livingston Manor - to - Parksville Section”, and have worked with a consultant to complete design concepts for this section of trail;

WHEREAS, the Town of Rockland has issued an RFP and selected a consultant to complete the design and engineering services for the trail section extending from Rotary Park, Livingston Manor to the Little Beaverkill Gap; and

WHEREAS, the County has provided assistance to partner with municipalities in the development of the O&W Rail Trail by providing funding for design and engineering services, and wishes to provide such assistance to the Town of Rockland for the above said section of the trail; and

WHEREAS, the estimated cost of design and engineering services for the trail segment between Rotary Park and the Little Beaverkill Gap in \$300,000; and

WHEREAS, each of the County and the Town is authorized to enter into this Agreement pursuant to General Municipal Law Article 5-G.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature authorizes the County Manager to execute an intermunicipal agreement with the Town of Rockland for reimbursement of the cost of design and engineering services to be completed on the O&W Rail Trail segment from Rotary Park to Sonoma Falls near Livingston Manor, New York, in such form as the County Attorney shall approve, in an amount not to exceed \$300,000.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6235

Agenda Date: 3/21/2024

Agenda #: 45.

Narrative of Resolution:

Authorize contract with CSG Forte for credit card services

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY MANAGEMENT AND BUDGET COMMITTEE TO AUTHORIZE CONTRACT WITH CSG FORTE FOR CREDIT CARD PROCESSING

WHEREAS, for over ten years, the Sullivan County Division for Solid Waste has used industry-specific waste management software known as “WasteWorks” which is supported by Carolina Software, Inc.; and

WHEREAS, “WasteWorks” now offers integrated credit card processing which would streamline the process of credit card payments made at the Sullivan County Landfill and transfer stations. This integrated credit card processing would also provide completely secure and encrypted EMV chip card processing. In addition, this integrated system will greatly reduce the time that is currently required to process a credit card payment, which is both a benefit to both the County and to its solid waste customers; and

WHEREAS, “WasteWorks” uses a third party company, CSG Forte, as its credit card processing company. Like the County’s current credit card processing company, CSG Forte offers the same convenience fee option which passes on credit card fees to the consumer; and

WHEREAS, both the Sullivan County Department of Public Works Division of Solid Waste and the Treasurer’s Office agree that it is in the best interest of the various solid waste sites to utilize this integrated credit card processing.

NOW THEREFORE, BE IT RESOLVED that the County Manager is hereby authorized to execute a Contract with CSG Forte, at no cost to the County, in such form as may be approved by the Sullivan County Attorney.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6237

Agenda Date: 3/21/2024

Agenda #: 46.

Narrative of Resolution:

Calling on Governor and NYS Legislature to take over cost of Health Insurance for Community College employees

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.

Specify Compliance with Procurement Procedures:

Narrative of Resolution:

Urging the development of an equitable county chargeback formula and take over health insurance for community colleges

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE CALLING ON THE GOVERNOR AND LEGISLATURE TO SUPPORT COMMUNITY COLLEGES, URGING THEM TO DEVELOP AN EQUITABLE COUNTY CHARGEBACK FORMULA, AND URGING THEM TO TAKE OVER THE COST OF HEALTH INSURANCE FOR COMMUNITY COLLEGES AS THEY DO FOR FOUR YEAR SUNY SCHOOLS

WHEREAS, under state law, funding for community colleges is to be provided through state aid, a county sponsor contribution, and student tuition and fees; and

WHEREAS, the establishment and continued operation of a statewide community college system was based on an ongoing state aid funding commitment of at least one third, and up to 40 percent, of community college operating costs; and

WHEREAS, the state funding amount has declined over the years and is now below their historic one-third commitment, and far short of 40 percent; and

WHEREAS, this year the Executive State Budget proposes to maintain a funding floor for community colleges at 100 percent of prior year funding, up from the 98 percent floor enacted in FY 2022; and

WHEREAS, without this funding floor, community colleges would face a \$138 million (22 percent) loss in formula aid due to enrollment declines; and

WHEREAS, the Governor’s proposal is contingent to the following language: “... provided further that up to 20 percent of the amount of aid authorized pursuant to this appropriation shall be payable subject to a plan developed by the State University of New York and approved by the director of the budget with actions necessary for community colleges to undertake in order to operate without reliance on the base aid funding floor in future years;” and

WHEREAS, if the Governor’s proposed budget and proposal to hold back needed operating funds remains unchanged, our community colleges will lose millions of dollars in base State Aid, as well as even more funding if 20 percent of the aid was held for a period of time or indefinitely; and

WHEREAS, a significant portion of the operating cost for community colleges is related to the cost of health insurance, and

WHEREAS, the Sullivan County Legislature requests that the State pay for community college health insurance costs as they do for the four-year SUNY schools; and

WHEREAS, many community colleges are at a crossroads because they are facing a decade of declining enrollment due to overall state population loss and a dramatic decline in K-12 students, more competition from 4-year schools due to special tuition aid provided by the state, forcing them to ask county sponsors and students to pay more, with county chargebacks rising at an unsustainable pace.

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature applauds the Governor for proposing to implement a funding floor for community colleges; and

BE IT FURTHER RESOLVED, the Sullivan County Legislature does not support the governor’s budget language that allows the state to defer passing through 20 percent of the base funding until SUNY and the Division of Budget develop plans that require community colleges to find ways to maintain operations without the 100 percent spending floor in future years as it could severely undermine current year operations; and

BE IT FURTHER RESOLVED, SUNY should continue to work closely with community colleges to develop innovative solutions to attract and support students during these challenging times, such as providing cybersecurity curriculum, cannabis management, and specific regional industry workforce development; and

BE IT FURTHER RESOLVED, the Sullivan County Legislature calls on the State University of New York (SUNY) to develop a more equitable funding methodology for community college chargebacks for counties sending residents to colleges outside of their border; and

BE IT FURTHER RESOLVED, the Sullivan County Legislature calls on the New York State Legislature to include funding in the State budget to take over the cost of health insurance costs at all community colleges; and

BE IT FURTHER RESOLVED, the Clerk to the Sullivan County Legislature shall forward copies of this resolution to Governor Kathy Hochul, the New York State Association of Counties and all others deemed necessary and proper.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6255

Agenda Date: 3/21/2024

Agenda #: 47.

Narrative of Resolution:

To authorize a Worksite Agreement between the County of Sullivan (County) and the Center for Workforce Development (CWD).

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

Amount to be authorized by Resolution: 0.00

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE AN AGREEMENT BETWEEN THE COUNTY OF SULLIVAN (COUNTY) AND THE CENTER FOR WORKFORCE DEVELOPMENT (CWD)

WHEREAS, there is a required Cooperative Agreement between the Sullivan County Department of Social Services (DSS) and the Sullivan County Center for Workforce Development (CWD) to administer the Welfare to work program, and

WHEREAS, a work experience provides eligible clients the opportunity to gain work skills in a real work setting, and

WHEREAS, the County has numerous departments that may provide suitable work experience opportunities, and

WHEREAS, a Worksite Agreement is required between the CWD and the County to be in compliance with regulations.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute a Worksite Agreement with the Center for Workforce Development, and this Worksite Agreement will remain in effect year over year unless changes in writing are requested, and is subject to the annual MOU between DSS and CWD.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6269

Agenda Date: 3/21/2024

Agenda #: 48.

Narrative of Resolution:

To correct a Resolution between the County of Sullivan and HC Staffing & Training, LLC

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

Amount to be authorized by Resolution: 45,000.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO CORRECT RESOLUTION #109-24 BETWEEN THE COUNTY OF SULLIVAN AND HC STAFFING & TRAINING, LLC

WHEREAS, Resolution #109-24 was approved by the County Legislature on February 15, 2024 to authorize an Agreement between the County of Sullivan and HC Staffing & Training, LLC to provide instruction and certifications for Home Health Aide (HHA) and Certified Nursing Assistant (CNA) programs; and

WHEREAS, the correction being requested is that this Agreement will not be renewable for up to four (4) additional years. This Agreement will only be for the period of January 1, 2024 through December 31, 2024, at which time the Agreement will end; and

WHEREAS, all other information contained in Resolution #109-24 will remain the same; and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute an agreement with HC Staffing & Training, LLC, in an amount not to exceed \$45,000 annually for the period of January 1, 2024 through December 31, 2024, and said agreement is to be in the form approved by the County Attorney, and contingent upon County funding.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6270

Agenda Date: 3/21/2024

Agenda #: 49.

Narrative of Resolution:

Reappoint Election Commissioners Deanna M. Senyk and Lori Benjamin

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO REAPPOINT ELECTION COMMISSIONERS DEANNA M. SENYK (DEMOCRAT) AND LORI BENJAMIN (REPUBLICAN) FOR THE TERM BEGINNING JANUARY 1, 2025 AND ENDING ON DECEMBER 31, 2028

WHEREAS, both the Sullivan County Democratic Committee and the Sullivan County Republican Committee have certified to the County Legislature that Deanna M. Senyk and Lori Benjamin are both a fit and proper person to be reappointed as Commissioner of Elections representing the Democratic and Republican Parties.

NOW, THEREFORE, BE IT RESOLVED, that both Deanna M. Senyk (Democrat Election Commissioner) and Lori Benjamin (Republican Election Commissioner) be and hereby are both reappointed as Commissioner of Elections for a period of four years commencing January 1, 2025 through December 31, 2028.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6272

Agenda Date: 3/21/2024

Agenda #: 50.

Narrative of Resolution:

In Recognition of Dr. Joseph Nebzydoski’s Commitment to Animal Health and Public Safety

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

Amount to be authorized by Resolution: \$0

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

**In Recognition of Dr. Joseph Nebzydoski’s Commitment to
Animal Health and Public Safety**

WHEREAS, Rabies is 100% fatal once the virus has entered the nervous system; and

WHEREAS, post exposure prophylactic treatment for a person bitten by an animal that cannot be monitored is painful, expensive, and involves up to four weeks of vaccinations; and

WHEREAS, Dr. Joseph Nebzydoski, owner of Youngsville Veterinary Clinic, has consistently and reliably supported the Disease Surveillance and Investigations Rabies Prevention Program by taking in potentially rabid bats, wildlife and domesticated animals, and furthermore humanely euthanizing, prepping and shipping them to the state laboratory for rabies testing, thus saving the County thousands of dollars in rabies post exposure vaccination costs; and

WHEREAS, Dr. Joseph Nebzydoski, has vaccinated hundreds (if not thousands) of pets at Sullivan County Department of Public Health Rabies Vaccination Clinics; and

WHEREAS, Dr. Joseph Nebzydoski has worked above and beyond to aide in the testing of potentially rabid animals and preventing the spread of rabies within the domestic animal population; and

WHEREAS, without testing a potentially rabid animal or vector borne species, an exposed person would need to receive post exposure prophylactic treatment; and

WHEREAS, without being up to date on rabies vaccines, the domesticated animals of Sullivan County could be at risk of contracting rabies; and

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Public Health and the Legislature wishes to recognize, thank and honor Dr. Joseph Nebzydoski for his outstanding commitment, reliability and dedication to animal health and public safety in Sullivan County



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6274

Agenda Date: 3/21/2024

Agenda #: 51.

Narrative of Resolution:

Exercise the right to change the terms of the Repurchase Program in 2024

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO EXERCISE THE RIGHT TO CHANGE THE TERMS OF THE REPURCHASE PROGRAM IN 2024

WHEREAS, the Sullivan County Treasurer (“Treasurer”) as the Real Property Tax Law Article 11 Enforcing Officer is currently engaged in a foreclosure proceeding regarding the 2022 tax liens; and

WHEREAS, the original redemption date for the 2022 tax lien foreclosure proceeding is April 1, 2024; and

WHEREAS, pursuant to Sullivan County Code § 164-8 (B) (1) the County may conduct a repurchase program after the expiration of the redemption date to commence on March 1st and expire on April 20th in any year the Sullivan County Legislature (“Legislature”) chooses to conduct a repurchase program; and

WHEREAS, pursuant to Sullivan County Code § 164-8 (B) (5) the Legislature reserves the right to change the terms of the repurchase program in any given year; and

WHEREAS, the Legislature believes it is in the best interest of the County, and in particular the owners of real property situate in Sullivan County, to extend the repurchase program for 2024, from April 20, 2024 to a date that is fourteen (14) days prior to the date scheduled by the County for the auction of parcels of real property acquired by the County pursuant to its Article 11 foreclosure proceeding.

NOW THEREFORE BE IT RESOLVED, pursuant to the authority of Sullivan County Code § 164-8 (B) (5) the Legislature exercises its discretion to change the terms of the repurchase program in 2024, by extending the expiration date of the repurchase program from April 20, 2024 until a date that is fourteen (14) days prior to the date the County schedules for its auction of parcels of real property acquired pursuant to its Article 11 foreclosure proceeding; and

BE IT FURTHER RESOLVED, that the Treasurer shall be vested with the authority to administer the repurchase program in 2024, until a date that is fourteen (14) days prior to the date the County schedules for its auction of parcels of real property acquired pursuant to its Article 11 foreclosure proceeding.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6276

Agenda Date: 3/21/2024

Agenda #: 52.

Narrative of Resolution:

Adopt the Revised Fixed Asset and Equipment Policy for the County of Sullivan

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.

Specify Compliance with Procurement Procedures:

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO ADOPT THE REVISED
FIXED ASSET AND EQUIPMENT POLICY FOR THE COUNTY OF SULLIVAN**

WHEREAS, pursuant to Resolution 447-21 adopted by the Sullivan County Legislature on November 18, 2021, the County adopted the revised Fixed Asset and Equipment “Policy”; and

WHEREAS, amendments to the Policy have been recommended; and

WHEREAS, said amendments are incorporated into an amended Policy attached hereto and made a part of.

NOW, THEREFORE, BE IT RESOLVED, that the attached amended Policy be formally adopted and made effective as of January 1, 2023.



Fixed Assets and Equipment Policy & Procedure

Effective 1/1/2023

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I. PURPOSE

Sullivan County has a significant investment in capital assets such as land, buildings, machinery, and infrastructure. In order to ensure accurate financial reporting, accountability, and operational efficiencies in managing these assets, the County has implemented this policy. Sullivan County makes valuable use of their assets in pursuing individual department missions. The County will utilize an appropriate computer software to effectively account for its capital assets. Additionally, regardless of the cost of an asset, department heads are responsible for tracking and safeguarding all assets within their respective departments. The following policies set guidelines for County personnel to follow in order to accurately account for the County's capital assets.

II. POLICY

Sullivan County will capitalize assets that cost or have a Fair Market Value (FMV) value of \$25,000 or greater at the time of acquisition, and a useful life that extends beyond one reporting period. The County will also capitalize all vehicles, regardless of the dollar amount. These assets are defined as *fixed assets*. Legal responsibilities require the County to record and account for all fixed assets on a regular basis.

III. AUTHORITY

County management is responsible for the physical and reporting control of Sullivan County's fixed assets and equipment. The County Manager has assigned the Office of Audit & Control to oversee this process and to perform inventories of all equipment for internal control purposes.

IV. FIXED ASSETS and SIX CLASSES DEFINED

Fixed Assets and Equipment– Items that have a value of \$25,000 or greater, any vehicle regardless of dollar amount and has a useful life that extends beyond one reporting period. Fixed assets will be capitalized and depreciated according to GAAP.

There are six classes of fixed assets that are required to be reported in compliance with GASB statement 34:

1. Land – Solid part of earth's surface which includes easements and right of ways.

2. Land Improvements – Improvements that are made to land to increase the value or useful life. (i.e. fencing, trails, retaining walls, yard lighting)
3. Buildings – Any roofed structure that is used to shelter (permanent or temporary) people, animals, equipment, plants, or machinery. Any renovation that is made to a building and adds to the useful space or extends the useful life of the structure is considered a fixed asset.
4. Machinery and Equipment – This includes assets that tend to be moveable in nature. Moveable assets would be any machinery or equipment that is not permanently attached to a building.
5. Infrastructure – Long lived assets that normally are stationary in nature and normally can be preserved for a significantly greater number of years than most fixed assets. They could include bridges, roads, drainage systems, dams, and water systems.
6. Construction in Progress – Uncompleted capital projects involving the construction or installation of buildings, building improvements, roadways, bridges, large computer or telecommunications systems, etc. Expenditures of incomplete construction projects are capitalized, but will not start to depreciate until project completion.

V. FIXED ASSET VALUATION

Sullivan County has four classes for valuing fixed assets, based upon how they were acquired.

1. Purchased Assets – This includes the purchase price of the asset plus any ancillary charges incurred as part of putting the asset into service at its intended location. Ancillary charges include charges that are directly attributable to the asset acquisition such as freight and transportation costs, professional fees, set-up fees, and site preparation costs.
2. Donated Assets – The asset has no purchase or construction cost, however, the asset needs to be recorded at its FMV at the time of acquisition plus any ancillary charges incurred to put the asset in service.

3. **Leased Assets** – A leased asset is defined as an asset obtained through a contract that conveys control of the right to use another entity’s asset as specified in the contract for a period of time in an exchange-like transaction. Sullivan County records leases in accordance with GASB 87. Sullivan County records subscription-based information technology arrangements (“SBITAs”) in accordance with GASB 96. (See section X for policy details)
4. **Infrastructure Assets** – Expenditures that extend the useful life of the infrastructure asset or improves its efficiency or capacity, need to be added to the historical cost. Expenditures that do not meet these tests should be reported as repairs/maintenance.

NOTE*

Grant Funded Assets or Purchases -Special attention may need to be given to assets received through a grant or as a gift, as additional procedures may need to be followed to properly record, monitor, transfer or dispose of the asset. Pursuant to grant guidelines, grant funded assets may be required to be tagged and tracked at lower thresholds, or inventory counts may be required at specific intervals. It is the grant recipient’s responsibility to adhere to all grant-related requirements for the asset.

VI. RECORDING, TAGGING, TRANSFERRING & DISPOSING OF ASSETS

The Office of Audit & Control will record all assets at the time the asset is inventoried and tagged. The tags will have a barcode and number that is unique to that asset. The Asset ID Tags will need to be placed in an area where the tag will not be damaged in the normal use of the asset. The location of the tag will be noted in the County’s records when practical.

All transfers and disposals will be recorded upon receiving the appropriate documentation. All fixed assets that will be moved or transferred need to be accompanied by an Asset Transfer Form. Transfers will not be authorized without the form. The purpose of the Asset Transfer Form will be to maintain an accurate and current record of the location of all fixed assets, which needs to be done for compliance. Once the Asset Transfer Form is authorized by the department head and the asset is transferred, the form must be timely forwarded to the Office of Audit & Control.

Assets will eventually need to be removed from the County records for any one of a number of reasons. Disposing of an asset may be required due to its sale, scrapping, disappearance (lost or stolen), fire or flood.

Prior to disposal, an Asset Disposal Form will need to be completed in its entirety and forwarded to the Office of Audit & Control. The Asset Disposal Form will have all pertinent information related to the asset being disposed of. Assets that are still in satisfactory working condition should be made available to other county departments, for further utilization, before completing an Asset Disposal Form.

Assets that are disposed of due to “disappearance” may require additional reports for the police dept. and/or insurance companies.

VII. PERSONAL USE

Assets purchased by, or donated to, Sullivan County are the property of Sullivan County and **ARE NOT** permitted for personal use.

The County is dedicated to safeguarding its assets, and to ensure the proper use of County assets, any County employee or resident who believes they see improper use of a County asset are encouraged to call the Office of Audit and Control at 845-807-0547 or call the Compliance Hotline at 1-833-955-1559 to report the incident. The information will be utilized to investigate the allegation.

VIII. PHYSICAL INVENTORY

Periodically, every department will be required to take part in a physical inventory of their assets, which will be performed under the direction of the Office of Audit & Control. Any discrepancies will be addressed at the end of the inventory.

Once the inventory is complete, the employee(s) working with staff to perform the inventory will be required to sign off on the report. Any discrepancies will be discussed with the department head. Upon completion of physical inventory, a report will be provided to the County Manager.

IX. RESPONSIBILITIES

The responsibility each Department and/or Department Head has in relation to the Fixed Assets and Equipment Policy & Procedures are as follows:

1. Read and understand the Fixed Assets and Equipment Policy & Procedures.
2. Secure an area where all incoming assets, that meet the tagging requirements, **MUST** remain until they are properly tagged and inventoried by an authorized individual. Assets should not be put into service until they have been accounted for. Weekly, scheduled times will be set up to have assets tagged and inventoried.

Contact the Office of Audit & Control if there is an emergency and the asset needs to be put into service immediately. Arrangements will be made to accommodate these situations when practical.

3. Department heads are required to communicate asset transfers and disposals to appropriate personnel (as outlined in this policy).
4. Department heads are required to inform the Office of Audit & Control as soon as possible if any asset tags become illegible, loose, missing or hinder the asset from being used for its intended purpose.
5. Department heads are responsible for tracking and safeguarding **all assets, regardless of cost**, in their respective departments.

****NOTE** The Adult Care Center follows this policy as well as their own internal policy which is geared towards the health care industry and the maximization of reimbursement rate calculations.

X. GASB DETAILS

1. GASB 87 -LEASE VALUATION AND POLICY FOR ACCOUNTING FOR LEASES

PURPOSE: Establishes the County's policy for leases in accordance with Governmental Accounting Standards Board (GASB) Statement No. 87 concerning leases. The Statement defines a lease as a contract that conveys control of the right to use another entity's nonfinancial asset as specified in the contract for a period of time in an exchange or exchange-like transaction. Any contract meeting this definition should be accounted for under the guidance contained in this statement.

Qualifying leases:

For the purposes of this policy, the following assets are examples of qualifying leases:

- a) Office Space/Buildings/Facilities
- b) Land/Easements
- c) Equipment/Machinery
- d) Vehicles

Excluded leases:

For the purposes of this policy, the following assets are examples of non-qualifying leases:

- a) Short-term leases – less than 12 months.
- b) Leases of intangible assets, including rights to explore for or to exploit natural resources such as oil, gas, and minerals and similar nonregenerative resources; licensing contracts for items such as motion picture films, video recordings, plays, manuscripts, patents, and copyrights; and licensing contracts for computer software. In sublease transactions, however, this Statement does apply to the intangible right-to-use assets that are created by the original leases of tangible underlying assets.
- c) Leases of biological assets, including timber, living plants, and living animals.
- d) Leases of inventory.
- e) Contracts that meet the definition of a service concession arrangement in paragraph 4 of Statement No. 60, Accounting and Financial Reporting for Service Concession Arrangements.
- f) Leases in which the underlying asset is financed with outstanding conduit debt, unless both the underlying asset and the conduit debt are reported by the lessor.
- g) Supply contracts, such as power purchase agreements.

THRESHOLD AMOUNT: \$100,000. The County is utilizing a lease dollar value of \$100,000 for compliance with Statement No. 87. This amount is calculated using the present value of all future lease payments including all optional extensions.

If the County is the “Lessee”:

- a) The lease liability is measured as the present value of future lease payments under the expected term of the lease (including any expected renewals).
- b) The lease asset (an intangible asset) should initially equal the lease liability plus any payments made to the lessor at or before the commencement of the term; amortized over the shorter of the lease term and the asset’s useful life.
- c) The lease liability is reduced over time as lease payments are made with a portion of the payments comprised of a current interest expense and the remainder is a reduction of the liability.
- d) The lease liability and payments will be accounted for in the Debt Service Fund.

If the County is the “Lessor”:

- a) The County recognizes a lease receivable and an offsetting deferred inflow of resources representing the future lease payments.
- b) The lease receivable is measured at the present value of lease payments expected to be received.
- c) The deferred inflow of resources will equal the value of the lease receivable plus any payment received at or before the lease term commences.
- d) The County should recognize interest revenue on the lease receivable and an inflow of resources from the deferred inflows of resources.

If a lease involves multiple underlying assets, lessees and lessors should account for each underlying asset as a separate lease contract.

Leases should be recognized and measured using the facts and circumstance that exist at the beginning of the period of implementation.

DEPARTMENTS’ RESPONSIBILITIES: The Office of Audit & Control **must be notified immediately by the contracting department** when any lease is entered into or modified by the County, whether the County is the lessor or lessee. The department shall provide the Office of Audit & Control with a copy of the lease and the legislative resolution authorizing the lease as approved by the County Legislature.

DISCLOSURES/ NOTES TO THE FINANCIAL STATEMENTS:

To comply with Statement 87, a department, in coordination with its lessor, should provide adequate information to the Office of Audit & Control in order to facilitate the disclosure of the following information in the County’s annual audited/published financial statements:

- a) A general description of its leasing arrangements, including (1) the basis, terms, and conditions on which variable payments not included in the measurement of the lease liability are determined; and (2) the existence, terms, and conditions of residual value guarantees provided by the lessee not included in the measurement of the lease liability.
- b) The total amount of lease assets, and the related accumulated amortization, disclosed separately from other capital assets.

- c) The amount of lease assets by major classes of underlying assets, disclosed separately from other capital assets.
- d) The amount of outflows of resources recognized in the reporting period for variable payments not previously included in the measurement of the lease liability.
- e) The amount of outflows of resources recognized in the reporting period for other payments, such as residual value guarantees or termination penalties, not previously included in the measurement of the lease liability.
- f) Principal and interest requirements to maturity, presented separately, for the lease liability for each of the five subsequent fiscal years and in five-year increments thereafter.
- g) Commitments under leases before the commencement of the lease term.
- h) The components of any loss associated with an impairment (the impairment loss and any related change in the lease liability, as discussed in paragraph 34 of Statement 87).

2. ACCOUNTING FOR SUBSCRIPTION-BASED IT ARRANGEMENTS IN ACCORDANCE WITH GASB 96

PURPOSE: Establishes the County's policy for SBITAs in accordance with Governmental Accounting Standards Board (GASB) Statement No. 96 concerning subscription-based IT arrangements.

Qualifying SBITAs:

The Statement defines a SBITA as a contract that conveys control of the right to use another party's information technology (IT) software, alone or in combination with tangible capital assets, as specified in the contract for a period of time in an exchange or exchange-like transaction. Any contract meeting this definition should be accounted for under the guidance contained in this statement.

Qualifying SBITAs commonly include IT software that includes provisions such as remote access to software applications or cloud data storage and allows for temporary use that ends when the subscription expires.

For purposes of this policy, the following are examples of potential SBITAs¹:

- a) Accounting software
- b) Microsoft
- c) Cisco

Terminology:

“Control of the right to use” – requires both a right to obtain present service capacity from the use of the underlying IT assets and the right to determine the nature and manner of use of the underlying IT assets.

“Period of time” – the subscription term is the period of time that the government has a noncancellable right to use the underlying IT assets plus any periods that the government or vendor have the option to extend the contract and it is reasonably certain that the option will be exercised.

Excluded SBITAs:

For the purposes of this policy, the following are examples of non-qualifying SBITAs:

- Short-term SBITAs. A SBITA is considered short-term if, at commencement of the subscription term, it has a maximum possible term under the SBITA contract of 12 months (or less), including any options to extend, regardless of their probability of being exercised.
- Contracts that convey control of the right to use another party’s combination of IT software and tangible capital assets that meets the definition of a lease in Statement No. 87, *Leases*, in which the software component is insignificant when compared to the cost of the underlying tangible capital asset.
- Governments that provide the right to use their IT software and associated tangible capital assets to other entities through SBITAs.
- Contracts that meet the definition of a public-private or public-public partnership as defined in GASB No. 94, *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*.
- Licensing arrangements that provide a perpetual license to governments to use a vendor’s computer software.

THRESHOLD AMOUNT: \$50,000. The County is utilizing a SBITA dollar value of \$50,000 for compliance with Statement No. 96. This amount is calculated using the present value of all future SBITA payments including all optional extensions.

If the County has a qualifying SBITA:

1. The subscription asset should be initially measured as the sum of:
 - a. The initial subscription liability amount;
 - b. Payments made to the SBITA vendor before commencement of the subscription term; and
 - c. Capitalizable implementation costs, less any incentives received from the SBITA vendor at or before the commencement of the subscription term.
2. The subscription liability should be recognized at the commencement of the subscription term, which is when the subscription asset is placed into service. The subscription liability should be initially measured at the present value of

subscription payments expected to be made during the subscription term. Future subscription payments should be discounted using the interest rate the SBITA vendor charges the County, which may be implicit, or the County's incremental borrowing rate if the interest rate is not readily determinable.

3. The SBITA liability is reduced over time as payments are made, with a portion of the payments comprised of a current interest expense and the remainder is a reduction of the liability.
4. The SBITA liability and payments will be accounted for in the applicable governmental fund or enterprise fund.

If a SBITA contract contains multiple components, the County should account for each component separately as a subscription component or non-subscription component and allocate the contract price to the different components. If it is not practicable to determine a best estimate for price allocation for some or all components in the contract, the County should account for those components as a single SBITA.

Periods for which both the government and the SBITA vendor have an option to terminate without permission from the other party are cancelable periods and are excluded from the subscription term.

DEPARTMENTS' RESPONSIBILITIES: The Office of Audit & Control **must be notified immediately by the contracting department** when any SBITA is entered into or modified by the County. The department shall provide the Office of Audit & Control with a copy of the SBITA agreement or copy of purchase order, with detailed information on specific terms agreed upon, and the legislative resolution authorizing the SBITA as approved by the County Legislature.

XI. DEFINITIONS

The following definitions are to be used solely with this policy:

Accumulated Depreciation – Total depreciation expense since the acquisition of the asset.

Acquisition Cost – The total cost/value of an asset at the time of acquisition. This includes all ancillary charges. (i.e. shipping, professional fees, set up, site preparation, etc). If it was donated, then the value is the FMV plus any ancillary charges.

Asset ID – This is a tag (with a number and barcode) that is affixed to the asset at the time it is inventoried. The barcode and number are unique to each asset.

Building – Any roofed structure that is used to shelter (permanent or temporary) people, animals, equipment, plants, or machinery.

Construction in Progress – Uncompleted capital projects involving the construction or installation of buildings, improvements, roadways, bridges, large computer or telecommunications systems, etc.

Depreciation – The decline in value of an asset over its useful life.

Disposal – The removal of an asset from inventory. This could be due to sale, scrapping, theft, lost, fire, etc. *An Asset Disposal Form must be completed prior to disposal.*

Expense – A charge incurred for the current fiscal period.

Fair Market Value (FMV) – The reasonable value given to an asset that you could expect to receive if sold. Fixed assets should have a qualified appraisal if there is no historical cost.

Fixed Asset – A vehicle of any value, or an asset that has a minimum acquisition cost of \$25,000, and will have a useful life that extends beyond one reporting period.

GAAP – Generally Accepted Accounting Principles are the rules and guidelines that must be followed when reporting financial information.

GASB – Government Accounting Standards Board, which are additional rules that must be followed by governmental agencies when reporting financial information.

Infrastructure – Long lived assets that normally are stationary in nature and can normally be preserved for a significantly greater number of years than most capital assets.

Intangible Asset – Assets that have no physical substance.

Land – Solid part of earth’s surface, easements, right of ways

Land Improvements – Enhancements made to land to increase the value or useful life.

Machinery & Equipment – Assets that are normally moveable in nature

Renovations – Construction to an existing facility that changes and/or improves the function of all or part of the building. Renovations will only be capitalized if useful space was added or useful life was extended.

Tangible Asset – Assets that have physical substance.

Transfer – The relocation of an asset from one department to another. *An Asset Transfer Form must be completed at the time the asset is to be relocated.*

Useful Life – The period of time for which the asset is estimated to remain functional and useful for its intended purpose.

*Note - The useful life of the County’s assets is used for depreciation purposes only, and determined using the standards established by the NYS Office of General Services, industry standards or generally accepted useful lives. For bonding purposes, the period of probable usefulness is determined by the New York Local Finance Law.

XII. FORMS

Asset Disposal Form

Asset Transfer Form

Asset Disposal Form

County Asset ID# _____

Make of Asset _____

Model# _____

Serial# _____

Description of Asset _____

Location of Asset _____

Use of Asset _____

Was Asset Originally Acquired Through a Grant? Yes: _____ No: _____

Was asset made available for transfer? _____

Reason for Disposal _____

Disposal Method _____

Requested by: _____ Date: _____

Dept: _____

Supervisor's authorization: _____ Date: _____

Dept. Head authorization: _____ Date: _____

Note: Please attach photo

<i>For Office Use Only</i>
Date Received/Authorized Signature:
Date Processed/Authorized Signature:

Asset Transfer Form

County Asset ID# _____

Make of Asset _____

Model# _____

Serial# _____

Description of Asset _____

Current Location of Asset _____

Proposed Location of Asset _____

Use of Asset _____

Was Asset Originally Acquired Through a Grant? Yes: _____ No: _____

Reason for Transfer _____

Requested by: _____ Date: _____

Dept: _____

Supervisor's authorization: _____ Date: _____

Note: Please attach photo

For Office Use Only

Date Received/Authorized Signature:

Date Processed/Authorized Signature:



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6277

Agenda Date: 3/21/2024

Agenda #: 53.

Narrative of Resolution:

To Enter into an Agreement with NACCHO to accept grant funds to support MRC

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

Amount to be authorized by Resolution: \$5000.00

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

**INTRODUCED BY THE EXECUTIVE COMMITTEE
TO AUTHORIZE APPROVAL FOR THE SULLIVAN COUNTY DEPARTMENT OF PUBLIC HEALTH
SERVICES TO APPLY FOR AND ENTER INTO AN AGREEMENT WITH THE NATIONAL ASSOCIATION
OF COUNTY AND CITY HEALTH OFFICIALS (NACCHO) TO ACCEPT GRANT FUNDS TO SUPPORT THE
MEDICAL RESERVE CORPS**

WHEREAS, The National Association of County and City Health Officials (NACCHO), the voice of the country’s nearly 3,000 local health departments, has announced funding opportunities for 2024 Medical Reserve Corps (MRC) Operational Readiness Awards (ORA) to build MRC response capabilities (Tier 1) or strengthen MRC response capabilities (Tier 2); and

WHEREAS, In January 2021, the Sullivan County legislature approved a resolution to create a volunteer Sullivan County Medical Reserve Corps to help the county to respond to the public health emergency of COVID -19 and future public health needs, the purpose of the MRC is to supplement the Department’s personnel with volunteers that are medically trained and non-medically trained from the community; and

WHEREAS, In October 2021, the Sullivan County MRC received official Federal approval and became a registered unit in the MRC program under the Office of the Surgeon General; and

WHEREAS, SCPHS would like permission to apply for the NACCHO grant and if awarded, accept funding of up to \$5,000 to build and strengthen MRC response capabilities to meet local response needs and evolving response missions; and

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager or Chairman of the County Legislature to execute any and all necessary documents to submit the application for funding for the NACCHO 2024 Medical Reserve Corps (MRC) Operational Readiness Awards (ORA); and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager or Chairman of the County Legislature to accept the award, and enter into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should the funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6278

Agenda Date: 3/21/2024

Agenda #: 54.

Narrative of Resolution:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO ACCEPT A DONATION OF A GIFT CERTIFICATE TO THE SULLIVAN COUNTY DIVISION OF HEALTH AND HUMAN SERVICES

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

Amount to be authorized by Resolution: 0.00

Are funds already budgeted? No

Specify Compliance with Procurement Procedures: N/A

AUTHORIZE THE DIVISION OF HEALTH AND HUMAN SERVICES TO ACCEPT A DONATION OF A GIFT CERTIFICATE

WHEREAS, the Sullivan County Division of Health and Human Services (SCDHHS) believes that Bold Gold Media LP will provide the County with advertising; and

WHEREAS, Bold Gold Media LP, having no cases pending that involve the County of Sullivan, provided an unsolicited donation, of a gift certificate valued at one thousand dollars (\$1,000.00) to the Sullivan County Workforce Summit (Summit) to be awarded as a prize at the Summit held on Tuesday, March 12, 2024 at the Kartrite Resort; and

WHEREAS, the Bold Gold Media LP gift certificate was won at the Summit by an employee representing the SCDHHS and can be used at the winner’s discretion; and

WHEREAS, the County appreciates the gift certificate of \$1,000.00 and thanks Bold Gold Media LP for their generosity.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes and accepts the gift certificate donation of one thousand dollars (\$1,000.00) provided to the employee representing the SCDHHS to be used for advertising purposes; and

BE IT FURTHER RESOLVED, that the Legislature appreciates the generous gift from Bold Gold Media LP and formally thanks Bold Gold Media LP for their generous donation to Sullivan County for the benefit of all residents and visitors to Sullivan County.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6279

Agenda Date: 3/21/2024

Agenda #: 55.

Narrative of Resolution:

TO AUTHORIZE THE COUNTY MANAGER TO APPLY FOR AND ACCEPT THE FY2023 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) / FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

N/A

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO APPLY FOR AND ACCEPT THE FY2023 STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT PROGRAM AWARD FROM THE U.S. DEPARTMENT OF HOMELAND SECURITY (DHS) / FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

WHEREAS, the U.S. Department of Homeland Security / Federal Emergency Management Agency provide funding to enhance the safety of the public and firefighters with respect to fire and fire-related hazards; and

WHEREAS, the U.S. Department of Homeland Security / Federal Emergency Management Agency is administering the FY2023 Staffing for Adequate Fire and Emergency Response (SAFER), an Assistance to Firefighters Grant Program which provides funding directly to fire departments and volunteer firefighter interest organizations to assist in improving staffing and deployment capabilities to respond to emergencies and ensure that communities have adequate protection from fire and fire-related hazards; and

WHEREAS, the Sullivan County Division of Public Safety / Bureau of Fire, as a volunteer firefighter interest organization is seeking to apply for funding in the amount of \$500,000.00 for Recruitment and Retention efforts; and

WHEREAS, the Sullivan County Division of Public Safety / Bureau of Fire must submit an application in order to receive said funding and wishes to file an application with the U.S. Department of Homeland Security / Federal Emergency Management Agency; and

WHEREAS, Sullivan County is not required to provide any local cash match.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, Chairman of the County Legislature, and/or their authorized representative (as required by the funding source) to execute any and all necessary documents to submit the FY2023 SAFER application

for funding; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager and/or Chairman of the County Legislature (as required by the funding source) to accept the award, and enter into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should the FY2023 SAFER funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6280

Agenda Date: 3/21/2024

Agenda #: 56.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO CORRECT THE 2024 TAX ROLL OF THE TOWN OF THOMPSON FOR TAX MAP #10.-3-6.2

WHEREAS, an application dated March 11, 2024 having been filed by Anes Kurtagic pursuant to Section 556 of the Real Property Tax Law with respect to property assessed to said applicant on the 2024 tax roll of the Town of Thompson bearing Tax Map #10.-3-6.2 to correct a clerical error, due to an incorrect entry on a tax roll of a portion of a relieved school tax which has been previously paid; and

WHEREAS, the Director of Real Property Tax Services has duly investigated the application and filed his report dated March 11, 2024 recommending this Board approve said application; and

WHEREAS, this Board has duly examined the application and report and does find as follows:

- (a) That the application be approved because of a clerical error

NOW, THEREFORE, BE IT RESOLVED, that the application be approved upon the grounds herein set forth; and

BE IT FURTHER RESOLVED, that the Chair of the County Legislature be and she hereby is directed to note the decision of this Board on the application, execute an order to such effect to the officer having custody of the tax roll, send notice of approval to the applicant and file a copy of the records of this proceeding with the Clerk of the County Legislature; and

BE IT FURTHER RESOLVED, that the amount of any tax corrected pursuant to this Resolution shall be a charge upon the said municipal corporation or special district to the extent of any such municipal corporation or special district taxes that were so levied and that the amount so charged to any such municipal corporation or special district shall be included in the next ensuing tax levy and to the extent that the levy made pursuant to this resolution includes a relieved school tax, the Treasurer shall charge back such amount in accordance with law.

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

Amount to be authorized by Resolution: \$413.58

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RPTL §556



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6281

Agenda Date: 3/21/2024

Agenda #: 57.

Narrative of Resolution:

Participate in the negotiations of collection actions at the Care Center at Sunset Lake

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE COUNTY ATTORNEY TO PARTICIPATE IN THE NEGOTIATION OF COLLECTION ACTIONS AT THE CARE CENTER AT SUNSET LAKE

WHEREAS, the County of Sullivan has entered into a Consulting Agreement with Sunset Lakes Consulting LLC DBA Infinite Care (herein after referred to as Infinite Care) wherein Infinite Care is responsible for, among other things, billing patients and collection of delinquent accounts; and

WHEREAS, Infinite Care has entered into a retainer agreement with the law firm of Abrams Fensterman, LLP for the purpose of collecting delinquent debts at the Sunset Lake Adult Care Center; and

WHEREAS, it is necessary for the County Attorney to be involved in the negotiations of the settlement of delinquent accounts with Abrams Fensterman LLP; and

WHEREAS, it is, from time to time necessary to sign legal documents relating to the settlement and collection of delinquent accounts; and

NOW, THEREFORE, BE IT RESOLVED, that the County Attorney is hereby authorized to consult with and participate in negotiations with Abrams Fensterman LLP for the purpose of settling delinquent accounts at the Care Center at Sunset Lake

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute all necessary documents to resolve collection actions at the Care Center at Sunset Lake in such form to be approved by the County Attorney.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6282

Agenda Date: 3/21/2024

Agenda #: 58.

Narrative of Resolution:

Urge NYS Legislature to pass a Strong Packaging Reduction and Recycling Act

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY MATT MCPHILLIPS, DISTRICT 1 LEGISLATOR AND BRIAN MCPHILLIPS, DISTRICT 3 LEGISLATOR TO URGE THE NYS ASSEMBLY AND NYS LEGISLATURE TO PASS A STRONG PACKING AND RECYCLING INFRASTRUCTURE ACT AND EXPAND THE STATE’S BOTTLE BILL

WHEREAS, packaging makes up approximately 40 percent of the waste in New York State, and

WHEREAS, managing packaging waste costs New York taxpayers hundreds of millions of dollars annually, and

WHEREAS, some packaging is not recyclable and reusable and refillable packaging systems are not readily available, and

WHEREAS, plastic causes serious pollution including litter and use of toxic chemicals, and

WHEREAS, companies that produce packaging should help bear the costs of packaging waste, not just taxpayers and

WHEREAS, enacting the Packaging Reduction and Recycling Infrastructure Act, as drafted in the New York Assembly A.5322-A and the New York Senate S.4246-A, would reduce waste, increase recycling rates, create jobs, reduce toxicity in products, provide millions of dollars in savings for local governments and taxpayers, and lower greenhouse gas emissions, and

WHEREAS, the Packaging Reduction and Recycling Infrastructure Act should work in tandem with and supplement New York State’s Returnable Container Act, and

WHEREAS, New York’s Returnable Container Act should be modernized to reflect an expanded market of beverages, and the deposit on beverage containers should be increased to 10 cents.

BE IT RESOLVED, that the Sullivan County Legislature urges the New York State Legislature to pass and Governor Kathy Hochul to sign into law a strong and effective Packaging Reduction and Recycling Infrastructure Act A5322-A/S4246-A, and an expanded and modernized Bottle Bill A.6353/S.237-B, and

RESOLVED, further, that the County Legislature shall forward copies of this resolution to Governor Kathy Hochul, the New York Assembly Speaker and New York State Senate Majority Leader and Assemblywoman

Aileen Gutner and Senator Peter Oberacker.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6283

Agenda Date: 3/21/2024

Agenda #: 59.

Narrative of Resolution:

To amend Resolution No. 130-24 to include specific duties for the temporary stipend.

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

WHEREAS, the Sullivan County Legislature adopted Resolution No. 130-24 on February 15, 2024 which authorized a temporary stipend of \$5,000 annually at the discretion of of the County Manager to assist with duties due to various vacancies; and

WHEREAS, there is a need to clarify the duties that the existing employee currently employed at the Care Center will be taking on to be entitled to said temporary stipend of \$5,000 to be paid in bi-weekly installments.

NOW THEREFORE BE IT RESOLVED, the Sullivan County Legislature hereby amends the “BE IT FURTHER RESOLVED” section in Resolution No, 130-24 to include that the existing employee will receive a stipend of up to \$5,000 annually, to be paid in bi-weekly installments, to “assume extra duties as it relates to the supply and inventory control of the Care Center at Sunset Lake”, effective February 27, 2024 and shall be abolished upon the return of the Coordinator of Supply and Inventory Control.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6284

Agenda Date: 3/21/2024

Agenda #: 60.

Narrative of Resolution:

The Legislative Discretionary Funding program is designed to assist Sullivan County and County-oriented entities with achieving such goals as public safety, public health, youth services, community development, and economic development

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

Amount to be authorized by Resolution: \$42,000

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: N/A

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE FUNDING THROUGH THE LEGISLATIVE DISCRETIONARY FUNDING PROGRAM

WHEREAS, the Sullivan County Legislature adopted a Legislative Discretionary Contract Funding Program pursuant to Resolution No. 327-16; and

WHEREAS, the program is designed to assist Sullivan County and County-oriented entities with achieving such goals as public safety, public health, youth services, community development, and economic development; and

WHEREAS, the program review took place during the 2024 Budget process and the Legislature had an opportunity to assess the applications submitted;

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature approves the projects listed in the attached “Schedule A” and the disbursement of the associated funds, and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the County Manager to enter into contracts with these award recipients for the contract period of January 1, 2024 through December 31, 2024, said contracts to be in a form approved by the County Attorney.

“Schedule A”

2024 Legislative Discretionary Contract Funding

Applicant	Award Recommendation	Award Recommendation
Sullivan County SPCA	Providing Shelter for stray dogs in Sullivan County	\$12,000
Monticello Little League	Registrations fees, equipment, and uniforms (Legislative District 6)	\$5,000
Wurtsboro Board of Trade	Wurtsboro mural project (District 9 \$2,000, District 7 \$1,000, District 4 \$7,000)	\$10,000
Eldred Little League	Replace field Maintenance Machine (\$10,000 county-wide, \$5,000 District 2)	\$15,000
UDC Litter Sweep	District 1 \$1,000, District 2, \$1,000 and District 5 \$1,000	\$3,000
Hope Company Project Fund	District 3 \$2,000	\$2,000
Highland EMS	District 1 \$10,000	\$10,000



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6286

Agenda Date: 3/21/2024

Agenda #: 61.

Narrative of Resolution:

Pursue a Certificate of Need for a Countywide EMS System

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

Amount to be authorized by Resolution: \$135,308.00

3 Deputy EMS Coordinators \$8,500 each (currently there are 2 Deputy EMS at \$3500

Salary for a Deputy Commissioner which is a new position \$109,808

Are funds already budgeted? Yes, partially. \$30,241. is not budgeted

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE DIVISION OF PUBLIC SAFETY / BUREAU OF EMS TO PURSUE A CERTIFICATE OF NEED FOR A COUNTYWIDE EMS SYSTEM AND TO CREATE A DEPUTY COMMISSIONER AND DEPUTY EMS COORDINATOR POSITION WITHIN THE DIVISION OF PUBLIC SAFETY

WHEREAS, the Chairman of the Public Safety and Law Enforcement Committee and the Commissioner of Public Safety have identified a need to support the functions of the Bureau of EMS to meet the increased demands on an already strained system; and

WHEREAS, the Bureau of EMS is presently composed of one (1) part-time stipend EMS Coordinator and two (2) part-time stipend Deputy EMS Coordinators; and

WHEREAS, one (1) Deputy EMS Coordinator position was abolished from the County budget in year 2023; and

WHEREAS, the current EMS Coordinator also serves the County of Sullivan as the E911 Coordinator; and

WHEREAS, there is an increased need for staffing within the Bureau of EMS to provide additional support to address the current demands of the system; and

WHEREAS, for purposes of broadening the pool of prospective respondents to an upcoming Request for Proposal, the Division of Public Safety / Bureau of EMS is seeking to pursue obtaining a Certificate of Need (CON) from the New York State Department of Health (NYSDOH) for a county-wide EMS system for potential third-party EMS coverage.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby creates the Full-Time position of Deputy Commissioner of Public Safety to oversee the operations of E911 Communications and the Bureau of EMS, and creates the Per Diem position of Deputy EMS Coordinator effective immediately; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby sets the salary for the Deputy Commissioner in accordance with the Management Salary Schedule, and the salary for the Deputy EMS Coordinator at \$8,500.00 annually, effective immediately; and

BE IT FURTHER RESOLVED, that the existing Deputy EMS Coordinators' salaries be increased to \$8,500.00 annually, effective immediately; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the Division of Public Safety / Bureau of EMS to pursue a Certificate of Need from the New York State Department of Health, effective immediately.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6288

Agenda Date: 3/21/2024

Agenda #: 62.

Narrative of Resolution:

Set public hearing for a proposed Local Law for April 18, 2024 at 10:10AM

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

Amount to be authorized by Resolution:

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO SET A PUBLIC HEARING FOR A PROPOSED LOCAL LAW TO ENTER INTO A LEASE OF LANDS OF OTHERS FOR COUNTY OWNED COMMUNICATION TOWERS FOR A TERM NOT TO EXCEED FORTY (40) YEARS

WHEREAS, there has been introduced at a meeting of the Sullivan County Legislature held on March 21, 2024, a proposed Local Law entitled “A Local Law to enter into a lease of lands of others for county owned communication towers for a term not to exceed forty (40) years”.

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said proposed local law by the Sullivan County Legislature on April 18, 2024 at 10:10AM, in the Legislative Chambers, County Government Center, Monticello, New York, and at least six (6) days’ notice of the public hearing be given by the Clerk of the Sullivan County Legislature by due posting thereof on the bulletin board of the County of Sullivan and by publishing such notice at least once in the official newspapers of the County.

COUNTY OF SULLIVAN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been duly presented and introduced at a meeting of the Legislature of the County of Sullivan, New York, held on March 21, 2024, a proposed Local Law entitled “A Local Law to enter into a lease of lands of others for county owned communication towers for a term not to exceed forty (40) years”.

NOTICE IS FURTHER GIVEN that the Legislature of the County of Sullivan will conduct a public hearing on the aforesaid proposed Local Law at the Legislature's Meeting Room, County Government Center, Monticello, New York, 12701, on April 18, 2024, at 10:10AM at which time all persons interested will be heard.

DATED: Monticello, New York

March 21, 2024

ANNMARIE MARTIN

Clerk of the Legislature

County of Sullivan, New York



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6289

Agenda Date: 3/21/2024

Agenda #: 63.

Narrative of Resolution:

TO AUTHORIZE THE TERMS OF AND EXECUTE A LEASE RENEWAL WITH A THIRD-PARTY LAND OWNER FOR THE CONTINUED 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: \$5085.40 annually

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures: N/A

TO AUTHORIZE THE TERMS OF AND EXECUTE A LEASE RENEWAL WITH A THIRD-PARTY LAND OWNER FOR THE CONTINUED 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 provide communication services for the County, the Delaware tower lease must be renewed; and

WHEREAS, the lease is for a portion of a parcel of land situated in the Town of Delaware, identified on Real Property Tax Map Section 3, Block 1 and Lot 7; and

WHEREAS, it is in the best interest of the County to enter into this lease renewal to ensure continued communications capabilities.

NOW, THEREFORE, BE IT RESOLVED, that the Chair of the County Legislature be authorized to execute a lease renewal with the property owner(s), commencing April 1, 2024 for a period of five years with an option to extend another three additional five-year terms; and

BE IT FURTHER RESOLVED, that the lease terms and annual percentage increases shall remain unchanged with the addition of an annual contract stipend not to exceed \$818.92 paid annually for the term of the lease.

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

100 North Street
Monticello, NY 12701

File #: ID-6290

Agenda Date: 3/21/2024

Agenda #: 64.

Narrative of Resolution:

Urge Governor to restore CHIPS Funding

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO URGE GOVERNOR HOCHUL TO RESTORE FUNDING FOR LOCAL HIGHWAYS

WHEREAS, the New York State Department of Transportation (“NYSDOT”) is implementing its third year of a five year \$32.8 Billion Dollar investment plan for local highway systems; and

WHEREAS, Governor Hochul’s proposed 2024-2025 Executive Budget recommends cutting funding for the NYSDOT investment plan in the amount of \$60 Million Dollars in CHIPS aid and \$40 Million Dollars in State Touring Route aid; and

WHEREAS, due to record high inflation rates on highway construction costs local governments’ efforts to properly maintain their highway systems have been substantially damaged; and

WHEREAS, local governments dearly need an increase in funding for their local highway systems and they are not in a fiscal position to absorb cuts to expected funding from NYSDOT; and

WHEREAS, in the event the \$100 Million Dollars in aid is not restored Sullivan County’s ability to adequately maintain its highway system will be significantly impaired.

NOW THEREFORE BE IT RESOLVED, that the Sullivan County Legislature, joins with the NYSCHSA and NYSAOTSOH and numerous other Counties and Towns in New York State and strongly urges Governor Hochul to restore to the 2024-2025 Budget, the \$100 Million Dollars of proposed cuts in CHIPS and State Touring Route aid, in order to allow Sullivan County to properly maintain its local highways; and

BE IT FURTHER RESOLVED, that the Clerk of the Legislature is hereby directed to forward copies of this Resolution to Governor Kathy Hochul, Senator Peter Oberacker, Senate Majority Leader Andrea Stewart-Cousins, Assemblywoman Aileen Gunther, Assemblyman Brian Miller, Assembly Speaker Carl Heastie and all others deemed necessary and proper.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6291

Agenda Date: 3/21/2024

Agenda #: 65.

Narrative of Resolution:

Authorize submission of FY 23-24 Criminal Justice Discovery Reform Application

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.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE SUBMISSION OF THE FY23-24 NYS CRIMINAL JUSTICE DISCOVERY REFORM APPLICATION AND PROGRAM MATERIAL REQUESTING FUNDING AND SUBSEQUENT ACCEPTANCE OF THE AWARD AND ENTERING INTO AN AWARD AGREEMENT.

WHEREAS, The New York State Division of Criminal Justice Services (“DCJS”) has made available \$40 million in funding under FY23 -24 to Counties outside of New York City, with maximum award amounts determined based on each County’s prorated share of criminal court arraignments statewide, to support local law enforcement agencies with expenses related to the implementation of discovery and pretrial reforms that took effect January 1, 2020; and

WHEREAS, the funding is contingent upon the submission of application and plan material, and subsequent DCJS approval of a Discovery Reform Funding Plan submitted to DCJS by the County and in collaboration with the District Attorney Office and Probation Department; and

WHEREAS, County of Sullivan is eligible to receive an award no greater than funding allocated in the amount of \$342,510.00, to be split amongst the Sullivan County District Attorney Office receiving 67% (\$229,481.70), and the Sullivan County Probation Department receiving the 33% balance (\$113,028.30); and

WHEREAS, County of Sullivan desires to submit eligible expenses for reimbursement under the Criminal Justice Discovery Reform program in an amount no greater than \$342,510.00.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, Chairman of the County Legislature, and / or their authorized representative (*as required by the funding source*) to execute any and all necessary documents to submit the application for funding, the County’s Discovery Reform Plan material inclusive of letters of approval from the County Legislative

Chairperson; and letters of support from the County District Attorney and Probation Director prior to the established deadline date of March 31, 2024; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, and / or Chairman of the County Legislature (*as required by the funding source*) to accept the award, and enter into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should the Criminal Justice Discovery Reform funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6292

Agenda Date: 3/21/2024

Agenda #: 66.

Narrative of Resolution:
To Modify the 2023 Budget

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

Amount to be authorized by Resolution: Please see attached Budget Mods.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO MODIFY THE 2023 BUDGET

WHEREAS, the County of Sullivan Budget requires modification,

NOW, THEREFORE, BE IT RESOLVED, that the attached budgetary transfers for 2023 be authorized.

**2023 Year End #7 Resolution
Sullivan County Budget Modifications 2023**

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-6010-38-40-4013 - CONTRACT CONTRACT OTHER(*)				5,576
A-7110-230-21-2101 - FIXED LAND/LAND IMPROVEMENTS				150,000
A-7110-230-R3089-R167 - ST AID GEN GOV DEPARTMENTAL AID		150,000		
A-8020-90-40-4013 - CONTRACT CONTRACT OTHER			100,000	
A-8020-90-47-4796 - DEPT PLANS AND PROGRESS(**)				5,000
A-8020-90-R2189-R248 - HOME/COMMNTY ASSIST LOCAL GRANT	100,000			
A Fund Total	100,000	150,000	100,000	160,576
D-5110-47-47-4720 - DEPT LABORATORY/XRAY EXPENSE				412
D-9998-R3501-R120 - ST AID CONSOLIDTD HGHWY CAPITAL		412		
D Fund Total	-	412	-	412

(*) Reversing budget mod To be funded from the Opioid Assigned Fund Balance

(**) Reversing budget mod To be funded from the Planning Programs Assigned Fund Balance



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6294

Agenda Date: 3/21/2024

Agenda #: 67.

Narrative of Resolution:

Enact a Proposed Local Law entitled “A Local Law to Amend Local Law No. 1 of 2019”

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION NO. INTRODUCED BY THE EXECUTIVE COMMITTEE TO ADOPT A PROPOSED LOCAL LAW ENTITLED “A LOCAL LAW TO AMEND LOCAL LAW NO. 1 OF 2019”

WHEREAS, proposed Local Law entitled “A Local Law to Amend Local Law No. 1 of 2019” was presented to the Sullivan County Legislature at a meeting held on March 21, 2024 at the County Government Center, Monticello, New York, to consider said proposed Local Law; and

WHEREAS, notice of public hearing having been duly published and posted as required by law, and said public hearing having been held on March 21, 2024 and all persons appearing at said public hearing deeming to be heard.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby enact and adopt the Local Law entitled “A Local Law to Amend Local Law 1 of 2019” in accordance with the Municipal Home Rule Law of New York State, which Local Law is annexed hereto and made a part hereof.

A LOCAL LAW TO AMEND LOCAL LAW NO. 1 OF 2019

Explanation: This Amendment to Local Law No. 1 of 2019 shall be for the purpose of removing the number of Communication Towers and Exhibit A naming the County Communication Towers.

Legislative Intent: The Sullivan County Legislature, after consideration, declares that it is necessary to amend Local Law No. 1 of 2019. Said changes to Local Law No. 1 of 2019 are detailed below.

Amendments: Delete the following language in SECTION 3:

“, the nine (9)”; and “A list of the nine (9) communications towers is attached hereto as Exhibit "A" and by this reference is incorporated herein.”

AND

Removal of “Exhibit A” from the body of the Local Law.

All other language remains unchanged and in full force and effect.

Effective: This Local Law shall become effective as of the date of filing with the Secretary of State.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6301

Agenda Date: 3/21/2024

Agenda #: 68.

Narrative of Resolution:

Adopt Public Health Order #1 of 2024

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

INTRODUCED BY THE HEALTH & HUMAN SERVICES COMMITTEE FOR THE SULLIVAN COUNTY LEGISLATURE TO ACT AS LOCAL BOARD OF HEALTH TO ADOPT PUBLIC HEALTH ORDER NO.1 - 2024

TO SUMMER CAMP OPERATORS, SULLIVAN COUNTY, NEW YORK, 2024

WHEREAS, The Metropolitan region of New York State, including Sullivan County, has seen a historic detection and resurgence of poliomyelitis; and

WHEREAS, Sullivan County has a positive detection of the polio virus via PCR testing as well as strain identifying sequencing with 13 samples identified in Sullivan County in 2022, 2 were collected in July, 5 were collected in August, 5 were collected in September and 1 was collected in October; and

WHEREAS, the Metropolitan region of New York State, including Sullivan County has seen a significant rise in Pertussis; and

WHEREAS, Sullivan County Department of Public Health has investigated the largest Pertussis outbreak in recent county history this past summer, fall and into winter of 2023; and

WHEREAS, New York State experienced the largest outbreak of measles since 1989 during the summer of 2019, and at least 19 confirmed cases were located in Sullivan County, 426 cases were within New York State and 1,282 cases were confirmed in the U.S.; and

WHEREAS, Measles cases and clusters are becoming prevalent in neighboring states as well as states with

high traffic travel to New York; and

WHEREAS, outbreaks of vaccine preventable diseases frequently occur in areas where people are unvaccinated or under-vaccinated; and

WHEREAS according to the NYS Immunization Information Services, Sullivan County has historically low vaccination rates with only 64.4% of children having one MMR vaccine by the age of 2 years old; and

WHEREAS, Measles is a highly infectious disease that may cause seizures, pneumonia, blindness, and death; and

WHEREAS, Polio is a life altering, deadly infectious disease which is extremely contagious and can lead to long term disability; and

WHEREAS, Pertussis is highly contagious, and can lead to pneumonia, seizures, sepsis and respiratory failure in small children; and

WHEREAS, Measles, Pertussis and Polio are all vaccine preventable diseases, and

WHEREAS, the Centers for Disease Control and Prevention have been actively investigating the current resurgence in previously well-known controlled diseases in the United States as well as globally. Vaccine preventable diseases kill an estimated 1.5 million people world-wide each year; and

WHEREAS, there are over 170 permitted summer camps for children which operate in Sullivan County which increases the risk of infectious disease outbreaks significantly; and

WHEREAS, summer camps are congregate settings where communicable disease such as Measles, Pertussis and Polio and other vaccine preventable diseases can rapidly spread; and

WHEREAS, in accordance with the New York State Public Health Law, the County Board of Health is authorized to adopt Public Health Order No. 1-2024, which Order shall regulate attendance at summer camps for campers based on evidence of all vaccines listed by the CDC's Advisory

Committee on Immunization Practices recommended Vaccine Schedule or a valid medical exemption pursuant to the State Sanitary Code; and

WHEREAS, required vaccinations include

- Diphtheria and tetanus toxoid-containing vaccine
- Pertussis vaccine (DTaP or Tdap)
- Hepatitis B vaccine
- Measles, Mumps and Rubella Vaccine (MMR)
- Polio vaccine
- Meningitis vaccine and Varicella (chickenpox) vaccine; and

WHEREAS, an exclusion list of under and unvaccinated campers must be kept on record for inspection by Public Health Staff in the event of an exposure to an infectious individual; and

WHEREAS, after soliciting input from children's camp operators, the Sullivan County Department of Public Health has determined that it is willing and capable of providing vaccinations to children's camp staff either by connecting staff with a Federally Qualified Health Center (FQHC) or pharmacy, or for those who qualify, to receive vaccinations funded by the NYS Department of Health Vaccine for Adults (VFA) program in order to enhance public health and safety and to alleviate much of the compliance burden placed on camps by said Order. Opportunities to receive vaccinations will be coordinated with camps and announced to occur at a date to be determined, prior to the beginning of the summer camp season; and

WHEREAS, upon advice from the County Public Health Director, said Order is necessary and proper for the preservation of life and health, to reduce morbidity and mortality from preventable communicable disease, and to properly execute and enforce the New York State Health Law, including 2100, as well as other associated Rules and Regulations, including but not limited to those related to communicable diseases and outbreaks of diseases as defined in 10 NYCRR 2.2.

NOW, THEREFORE, BE IT RESOLVED, the Legislature, acting in its capacity as the Sullivan County Board of Health, hereby adopts Public Health Order No.1 - 2024 to secure the safety, health and welfare of Sullivan County residents and visitors; and

BE IT FURTHER RESOLVED, that Public Health Order No.1 - 2024 shall be effective immediately upon adoption by the Legislature and shall continue in effect through December 31, 2024; and

BE IT FURTHER RESOLVED, the Board of Health designates, at its discretion, four hearing officers; and

BE IT FURTHER RESOLVED, Nadia Rajs, a member of the Board of Health, is hereby authorized to sign and issue subpoenas in accordance with Public Health Law Section 309.

Local Board of Health Public Health Order No. 1 - 2024 Children's Camps

1. This Order shall apply to all camps operated within Sullivan County, in accordance with the New York State Public Health Law and Sanitary Code, 10 NYCRR 7-2.2, including summer day camps and children's overnight camps.

2. The camp health director shall verify all campers have evidence of required vaccines or a valid medical exemption. This order excludes children that are five years old and younger.

Upon arrival to camp, the camp operator, health director or designee shall screen children as part of the initial health screening pursuant to the camp's safety plan, for signs or symptoms of any potentially infectious disease, including vaccine preventable diseases. illness.

Additionally, the camp operator or health director shall request parents or guardians of campers to notify the camp operator or health director if such camper has had any possible exposures to the measles illness twenty-one days prior to attending camp and/or during the camp season.

All campers must have documentation of the following vaccinations administered prior to the beginning of camp:

- Diphtheria and Tetanus toxoid-containing vaccine and Pertussis vaccine (Dtap/DTP/Tdap)
- Hepatitis B vaccine or proof of immunity
- Measles, Mumps and Rubella vaccine (MMR) or proof of immunity (positive titer)
- Polio vaccine (IPV/OPV)
- Varicella (Chickenpox) vaccine or proof of immunity
- Meningococcal conjugate vaccine (MenACWY)
- Haemophilus influenzae type b conjugate vaccine (HiB)
- Pneumococcal Conjugate vaccine (PCV)

3. No camp operator shall permit any camper to attend camp unless such camper has provided evidence of all required immunizations. In regards to measles specifically, a titer proving immunity will also suffice.

Evidence of immunity includes:

a) Written documentation from a health care provider of one or more doses of a measles containing vaccine (MMR);

b) Laboratory evidence of immunity;

c) Laboratory confirmation of measles; or

d) Birth before 1957

4. Notwithstanding, a camp operator may permit a camper who is in the process of receiving the required vaccine to attend camp. A camper who is “in the process of receiving the required vaccine” or “in-process” if the camper or has received at least the first dose of the required vaccine, has an appointment to complete a second dose of the required vaccine, based upon the current vaccination timelines. If a camper in attendance at a camp when the second dose of a required vaccine is scheduled, such camper or shall receive the second dose, or the camper or shall be excluded from camp after the expiration of the vaccination dose interval, based upon the specific vaccine.

5. All camp operators shall maintain records of camper screening for signs or symptoms of illness or recent exposure to the above-mentioned vaccine preventable diseases. Any immune camper or who was exposed to a vaccine preventable disease within the twenty-one days prior to attending camp or during the camp season shall be monitored for signs and symptoms of disease while at camp, and the camp operator or health director shall immediately report any such known exposures to Sullivan County Department of Public Health and the New York Department of Health.

6. Failure to comply with this Commissioner's Order may result in legal action, including, but limited to, requiring your attendance at an administrative hearing, and may further result in the imposition of penalties in an amount not exceeding \$2,000 for a single violation or failure to adhere to any of the provisions of this Order authorized by Public Health Law Section 309(1) (f).

7. The County Public Health Director is directed to undertake the actions necessary to enforce this Order.

8. This Order shall be effective upon its adoption.

Recommended Child and Adolescent Immunization Schedule for ages 18 years or younger

UNITED STATES
2024

Vaccines and Other Immunizing Agents in the Child and Adolescent Immunization Schedule*

Monoclonal antibody	Abbreviation(s)	Trade name(s)
Respiratory syncytial virus monoclonal antibody (Nirsevimab)	RSV-mAb	Beyfortus™
Vaccine	Abbreviation(s)	Trade name(s)
COVID-19	1vCOV-mRNA	Comirnaty®/Pfizer-BioNTech COVID-19 Vaccine
	1vCOV-aPS	Spikevax®/Moderna COVID-19 Vaccine Novavax COVID-19 Vaccine
Dengue vaccine	DEN4CYD	Dengvaxia®
Diphtheria, tetanus, and acellular pertussis vaccine	DTaP	Daptacel® Infanrix®
<i>Haemophilus influenzae</i> type b vaccine	Hib (PRP-T)	ActHIB® Hiberix®
	Hib (PRP-OMP)	PedvaxHIB®
Hepatitis A vaccine	HepA	Havrix® Vaqta®
Hepatitis B vaccine	HepB	Engerix-B® Recombivax HB®
Human papillomavirus vaccine	HPV	Gardasil 9®
Influenza vaccine (inactivated)	IIV4	Multiple
Influenza vaccine (live, attenuated)	LAIV4	FluMist® Quadrivalent
Measles, mumps, and rubella vaccine	MMR	M-M-R II® Priorix®
Meningococcal serogroups A, C, W, Y vaccine	MenACWY-CRM	Menveo®
	MenACWY-TT	MenQuadfi®
Meningococcal serogroup B vaccine	MenB-4C	Bexsero®
	MenB-FHbp	Trumenba®
Meningococcal serogroup A, B, C, W, Y vaccine	MenACWY-TT/ MenB-FHbp	Penbraya™
Mpox vaccine	Mpox	Jynneos®
Pneumococcal conjugate vaccine	PCV15	Vaxneuvance™
	PCV20	Prevnar 20®
Pneumococcal polysaccharide vaccine	PPSV23	Pneumovax 23®
Poliovirus vaccine (inactivated)	IPV	Ipol®
Respiratory syncytial virus vaccine	RSV	Abrysvo™
Rotavirus vaccine	RV1	Rotarix®
	RV5	RotaTeq®
Tetanus, diphtheria, and acellular pertussis vaccine	Tdap	Adacel® Boostrix®
Tetanus and diphtheria vaccine	Td	Tenivac® Tdvax™
Varicella vaccine	VAR	Varivax®
Combination vaccines (use combination vaccines instead of separate injections when appropriate)		
DTaP, hepatitis B, and inactivated poliovirus vaccine	DTaP-HepB-IPV	Pediarix®
DTaP, inactivated poliovirus, and <i>Haemophilus influenzae</i> type b vaccine	DTaP-IPV/Hib	Pentacel®
DTaP and inactivated poliovirus vaccine	DTaP-IPV	Kinrix® Quadracel®
	DTaP-IPV-Hib-HepB	Vaxelis®
Measles, mumps, rubella, and varicella vaccine	MMRV	ProQuad®

*Administer recommended vaccines if immunization history is incomplete or unknown. Do not restart or add doses to vaccine series for extended intervals between doses. When a vaccine is not administered at the recommended age, administer at a subsequent visit. The use of trade names is for identification purposes only and does not imply endorsement by the ACIP or CDC.

How to use the child and adolescent immunization schedule

<p>1</p> <p>Determine recommended vaccine by age (Table 1)</p>	<p>2</p> <p>Determine recommended interval for catch-up vaccination (Table 2)</p>	<p>3</p> <p>Assess need for additional recommended vaccines by medical condition or other indication (Table 3)</p>	<p>4</p> <p>Review vaccine types, frequencies, intervals, and considerations for special situations (Notes)</p>	<p>5</p> <p>Review contraindications and precautions for vaccine types (Appendix)</p>	<p>6</p> <p>Review new or updated ACIP guidance (Addendum)</p>
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Recommended by the Advisory Committee on Immunization Practices (www.cdc.gov/vaccines/acip) and approved by the Centers for Disease Control and Prevention (www.cdc.gov), American Academy of Pediatrics (www.aap.org), American Academy of Family Physicians (www.aafp.org), American College of Obstetricians and Gynecologists (www.acog.org), American College of Nurse-Midwives (www.midwife.org), American Academy of Physician Associates (www.aapa.org), and National Association of Pediatric Nurse Practitioners (www.napnap.org).

Report

- Suspected cases of reportable vaccine-preventable diseases or outbreaks to your state or local health department
- Clinically significant adverse events to the Vaccine Adverse Event Reporting System (VAERS) at www.vaers.hhs.gov or 800-822-7967

Questions or comments

Contact www.cdc.gov/cdc-info or 800-CDC-INFO (800-232-4636), in English or Spanish, 8 a.m.–8 p.m. ET, Monday through Friday, excluding holidays



Download the CDC Vaccine Schedules app for providers at www.cdc.gov/vaccines/schedules/hcp/schedule-app.html

Helpful information

- Complete Advisory Committee on Immunization Practices (ACIP) recommendations: www.cdc.gov/vaccines/hcp/acip-recs/index.html
- ACIP Shared Clinical Decision-Making Recommendations: www.cdc.gov/vaccines/acip/acip-scdm-faqs.html
- *General Best Practice Guidelines for Immunization* (including contraindications and precautions): www.cdc.gov/vaccines/hcp/acip-recs/general-recs/index.html
- Vaccine information statements: www.cdc.gov/vaccines/hcp/vis/index.html
- Manual for the Surveillance of Vaccine-Preventable Diseases (including case identification and outbreak response): www.cdc.gov/vaccines/pubs/surv-manual



U.S. Department of Health and Human Services
Centers for Disease Control and Prevention

Scan QR code for access to online schedule



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CS310020-D

Table 1 Recommended Child and Adolescent Immunization Schedule for Ages 18 Years or Younger, United States, 2024

These recommendations must be read with the notes that follow. For those who fall behind or start late, provide catch-up vaccination at the earliest opportunity as indicated by the green bars. To determine minimum intervals between doses, see the catch-up schedule (Table 2).

Vaccine and other immunizing agents	Birth	1 mo	2 mos	4 mos	6 mos	9 mos	12 mos	15 mos	18 mos	19–23 mos	2–3 yrs	4–6 yrs	7–10 yrs	11–12 yrs	13–15 yrs	16 yrs	17–18 yrs		
Respiratory syncytial virus (RSV-mAb [Nirsevimab])	1 dose depending on maternal RSV vaccination status, See Notes					1 dose (8 through 19 months), See Notes													
Hepatitis B (HepB)	1 st dose	← 2 nd dose →		← 3 rd dose →															
Rotavirus (RV): RV1 (2-dose series), RV5 (3-dose series)			1 st dose	2 nd dose	See Notes														
Diphtheria, tetanus, acellular pertussis (DTaP <7 yrs)			1 st dose	2 nd dose	3 rd dose	← 4 th dose →				5 th dose									
Haemophilus influenzae type b (Hib)			1 st dose	2 nd dose	See Notes	← 3 rd or 4 th dose, See Notes →													
Pneumococcal conjugate (PCV15, PCV20)			1 st dose	2 nd dose	3 rd dose	← 4 th dose →													
Inactivated poliovirus (IPV <18 yrs)			1 st dose	2 nd dose	← 3 rd dose →					4 th dose							See Notes		
COVID-19 (1vCOV-mRNA, 1vCOV-aPS)	1 or more doses of updated (2023–2024 Formula) vaccine (See Notes)																		
Influenza (IIV4)	Annual vaccination 1 or 2 doses																		
OR	OR																		
Influenza (LAIV4)	Annual vaccination 1 or 2 doses										Annual vaccination 1 dose only								
Measles, mumps, rubella (MMR)					See Notes	← 1 st dose →				2 nd dose									
Varicella (VAR)						← 1 st dose →				2 nd dose									
Hepatitis A (HepA)					See Notes	2-dose series, See Notes													
Tetanus, diphtheria, acellular pertussis (Tdap ≥7 yrs)													1 dose						
Human papillomavirus (HPV)														See Notes					
Meningococcal (MenACWY-CRM ≥2 mos, MenACWY-TT ≥2years)			See Notes												1 st dose		2 nd dose		
Meningococcal B (MenB-4C, MenB-FHbp)															See Notes				
Respiratory syncytial virus vaccine (RSV [Abrysvo])														Seasonal administration during pregnancy, See Notes					
Dengue (DEN4CYD; 9-16 yrs)														Seropositive in endemic dengue areas (See Notes)					
Mpox																			

Table 2 Recommended Catch-up Immunization Schedule for Children and Adolescents Who Start Late or Who Are More than 1 Month Behind, United States, 2024

The table below provides catch-up schedules and minimum intervals between doses for children whose vaccinations have been delayed. A vaccine series does not need to be restarted, regardless of the time that has elapsed between doses. Use the section appropriate for the child's age. **Always use this table in conjunction with Table 1 and the Notes that follow.**

Children age 4 months through 6 years					
Vaccine	Minimum Age for Dose 1	Minimum Interval Between Doses			
		Dose 1 to Dose 2	Dose 2 to Dose 3	Dose 3 to Dose 4	Dose 4 to Dose 5
Hepatitis B	Birth	4 weeks	8 weeks and at least 16 weeks after first dose minimum age for the final dose is 24 weeks		
Rotavirus	6 weeks Maximum age for first dose is 14 weeks, 6 days.	4 weeks	4 weeks maximum age for final dose is 8 months, 0 days		
Diphtheria, tetanus, and acellular pertussis	6 weeks	4 weeks	4 weeks	6 months	6 months A fifth dose is not necessary if the fourth dose was administered at age 4 years or older and at least 6 months after dose 3
<i>Haemophilus influenzae</i> type b	6 weeks	No further doses needed if first dose was administered at age 15 months or older. 4 weeks if first dose was administered before the 1 st birthday. 8 weeks (as final dose) if first dose was administered at age 12 through 14 months.	No further doses needed if previous dose was administered at age 15 months or older 4 weeks if current age is younger than 12 months and first dose was administered at younger than age 7 months and at least 1 previous dose was PRP-T (ActHib®, Pentacel®, Hiberix®), Vaxelis® or unknown 8 weeks and age 12 through 59 months (as final dose) if current age is younger than 12 months and first dose was administered at age 7 through 11 months; OR if current age is 12 through 59 months and first dose was administered before the 1 st birthday and second dose was administered at younger than 15 months; OR if both doses were Pedvax-HIB® and were administered before the 1st birthday	8 weeks (as final dose) This dose only necessary for children age 12 through 59 months who received 3 doses before the 1 st birthday.	
Pneumococcal conjugate	6 weeks	No further doses needed for healthy children if first dose was administered at age 24 months or older 4 weeks if first dose was administered before the 1 st birthday 8 weeks (as final dose for healthy children) if first dose was administered at the 1 st birthday or after	No further doses needed for healthy children if previous dose was administered at age 24 months or older 4 weeks if current age is younger than 12 months and previous dose was administered at <7 months old 8 weeks (as final dose for healthy children) if previous dose was administered between 7–11 months (wait until at least 12 months old); OR if current age is 12 months or older and at least 1 dose was administered before age 12 months	8 weeks (as final dose) This dose is only necessary for children age 12 through 59 months regardless of risk, or age 60 through 71 months with any risk, who received 3 doses before age 12 months.	
Inactivated poliovirus	6 weeks	4 weeks	4 weeks if current age is <4 years 6 months (as final dose) if current age is 4 years or older	6 months (minimum age 4 years for final dose)	
Measles, mumps, rubella	12 months	4 weeks			
Varicella	12 months	3 months			
Hepatitis A	12 months	6 months			
Meningococcal ACWY	2 months MenACWY-CRM 2 years MenACWY-TT	8 weeks	See Notes	See Notes	
Children and adolescents age 7 through 18 years					
Meningococcal ACWY	Not applicable (N/A)	8 weeks			
Tetanus, diphtheria; tetanus, diphtheria, and acellular pertussis	7 years	4 weeks	4 weeks if first dose of DTaP/DT was administered before the 1 st birthday 6 months (as final dose) if first dose of DTaP/DT or Tdap/Td was administered at or after the 1 st birthday	6 months if first dose of DTaP/DT was administered before the 1 st birthday	
Human papillomavirus	9 years	Routine dosing intervals are recommended.			
Hepatitis A	N/A	6 months			
Hepatitis B	N/A	4 weeks	8 weeks and at least 16 weeks after first dose		
Inactivated poliovirus	N/A	4 weeks	6 months A fourth dose is not necessary if the third dose was administered at age 4 years or older and at least 6 months after the previous dose.	A fourth dose of IPV is indicated if all previous doses were administered at <4 years OR if the third dose was administered <6 months after the second dose.	
Measles, mumps, rubella	N/A	4 weeks			
Varicella	N/A	3 months if younger than age 13 years. 4 weeks if age 13 years or older			
Dengue	9 years	6 months	6 months		

Table 3 Recommended Child and Adolescent Immunization Schedule by Medical Indication, United States, 2024

Always use this table in conjunction with Table 1 and the Notes that follow. Medical conditions are often not mutually exclusive. If multiple conditions are present, refer to guidance in all relevant columns. See Notes for medical conditions not listed.

Vaccine and other immunizing agents	Pregnancy	Immunocompromised (excluding HIV infection)	HIV infection CD4 percentage and count ^a		CSF leak or cochlear implant	Asplenia or persistent complement deficiencies	Heart disease or chronic lung disease	Kidney failure, End-stage renal disease or on Dialysis	Chronic liver disease	Diabetes	
			<15% or <200mm	≥15% and ≥200mm							
RSV-mAb (nirsevimab)		2nd RSV season	1 dose depending on maternal RSV vaccination status, See Notes				2nd RSV season for chronic lung disease (See Notes)	1 dose depending on maternal RSV vaccination status, See Notes			
Hepatitis B			Recommended for all age-eligible children who lack documentation of a complete vaccination series								
Rotavirus		SCID ^b	Not recommended for all children, but is recommended for some children based on increased risk for or severe outcomes from disease								
DTaP/Tdap	DTaP Tdap: 1 dose each pregnancy		Recommended for all age-eligible children who lack documentation of a complete vaccination series								
Hib		HSCT: 3 doses	See Notes			See Notes	Recommended for all age-eligible children who lack documentation of a complete vaccination series				
Pneumococcal		Recommended for all age-eligible children, and additional doses may be necessary based on medical condition or other indications. See Notes.									
IPV		Recommended for all age-eligible children who lack documentation of a complete vaccination series									
COVID-19		See Notes									
IIV4		Recommended for all age-eligible children who lack documentation of a complete vaccination series									
LAIV4		Contraindicated or not recommended *Vaccinate after pregnancy, if indicated						Asthma, wheezing: 2–4 years ^c			
MMR	*	Recommended for all age-eligible children who lack documentation of a complete vaccination series									
VAR	*	Recommended for all age-eligible children who lack documentation of a complete vaccination series									
Hepatitis A		Recommended for all age-eligible children who lack documentation of a complete vaccination series									
HPV	*	3 dose series. See Notes			Recommended for all age-eligible children who lack documentation of a complete vaccination series						
MenACWY		Recommended for all age-eligible children, and additional doses may be necessary based on medical condition or other indications. See Notes.			Recommended for all age-eligible children who lack documentation of a complete vaccination series						
MenB		No Guidance/ Not Applicable									
RSV (Abrysvo)	Seasonal administration, See Notes	No Guidance/ Not Applicable									
Dengue		Contraindicated or not recommended *Vaccinate after pregnancy, if indicated			Not recommended for all children, but is recommended for some children based on increased risk for or severe outcomes from disease						
Mpox	See Notes	Not recommended for all children, but is recommended for some children based on increased risk for or severe outcomes from disease									

 Recommended for all age-eligible children who lack documentation of a complete vaccination series
 Not recommended for all children, but is recommended for some children based on increased risk for or severe outcomes from disease
 Recommended for all age-eligible children, and additional doses may be necessary based on medical condition or other indications. See Notes.
 Precaution: Might be indicated if benefit of protection outweighs risk of adverse reaction
 Contraindicated or not recommended *Vaccinate after pregnancy, if indicated
 No Guidance/ Not Applicable

a. For additional information regarding HIV laboratory parameters and use of live vaccines, see the General Best Practice Guidelines for Immunization, "Altered Immunocompetence," at www.cdc.gov/vaccines/hcp/acip-recs/general-recs/immunocompetence.html and Table 4-1 (footnote J) at www.cdc.gov/vaccines/hcp/acip-recs/general-recs/contraindications.html.

b. Severe Combined Immunodeficiency

c. LAIV4 contraindicated for children 2–4 years asth or wheezing during the preceding 12 months

For vaccination recommendations for persons ages 19 years or older, see the Recommended Adult Immunization Schedule, 2024.

Additional information

- For calculating intervals between doses, 4 weeks = 28 days. Intervals of ≥ 4 months are determined by calendar months.
- Within a number range (e.g., 12–18), a dash (–) should be read as “through.”
- Vaccine doses administered ≤ 4 days before the minimum age or interval are considered valid. Doses of any vaccine administered ≥ 5 days earlier than the minimum age or minimum interval should not be counted as valid and should be repeated as age appropriate. **The repeat dose should be spaced after the invalid dose by the recommended minimum interval.** For further details, see Table 3-2, Recommended and minimum ages and intervals between vaccine doses, in *General Best Practice Guidelines for Immunization* at www.cdc.gov/vaccines/hcp/acip-recs/general-recs/general-recs/timing.html.
- Information on travel vaccination requirements and recommendations is available at www.cdc.gov/travel/.
- For vaccination of persons with immunodeficiencies, see Table 8-1, Vaccination of persons with primary and secondary immunodeficiencies, in *General Best Practice Guidelines for Immunization* at www.cdc.gov/vaccines/hcp/acip-recs/general-recs/immunocompetence.html, and Immunization in Special Clinical Circumstances (In: Kimberlin DW, Barnett ED, Lynfield Ruth, Sawyer MH, eds. *Red Book: 2021–2024 Report of the Committee on Infectious Diseases*. 32nd ed. Itasca, IL: American Academy of Pediatrics; 2021:72–86).
- For information about vaccination in the setting of a vaccine-preventable disease outbreak, contact your state or local health department.
- The National Vaccine Injury Compensation Program (VICP) is a no-fault alternative to the traditional legal system for resolving vaccine injury claims. All vaccines included in the child and adolescent vaccine schedule are covered by VICP except dengue, PPSV23, RSV, Mpox and COVID-19 vaccines. Mpox and COVID-19 vaccines are covered by the Countermeasures Injury Compensation Program (CICP). For more information, see www.hrsa.gov/vaccinecompensation or www.hrsa.gov/cicp.

COVID-19 vaccination
(minimum age: 6 months [Moderna and Pfizer-BioNTech COVID-19 vaccines], 12 years [Novavax COVID-19 Vaccine])

Routine vaccination

Age 6 months–4 years

- Unvaccinated:**
 - 2-dose series of updated (2023–2024 Formula) Moderna at 0, 4–8 weeks
 - 3-dose series of updated (2023–2024 Formula) Pfizer-BioNTech at 0, 3–8, 11–16 weeks
- Previously vaccinated* with 1 dose of any Moderna:** 1 dose of updated (2023–2024 Formula) Moderna 4–8 weeks after the most recent dose.
- Previously vaccinated* with 2 or more doses of any Moderna:** 1 dose of updated (2023–2024 Formula) Moderna at least 8 weeks after the most recent dose.
- Previously vaccinated* with 1 dose of any Pfizer-BioNTech:** 2-dose series of updated (2023–2024 Formula) Pfizer-BioNTech at 0, 8 weeks (minimum interval between previous Pfizer-BioNTech and dose 1: 3–8 weeks).
- Previously vaccinated* with 2 or more doses of any Pfizer-BioNTech:** 1 dose of updated (2023–2024 Formula) Pfizer-BioNTech at least 8 weeks after the most recent dose.

Age 5–11 years

- Unvaccinated:** 1 dose of updated (2023–2024 Formula) Moderna or Pfizer-BioNTech vaccine.
- Previously vaccinated* with 1 or more doses of Moderna or Pfizer-BioNTech:** 1 dose of updated (2023–2024 Formula) Moderna or Pfizer-BioNTech at least 8 weeks after the most recent dose.

Age 12–18 years

- Unvaccinated:**
 - 1 dose of updated (2023–2024 Formula) Moderna or Pfizer-BioNTech vaccine
 - 2-dose series of updated (2023–2024 Formula) Novavax at 0, 3–8 weeks
- Previously vaccinated* with any COVID-19 vaccine(s):** 1 dose of any updated (2023–2024 Formula) COVID-19 vaccine at least 8 weeks after the most recent dose.

Special situations

Persons who are moderately or severely immunocompromised**

Age 6 months–4 years

- Unvaccinated:**
 - 3-dose series of updated (2023–2024 Formula) Moderna at 0, 4, 8 weeks
 - 3-dose series of updated (2023–2024 Formula) Pfizer-BioNTech at 0, 3, 11 weeks.
- Previously vaccinated* with 1 dose of any Moderna:** 2-dose series of updated (2023–2024 Formula) Moderna at 0, 4 weeks (minimum interval between previous Moderna and dose 1: 4 weeks).
- Previously vaccinated* with 2 doses of any Moderna:** 1 dose of updated (2023–2024 Formula) Moderna at least 4 weeks after the most recent dose.
- Previously vaccinated* with 3 or more doses of any Moderna:** 1 dose of updated (2023–2024 Formula) Moderna at least 8 weeks after the most recent dose.
- Previously vaccinated* with 1 dose of any Pfizer-BioNTech:** 2-dose series of updated (2023–2024 Formula) Pfizer-BioNTech at 0, 8 weeks (minimum interval between previous Pfizer-BioNTech and dose 1: 3 weeks).
- Previously vaccinated* with 2 or more doses of any Pfizer-BioNTech:** 1 dose of updated (2023–2024 Formula) Pfizer-BioNTech at least 8 weeks after the most recent dose.

Age 5–11 years

- Unvaccinated:**
 - 3-dose series of updated (2023–2024 Formula) Moderna at 0, 4, 8 weeks
 - 3-dose series updated (2023–2024 Formula) Pfizer-BioNTech at 0, 3, 7 weeks.
- Previously vaccinated* with 1 dose of any Moderna:** 2-dose series of updated (2023–2024 Formula) Moderna at 0, 4 weeks (minimum interval between previous Moderna and dose 1: 4 weeks).
- Previously vaccinated* with 2 doses of any Moderna:** 1 dose of updated (2023–2024 Formula) Moderna at least 4 weeks after the most recent dose.
- Previously vaccinated* with 1 dose of any Pfizer-BioNTech:** 2-dose series of updated (2023–2024 Formula) Pfizer-BioNTech at 0, 4 weeks (minimum interval between previous Pfizer-BioNTech and dose 1: 3 weeks)
- Previously vaccinated* with 2 doses of any Pfizer-BioNTech:** 1 dose of 2023–2024 Pfizer-BioNTech at least 4 weeks after the most recent dose.

Notes Recommended Child and Adolescent Immunization Schedule for Ages 18 Years or Younger, United States, 2024

- **Previously vaccinated* with 3 or more doses of any Moderna or Pfizer-BioNTech:** 1 dose of updated (2023–2024 Formula) Moderna or Pfizer-BioNTech at least 8 weeks after the most recent dose.

Age 12–18 years

Unvaccinated:

- 3-dose series of updated (2023–2024 Formula) Moderna at 0, 4, 8 weeks
- 3-dose series of updated (2023–2024 Formula) Pfizer-BioNTech at 0, 3, 7 weeks
- 2-dose series of updated (2023–2024 Formula) Novavax at 0, 3 weeks

Previously vaccinated* with 1 dose of any Moderna:

- 2-dose series of updated (2023–2024 Formula) Moderna at 0, 4 weeks (minimum interval between previous Moderna dose and dose 1: 4 weeks).

Previously vaccinated* with 2 doses of any Moderna:

- 1 dose of updated (2023–2024 Formula) Moderna at least 4 weeks after the most recent dose.

Previously vaccinated* with 1 dose of any Pfizer-BioNTech:

- 2-dose series of updated (2023–2024 Formula) Pfizer-BioNTech at 0, 4 weeks (minimum interval between previous Pfizer-BioNTech dose and dose 1: 3 weeks).

Previously vaccinated* with 2 doses of any Pfizer-BioNTech:

- 1 dose of updated (2023–2024 Formula) Pfizer-BioNTech at least 4 weeks after the most recent dose.

Previously vaccinated* with 3 or more doses of any Moderna or Pfizer-BioNTech:

- 1 dose of any updated (2023–2024 Formula) COVID-19 vaccine at least 8 weeks after the most recent dose.

Previously vaccinated* with 1 or more doses of Janssen or Novavax or with or without dose(s) of any Original monovalent or bivalent COVID-19 vaccine:

- 1 dose of any updated (2023–2024 Formula) COVID-19 vaccine at least 8 weeks after the most recent dose.

There is no preferential recommendation for the use of one COVID-19 vaccine over another when more than one recommended age-appropriate vaccine is available.

Administer an age-appropriate COVID-19 vaccine product for each dose. For information about transition from age 4 years to age 5 years or age 11 years to age 12 years during COVID-19 vaccination series, see Tables 1 and 2 at www.cdc.gov/vaccines/covid-19/clinical-considerations/interim-considerations-us.html# covid-vaccines.

Current COVID-19 schedule and dosage formulation available at www.cdc.gov/covidschedule. For more information on Emergency Use Authorization (EUA) indications for COVID-19 vaccines, see www.fda.gov/emergency-preparedness-and-response/coronavirus-disease-2019-covid-19/covid-19-vaccines

***Note:** Previously vaccinated is defined as having received any Original monovalent or bivalent COVID-19 vaccine (Janssen, Moderna, Novavax, Pfizer-BioNTech) prior to the updated 2023–2024 formulation.

****Note:** Persons who are moderately or severely immunocompromised have the option to receive one additional dose of updated (2023–2024 Formula) COVID-19 vaccine at least 2 months following the last recommended updated (2023–2024 Formula) COVID-19 vaccine dose. Further additional updated (2023–2024 Formula) COVID-19 vaccine dose(s) may be administered, informed by the clinical judgement of a healthcare provider and personal preference and circumstances. Any further additional doses should be administered at least 2 months after the last updated (2023–2024 Formula) COVID-19 vaccine dose. Moderately or severely immunocompromised children 6 months–4 years of age should receive homologous updated (2023–2024 Formula) mRNA vaccine dose(s) if they receive additional doses.

Dengue vaccination (minimum age: 9 years)

Routine vaccination

- Age 9–16 years living in areas with endemic dengue **AND** have laboratory confirmation of previous dengue infection
 - 3-dose series administered at 0, 6, and 12 months
- Endemic areas include Puerto Rico, American Samoa, US Virgin Islands, Federated States of Micronesia, Republic of Marshall Islands, and the Republic of Palau. For updated guidance on dengue endemic areas and pre-vaccination laboratory testing see www.cdc.gov/mmwr/volumes/70/rr/rr7006a1.htm?s_cid=rr7006a1_w and www.cdc.gov/dengue/vaccine/hcp/index.html
- Dengue vaccine should not be administered to children traveling to or visiting endemic dengue areas.

Diphtheria, tetanus, and pertussis (DTaP) vaccination (minimum age: 6 weeks [4 years for Kinrix® or Quadracel®])

Routine vaccination

- 5-dose series (3-dose primary series at age 2, 4, and 6 months, followed by a booster doses at ages 15–18 months and 4–6 years

- **Prospectively:** Dose 4 may be administered as early as age 12 months if at least 6 months have elapsed since dose 3.
- **Retrospectively:** A 4th dose that was inadvertently administered as early as age 12 months may be counted if at least 4 months have elapsed since dose 3.

Catch-up vaccination

- Dose 5 is not necessary if dose 4 was administered at age 4 years or older and at least 6 months after dose 3.
- For other catch-up guidance, see Table 2.

Special situations

- **Wound management** in children less than age 7 years with history of 3 or more doses of tetanus-toxoid-containing vaccine: For all wounds except clean and minor wounds, administer DTaP if more than 5 years since last dose of tetanus-toxoid-containing vaccine. For detailed information, see www.cdc.gov/mmwr/volumes/67/rr/rr6702a1.htm.

Haemophilus influenzae type b vaccination (minimum age: 6 weeks)

Routine vaccination

- **ActHIB®, Hiberix®, Pentacel®, or Vaxelis®:** 4-dose series (3-dose primary series at age 2, 4, and 6 months, followed by a booster dose* at age 12–15 months)
 - *Vaxelis® is not recommended for use as a booster dose. A different Hib-containing vaccine should be used for the booster dose.
- **PedvaxHIB®:** 3-dose series (2-dose primary series at age 2 and 4 months, followed by a booster dose at age 12–15 months)

Catch-up vaccination

- **Dose 1 at age 7–11 months:** Administer dose 2 at least 4 weeks later and dose 3 (final dose) at age 12–15 months or 8 weeks after dose 2 (whichever is later).
- **Dose 1 at age 12–14 months:** Administer dose 2 (final dose) at least 8 weeks after dose 1.
- **Dose 1 before age 12 months and dose 2 before age 15 months:** Administer dose 3 (final dose) at least 8 weeks after dose 2.
- **2 doses of PedvaxHIB® before age 12 months:** Administer dose 3 (final dose) at age 12–59 months and at least 8 weeks after dose 2.
- **1 dose administered at age 15 months or older:** No further doses needed
- **Unvaccinated at age 15–59 months:** Administer 1 dose

Notes Recommended Child and Adolescent Immunization Schedule for Ages 18 Years or Younger, United States, 2024

- **Previously unvaccinated children age 60 months or older who are not considered high risk:** Do not require catch-up vaccination

For other catch-up guidance, see Table 2. Vaxelis® can be used for catch-up vaccination in children less than age 5 years. Follow the catch-up schedule even if Vaxelis® is used for one or more doses. For detailed information on use of Vaxelis® see www.cdc.gov/mmwr/volumes/69/wr/mm6905a5.htm.

Special situations

• **Chemotherapy or radiation treatment:**

Age 12–59 months

- Unvaccinated or only 1 dose before age 12 months: 2 doses, 8 weeks apart
- 2 or more doses before age 12 months: 1 dose at least 8 weeks after previous dose

Doses administered within 14 days of starting therapy or during therapy should be repeated at least 3 months after therapy completion.

• **Hematopoietic stem cell transplant (HSCT):**

- 3-dose series 4 weeks apart starting 6 to 12 months after successful transplant, regardless of Hib vaccination history

• **Anatomic or functional asplenia (including sickle cell disease):**

Age 12–59 months

- Unvaccinated or only 1 dose before age 12 months: 2 doses, 8 weeks apart
- 2 or more doses before age 12 months: 1 dose at least 8 weeks after previous dose

Unvaccinated* persons age 5 years or older

- 1 dose

• **Elective splenectomy:**

Unvaccinated* persons age 15 months or older

- 1 dose (preferably at least 14 days before procedure)

• **HIV infection:**

Age 12–59 months

- Unvaccinated or only 1 dose before age 12 months: 2 doses, 8 weeks apart
- 2 or more doses before age 12 months: 1 dose at least 8 weeks after previous dose

Unvaccinated* persons age 5–18 years

- 1 dose

• **Immunoglobulin deficiency, early component complement deficiency:**

Age 12–59 months

- Unvaccinated or only 1 dose before age 12 months: 2 doses, 8 weeks apart

- 2 or more doses before age 12 months: 1 dose at least 8 weeks after previous dose

Unvaccinated* = Less than routine series (through age 14 months) **OR no doses (age 15 months or older)

Hepatitis A vaccination (minimum age: 12 months for routine vaccination)

Routine vaccination

- 2-dose series (minimum interval: 6 months) at age 12–23 months

Catch-up vaccination

- Unvaccinated persons through age 18 years should complete a 2-dose series (minimum interval: 6 months).
- Persons who previously received 1 dose at age 12 months or older should receive dose 2 at least 6 months after dose 1.
- Adolescents age 18 years or older may receive the combined HepA and HepB vaccine, **Twinrix**®, as a 3-dose series (0, 1, and 6 months) or 4-dose series (3 doses at 0, 7, and 21–30 days, followed by a booster dose at 12 months).

International travel

- Persons traveling to or working in countries with high or intermediate endemic hepatitis A (www.cdc.gov/travel/):
 - **Infants age 6–11 months:** 1 dose before departure; revaccinate with 2 doses (separated by at least 6 months) between age 12–23 months.
 - **Unvaccinated age 12 months or older:** Administer dose 1 as soon as travel is considered.

Hepatitis B vaccination (minimum age: birth)

Routine vaccination

- 3-dose series at age 0, 1–2, 6–18 months (**use monovalent HepB vaccine for doses administered before age 6 weeks**)
 - Birth weight $\geq 2,000$ grams: 1 dose within 24 hours of birth if medically stable
 - Birth weight $< 2,000$ grams: 1 dose at chronological age 1 month or hospital discharge (whichever is earlier and even if weight is still $< 2,000$ grams).
- Infants who did not receive a birth dose should begin the series as soon as possible (see Table 2 for minimum intervals).
- Administration of 4 doses is permitted when a combination vaccine containing HepB is used after the birth dose.
- **Minimum intervals (see Table 2):** when 4 doses are administered, substitute “dose 4” for “dose 3” in these calculations

- **Final (3rd or 4th) dose:** age 6–18 months (**minimum age 24 weeks**)

• **Mother is HBsAg-positive**

- **Birth dose (monovalent HepB vaccine only):** administer **HepB vaccine** and **hepatitis B immune globulin (HBIG)** (in separate limbs) within 12 hours of birth, regardless of birth weight.
- **Birth weight < 2000 grams:** administer 3 additional doses of HepB vaccine beginning at age 1 month (total of 4 doses)
- **Final (3rd or 4th) dose:** administer at age 6 months (**minimum age 24 weeks**)
- Test for HBsAg and anti-HBs at age 9–12 months. If HepB series is delayed, test 1–2 months after final dose. Do not test before age 9 months.

• **Mother is HBsAg-unknown**

If other evidence suggestive of maternal hepatitis B infection exists (e.g., presence of HBV DNA, HBsAg-positive, or mother known to have chronic hepatitis B infection), manage infant as if mother is HBsAg-positive

- **Birth dose (monovalent HepB vaccine only):**

- Birth weight $\geq 2,000$ grams: administer **HepB vaccine** within 12 hours of birth. Determine mother’s HBsAg status as soon as possible. If mother is determined to be HBsAg-positive, administer **HBIG** as soon as possible (in separate limb), but no later than 7 days of age.
- Birth weight $< 2,000$ grams: administer **HepB vaccine** and **HBIG** (in separate limbs) within 12 hours of birth. Administer 3 additional doses of **HepB vaccine** beginning at age 1 month (total of 4 doses)

- **Final (3rd or 4th) dose:** administer at age 6 months (**minimum age 24 weeks**)

- If mother is determined to be HBsAg-positive or if status remains unknown, test for HBsAg and anti-HBs at age 9–12 months. If HepB series is delayed, test 1–2 months after final dose. Do not test before age 9 months.

Catch-up vaccination

- Unvaccinated persons should complete a 3-dose series at 0, 1–2, 6 months. See Table 2 for minimum intervals
- Adolescents age 11–15 years may use an alternative 2-dose schedule with at least 4 months between doses (adult formulation **Recombivax HB**® only).
- Adolescents age 18 years may receive:
 - **HepIsav-B**®: 2-dose series at least 4 weeks apart
 - **PreHevbrio**®: 3-dose series at 0, 1, and 6 months
 - Combined HepA and HepB vaccine, **Twinrix**®: 3-dose series (0, 1, and 6 months) or 4-dose series (3 doses at 0, 7, a

Special situations

- Revaccination is not generally recommended for persons with a normal immune status who were vaccinated as infants, children, adolescents, or adults.
- **Post-vaccination serology testing and revaccination** (if anti-HBs <10mIU/mL) is recommended for certain populations, including:
 - Infants born to HBsAg-positive mothers
 - Persons who are predialysis or on maintenance dialysis
 - Other immunocompromised persons
 - For detailed revaccination recommendations, see www.cdc.gov/vaccines/hcp/acip-recs/vacc-specific/hepb.html.

Note: Heplisav-B and PreHevbrio are not recommended in pregnancy due to lack of safety data in pregnant persons

Human papillomavirus vaccination (minimum age: 9 years)

Routine and catch-up vaccination

- HPV vaccination routinely recommended at **age 11–12 years (can start at age 9 years)** and catch-up HPV vaccination recommended for all persons through age 18 years if not adequately vaccinated
- 2- or 3-dose series depending on age at initial vaccination:
 - **Age 9–14 years at initial vaccination:** 2-dose series at 0, 6–12 months (minimum interval: 5 months; repeat dose if administered too soon)
 - **Age 15 years or older at initial vaccination:** 3-dose series at 0, 1–2 months, 6 months (minimum intervals: dose 1 to dose 2: 4 weeks / dose 2 to dose 3: 12 weeks / dose 1 to dose 3: 5 months; repeat dose if administered too soon)
- No additional dose recommended when any HPV vaccine series **of any valency** has been completed using recommended dosing intervals.

Special situations

- **Immunocompromising conditions, including HIV infection:** 3-dose series, even for those who initiate vaccination at age 9 through 14 years.
- **History of sexual abuse or assault:** Start at age 9 years
- **Pregnancy:** Pregnancy testing not needed before vaccination; HPV vaccination not recommended until after pregnancy; no intervention needed if vaccinated while pregnant

Influenza vaccination (minimum age: 6 months [IIV], 2 years [LAIV4], 18 years [recombinant influenza vaccine, RIV4])

Routine vaccination

- Use any influenza vaccine appropriate for age and health status annually:
 - **Age 6 months–8 years** who have received **fewer** than 2 influenza vaccine doses before July 1, 2023, or whose influenza vaccination history is unknown: 2 doses, separated by at least 4 weeks. Administer dose 2 even if the child turns 9 years between receipt of dose 1 and dose 2.
 - **Age 6 months–8 years** who have received **at least 2** influenza vaccine doses before July 1, 2023: 1 dose
 - **Age 9 years or older:** 1 dose
- For the 2023–2024 season, see www.cdc.gov/mmwr/volumes/72/rr/rr7202a1.htm.
- For the 2024–25 season, see the 2024–25 ACIP influenza vaccine recommendations.

Special situations

- **Close contacts (e.g., household contacts) of severely immunosuppressed persons who require a protected environment:** should not receive LAIV4. If LAIV4 is given, they should avoid contact with for such immunosuppressed persons for 7 days after vaccination.

Note: Persons with an egg allergy can receive any influenza vaccine (egg-based and non-egg-based) appropriate for age and health status.

Measles, mumps, and rubella vaccination (minimum age: 12 months for routine vaccination)

Routine vaccination

- 2-dose series at age 12–15 months, age 4–6 years
- MMR or MMRV* may be administered

Note: For dose 1 in children age 12–47 months, it is recommended to administer MMR and varicella vaccines separately. MMRV* may be used if parents or caregivers express a preference.

Catch-up vaccination

- Unvaccinated children and adolescents: 2-dose series at least 4 weeks apart*
- The maximum age for use of MMRV* is 12 years.

Special situations

- **International travel**
 - **Infants age 6–11 months:** 1 dose before departure; revaccinate with 2-dose series at age 12–15 months (12 months for children in high-risk areas) and dose 2 as early as 4 weeks later.*
 - **Unvaccinated children age 12 months or older:** 2-dose series at least 4 weeks apart before departure*
 - In mumps outbreak settings, for information about additional doses of MMR (including 3rd dose of MMR), see www.cdc.gov/mmwr/volumes/67/wr/mm6701a7.htm
- ***Note:** If MMRV is used, the minimum interval between MMRV doses is 3 months

Meningococcal serogroup A,C,W,Y vaccination (minimum age: 2 months [MenACWY-CRM, Menveo], 2 years [MenACWY-TT, MenQuadfi]), 10 years [MenACWY-TT/MenB-FHbp, Penbraya])

Routine vaccination

- 2-dose series at age 11–12 years; 16 years

Catch-up vaccination

- Age 13–15 years: 1 dose now and booster at age 16–18 years (minimum interval: 8 weeks)
- Age 16–18 years: 1 dose

Special situations

Anatomic or functional asplenia (including sickle cell disease), HIV infection, persistent complement component deficiency, complement inhibitor (e.g., eculizumab, ravulizumab) use:

- **Menveo****
 - Dose 1 at age 2 months: 4-dose series (additional 3 doses at age 4, 6, and 12 months)
 - Dose 1 at age 3–6 months: 3- or 4-dose series (dose 2 [and dose 3 if applicable] at least 8 weeks after previous dose until a dose is received at age 7 months or older, followed by an additional dose at least 12 weeks later and after age 12 months)
 - Dose 1 at age 7–23 months: 2-dose series (dose 2 at least 12 weeks after dose 1 and after age 12 months)
 - Dose 1 at age 24 months or older: 2-dose series at least 8 weeks apart
- **MenQuadfi®**
 - Dose 1 at age 24 months or older: 2-dose series at least 8 weeks apart

Travel to countries with hyperendemic or epidemic meningococcal disease, including countries in the African meningitis belt or during the Hajj (www.cdc.gov/travel/):

- Children less than age 24 months:
 - **Menveo^{®*}** (age 2–23 months)
 - Dose 1 at age 2 months: 4-dose series (additional 3 doses at age 4, 6, and 12 months)
 - Dose 1 at age 3–6 months: 3- or 4-dose series (dose 2 [and dose 3 if applicable] at least 8 weeks after previous dose until a dose is received at age 7 months or older, followed by an additional dose at least 12 weeks later and after age 12 months)
 - Dose 1 at age 7–23 months: 2-dose series (dose 2 at least 12 weeks after dose 1 and after age 12 months)
- Children age 2 years or older: 1 dose Menveo^{®*} or MenQuadfi[®]

First-year college students who live in residential housing (if not previously vaccinated at age 16 years or older) or military recruits:

- 1 dose **Menveo^{®*}** or **MenQuadfi[®]**

Adolescent vaccination of children who received MenACWY prior to age 10 years:

- **Children for whom boosters are recommended** because of an ongoing increased risk of meningococcal disease (e.g., those with complement component deficiency, HIV, or asplenia): Follow the booster schedule for persons at increased risk.
- **Children for whom boosters are not recommended** (e.g., a healthy child who received a single dose for travel to a country where meningococcal disease is endemic): Administer MenACWY according to the recommended adolescent schedule with dose 1 at age 11–12 years and dose 2 at age 16 years.

**Menveo has two formulations: lyophilized and liquid. The liquid formulation should not be used before age 10 years. See www.cdc.gov/vaccines/vpd/mening/downloads/menveo-single-vial-presentation.pdf.*

Note: For MenACWY **booster dose recommendations** for groups listed under “Special situations” and in an outbreak setting and additional meningococcal vaccination information, see www.cdc.gov/mmwr/volumes/69/rr/rr6909a1.htm.

Children age 10 years or older may receive a single dose of Penbraya[™] as an alternative to separate administration of MenACWY and MenB when both vaccines would be given on the same clinic day (see “Meningococcal serogroup B vaccination” section below for more information).

Meningococcal serogroup B vaccination (minimum age: 10 years [MenB-4C, Bexsero[®]; MenB-FHbp, Trumenba[®]; MenACWY-TT/MenB-FHbp, Penbraya[™]])

Shared clinical decision-making

- **Adolescents not at increased risk** age 16–23 years (preferred age 16–18 years) based on shared clinical decision-making:
 - **Bexsero[®]**: 2-dose series at least 1 month apart
 - **Trumenba[®]**: 2-dose series at least 6 months apart (if dose 2 is administered earlier than 6 months, administer a 3rd dose at least 4 months after dose 2)

For additional information on shared clinical decision-making for MenB, see www.cdc.gov/vaccines/hcp/admin/downloads/isd-job-aid-scdm-mening-b-shared-clinical-decision-making.pdf

Special situations

Anatomic or functional asplenia (including sickle cell disease), persistent complement component deficiency, complement inhibitor (e.g., eculizumab, ravulizumab) use:

- **Bexsero[®]**: 2-dose series at least 1 month apart
- **Trumenba[®]**: 3-dose series at 0, 1–2, 6 months (if dose 2 was administered at least 6 months after dose 1, dose 3 not needed; if dose 3 is administered earlier than 4 months after dose 2, a 4th dose should be administered at least 4 months after dose 3)

Note: **Bexsero[®]** and **Trumenba[®]** are not interchangeable; the same product should be used for all doses in a series.

For MenB **booster dose recommendations** for groups listed under “Special situations” and in an outbreak setting and additional meningococcal vaccination information, see www.cdc.gov/mmwr/volumes/69/rr/rr6909a1.htm.

Children age 10 years or older may receive a dose of Penbraya[™] as an alternative to separate administration of MenACWY and MenB when both vaccines would be given on the same clinic day. For age-eligible children not at increased risk, if Penbraya[™] is used for dose 1 MenB, MenB-FHbp (Trumenba) should be administered for dose 2 MenB. For age-eligible children at increased risk of meningococcal disease, Penbraya[™] may be used for additional MenACWY and MenB doses (including booster doses) if both would be given on the same clinic day **and** at least 6 months have elapsed since most recent Penbraya[™] dose.

Mpox vaccination (minimum age: 18 years [Jynneos[®]])

Special situations

- **Age 18 years and at risk for Mpox infection:** 2-dose series, 28 days apart.

Risk factors for Mpox infection include:

- Persons who are gay, bisexual, and other MSM, transgender or nonbinary people who in the past 6 months have had:
 - A new diagnosis of at least 1 sexually transmitted disease
 - More than 1 sex partner
 - Sex at a commercial sex venue
 - Sex in association with a large public event in a geographic area where Mpox transmission is occurring
- Persons who are sexual partners of the persons described above
- Persons who anticipate experiencing any of the situations described above

- **Pregnancy:** There is currently no ACIP recommendation for Jynneos use in pregnancy due to lack of safety data in pregnant persons. Pregnant persons with any risk factor described above may receive Jynneos.

For detailed information, see: www.cdc.gov/vaccines/acip/meetings/downloads/slides-2023-10-25-26/04-MPOX-Rao-508.pdf

Pneumococcal vaccination (minimum age: 6 weeks [PCV15], [PCV 20]; 2 years [PPSV23])

Routine vaccination with PCV

- 4-dose series at 2, 4, 6, 12–15 months

Catch-up vaccination with PCV

- Healthy children ages 2–4 years with any incomplete* PCV series: 1 dose PCV
- For other catch-up guidance, see Table 2.

Note: For children **without** risk conditions, PCV20 is not indicated if they have received 4 doses of PCV13 or PCV15 or another age appropriate complete PCV series.

Special situations

Children and adolescents with cerebrospinal fluid leak; chronic heart disease; chronic kidney disease (excluding maintenance dialysis and nephrotic syndrome); chronic liver disease; chronic lung disease (including moderate persistent or severe persistent asthma); cochlear implant; or diabetes mellitus:

Age 2–5 years

- Any incomplete* PCV series with:
 - 3 PCV doses: 1 dose PCV (at least 8 weeks after the most recent PCV dose)
 - Less than 3 PCV doses: 2 doses PCV (at least 8 weeks after the most recent dose and administered at least 8 weeks apart)
- Completed recommended PCV series but have not received PPSV23
 - Previously received at least 1 dose of PCV20: no further PCV or PPSV23 doses needed
 - Not previously received PCV20: administer 1 dose PCV20 OR 1 dose PPSV23 administer at least 8 weeks after the most recent PCV dose.

Age 6–18 years

- Not previously received any dose of PCV13, PCV15, or PCV20: administer 1 dose of PCV15 or PCV20. If PCV15 is used and no previous receipt of PPSV23, administer 1 dose of PPSV23 at least 8 weeks after the PCV15 dose.**
- Received PCV before age 6 years but have not received PPSV23
 - Previously received at least 1 dose of PCV20: no further PCV or PPSV23 doses needed
 - Not previously received PCV20: 1 dose PCV20 OR 1 dose PPSV23 administer at least 8 weeks after the most recent PCV dose.
- Received PCV13 only at or after age 6 years: administer 1 dose PCV20 OR 1 dose PPSV23 at least 8 weeks after the most recent PCV13 dose.
- Received 1 dose PCV13 and 1 dose PPSV23 at or after age 6 years: no further doses of any PCV or PPSV23 indicated.

Children and adolescents on maintenance dialysis, or with immunocompromising conditions such as nephrotic syndrome; congenital or acquired asplenia or splenic dysfunction; congenital or acquired immunodeficiencies; diseases and conditions treated with immunosuppressive drugs or radiation therapy, including malignant neoplasms, leukemias, lymphomas, Hodgkin disease, and solid organ transplant; HIV infection; or sickle cell disease or other hemoglobinopathies:

Age 2–5 years

- Any incomplete* PCV series:
 - 3 PCV doses: 1 dose PCV (at least 8 weeks after the most recent PCV dose)
 - Less than 3 PCV doses: 2 doses PCV (at least 8 weeks after the most recent dose and administered at least 8 weeks apart)
- Completed recommended PCV series but have not received PPSV23
 - Previously received at least 1 dose of PCV20: no further PCV or PPSV23 doses needed
 - Not previously received PCV20: administer 1 dose PCV20 OR 1 dose PPSV23 at least 8 weeks after the most recent PCV dose. If PPSV23 is used, administer 1 dose of PCV20 or dose 2 PPSV23 at least 5 years after dose 1 PPSV23.

Age 6–18 years

- Not previously received any dose of PCV13, PCV15, or PCV20: administer 1 dose of PCV15 or 1 dose of PCV20. If PCV15 is used and no previous receipt of PPSV23, administer 1 dose of PPSV23 at least 8 weeks after the PCV15 dose.**
- Received PCV before age 6 years but have not received PPSV23
 - Previously received at least 1 dose of PCV20: no additional dose of PCV or PPSV23
 - Not previously received PCV20: administer 1 dose PCV20 OR 1 dose PPSV23 at least 8 weeks after the most recent PCV dose. If PPSV23 is used, administer either PCV20 or dose 2 PPSV23 at least 5 years after dose 1 PPSV23.
- Received PCV13 only at or after age 6 years: administer 1 dose PCV20 OR 1 dose PPSV23 at least 8 weeks after the most recent PCV13 dose. If PPSV23 is used, administer 1 dose of PCV20 or dose 2 PPSV23 at least 5 years after dose 1 PPSV23.
- Received 1 dose PCV13 and 1 dose PPSV23 at or after age 6 years: administer 1 dose PCV20 OR 1 dose PPSV23 at least 8 weeks after the most recent PCV13 dose and at least 5 years after dose 1 PPSV23.

**Incomplete series* = Not having received all doses in either the recommended series or an age-appropriate catch-up series. See Table 2 in ACIP pneumococcal recommendations at stacks.cdc.gov/view/cdc/133252

***When both PCV15 and PPSV23 are indicated, administer all doses of PCV15 first. PCV15 and PPSV23 should not be administered during the same visit.*

For guidance on determining which pneumococcal vaccines a patient needs and when, please refer to the mobile app, which can be downloaded here:

www.cdc.gov/vaccines/vpd/pneumo/hcp/pneumoapp.html

Poliovirus vaccination

(minimum age: 6 weeks)

Routine vaccination

- 4-dose series at ages 2, 4, 6–18 months, 4–6 years; administer the final dose on or after age 4 years and at least 6 months after the previous dose.
- 4 or more doses of IPV can be administered before age 4 years when a combination vaccine containing IPV is used. However, a dose is still recommended on or after age 4 years and at least 6 months after the previous dose.

Catch-up vaccination

- In the first 6 months of life, use minimum ages and intervals only for travel to a polio-endemic region or during an outbreak.
- Adolescents age 18 years known or suspected to be unvaccinated or incompletely vaccinated:** administer remaining doses (1, 2, or 3 IPV doses) to complete a 3-dose primary series.* Unless there are specific reasons to believe they were not vaccinated, most persons aged 18 years or older born and raised in the United States can assume they were vaccinated against polio as children.

Series containing oral poliovirus vaccine (OPV), either mixed OPV-IPV or OPV-only series:

- Total number of doses needed to complete the series is the same as that recommended for the U.S. IPV schedule. See www.cdc.gov/mmwr/volumes/66/wr/mm6601a6.htm?s_cid=mm6601a6_w.
- Only trivalent OPV (tOPV) counts toward the U.S. vaccination requirements.
 - Doses of OPV administered before April 1, 2016, should be counted (unless specifically noted as administered during a campaign).
 - Doses of OPV administered on or after April 1, 2016, should not be counted.
 - For guidance to assess doses documented as “OPV;” see www.cdc.gov/mmwr/volumes/66/wr/mm6606a7.htm?s_cid=mm6606a7_w.
- For other catch-up guidance, see Table 2.

Special situations

- **Adolescents aged 18 years at increased risk of exposure to poliovirus and completed primary series***: may administer one lifetime IPV booster

***Note**: Complete primary series consist of at least 3 doses of IPV or trivalent oral poliovirus vaccine (tOPV) in any combination.

For detailed information, see:

www.cdc.gov/vaccines/vpd/polio/hcp/recommendations.html

Respiratory syncytial virus immunization (minimum age: birth [Nirsevimab, RSV-mAb (Beyfortus™)])

Routine immunization

- **Infants born October – March in most of the continental United States***

- Mother did not receive RSV vaccine OR mother's RSV vaccination status is unknown: administer 1 dose nirsevimab within 1 week of birth in hospital or outpatient setting

- Mother received RSV vaccine **less than 14 days** prior to delivery: administer 1 dose nirsevimab within 1 week of birth in hospital or outpatient setting

- Mother received RSV vaccine **at least 14 days** prior to delivery: nirsevimab not needed but can be considered in rare circumstances at the discretion of healthcare providers (see special populations and situations at www.cdc.gov/vaccines/vpd/rsv/hcp/child-faqs.html)

- **Infants born April–September in most of the continental United States***

- Mother did not receive RSV vaccine OR mother's RSV vaccination status is unknown: administer 1 dose nirsevimab shortly before start of RSV season*

- Mother received RSV vaccine **less than 14 days** prior to delivery: administer 1 dose nirsevimab shortly before start of RSV season*

- Mother received RSV vaccine **at least 14 days** prior to delivery: nirsevimab not needed but can be considered in rare circumstances at the discretion of healthcare providers(see special populations and situations at www.cdc.gov/vaccines/vpd/rsv/hcp/child-faqs.html)

Infants with prolonged birth hospitalization** (e.g., for prematurity) discharged October through March should be immunized shortly before or promptly after discharge.

Special situations

- **Ages 8–19 months with chronic lung disease of prematurity requiring medical support (e.g., chronic corticosteroid therapy, diuretic therapy, or supplemental oxygen) any time during the 6-month period before the start of the second RSV season; severe immunocompromise; cystic fibrosis with either weight for length <10th percentile or manifestation of severe lung disease (e.g., previous hospitalization for pulmonary exacerbation in the first year of life or abnormalities on chest imaging that persist when stable)**:**

- 1 dose nirsevimab shortly before start of second RSV season*

- **Ages 8–19 months who are American Indian or Alaska Native:**

- 1 dose nirsevimab shortly before start of second RSV season*

- **Age-eligible and undergoing cardiac surgery with cardiopulmonary bypass**:** 1 additional dose of nirsevimab after surgery. For additional details see special populations and situations at www.cdc.gov/vaccines/vpd/rsv/hcp/child-faqs.html

***Note**: While the timing of the onset and duration of RSV season may vary, nirsevimab may be administered October through March in most of the continental United States. Providers in jurisdictions with RSV seasonality that differs from most of the continental United States (e.g., Alaska, jurisdiction with tropical climate) should follow guidance from public health authorities (e.g., CDC, health departments) or regional medical centers on timing of administration based on local RSV seasonality. Although optimal timing of administration is just before the start of the RSV season, nirsevimab may also be administered during the RSV season to infants and children who are age-eligible.

****Note**: Nirsevimab can be administered to children who are eligible to receive palivizumab. Children who have received nirsevimab should not receive palivizumab for the same RSV season.

For further guidance, see www.cdc.gov/mmwr/volumes/72/wr/mm7234a4.htm and www.cdc.gov/vaccines/vpd/rsv/hcp/child-faqs.html

Respiratory syncytial virus vaccination (RSV [Abrysvo™])

Routine vaccination

- **Pregnant at 32 weeks 0 days through 36 weeks and 6 days gestation from September through January in most of the continental United States***: 1 dose RSV vaccine (Abrysvo™). Administer RSV vaccine regardless of previous RSV infection.

- Either maternal RSV vaccination or infant immunization with nirsevimab (RSV monoclonal antibody) is recommended to prevent respiratory syncytial virus lower respiratory tract infection in infants.

- **All other pregnant persons:** RSV vaccine not recommended.

There is currently no ACIP recommendation for RSV vaccination in subsequent pregnancies. No data are available to inform whether additional doses are needed in later pregnancies.

***Note**: Providers in jurisdictions with RSV seasonality that differs from most of the continental United States (e.g., Alaska, jurisdiction with tropical climate) should follow guidance from public health authorities (e.g., CDC, health departments) or regional medical centers on timing of administration based on local RSV seasonality.

Rotavirus vaccination (minimum age: 6 weeks)

Routine vaccination

- **Rotarix®**: 2-dose series at age 2 and 4 months
- **RotaTeq®**: 3-dose series at age 2, 4, and 6 months
- If any dose in the series is either **RotaTeq®** or unknown, default to 3-dose series.

Catch-up vaccination

- Do not start the series on or after age 15 weeks, 0 days.
- The maximum age for the final dose is 8 months, 0 days.
- For other catch-up guidance, see Table 2.

Tetanus, diphtheria, and pertussis (Tdap) vaccination

(minimum age: 11 years for routine vaccination, 7 years for catch-up vaccination)

Routine vaccination

- **Age 11–12 years:** 1 dose Tdap (adolescent booster)
- **Pregnancy:** 1 dose Tdap during each pregnancy, preferably in early part of gestational weeks 27–36.

Note: Tdap may be administered regardless of the interval since the last tetanus- and diphtheria-toxoid-containing vaccine.

Catch-up vaccination

- **Age 13–18 years who have not received Tdap:** 1 dose Tdap (adolescent booster)
- **Age 7–18 years not fully vaccinated* with DTaP:** 1 dose Tdap as part of the catch-up series (preferably the first dose); if additional doses are needed, use Td or Tdap.
- **Tdap administered at age 7–10 years:**
 - **Age 7–9 years** who receive Tdap should receive the adolescent Tdap booster dose at age 11–12 years.
 - **Age 10 years** who receive Tdap do not need the adolescent Tdap booster dose at age 11–12 years.
- **DTaP inadvertently administered on or after age 7 years:**
 - **Age 7–9 years:** DTaP may count as part of catch-up series. Administer adolescent Tdap booster dose at age 11–12 years.
 - **Age 10–18 years:** Count dose of DTaP as the adolescent Tdap booster dose.
- For other catch-up guidance, see Table 2.

Special situations

- **Wound management** in persons age 7 years or older with history of 3 or more doses of tetanus-toxoid-containing vaccine: For clean and minor wounds, administer Tdap or Td if more than 10 years since last dose of tetanus-toxoid-containing vaccine; for all other wounds, administer Tdap or Td if more than 5 years since last dose of tetanus-toxoid-containing vaccine. Tdap is preferred for persons age 11 years or older who have not previously received Tdap or whose Tdap history is unknown. If a tetanus-toxoid-containing vaccine is indicated for a pregnant adolescent, use Tdap.
- For detailed information, see www.cdc.gov/mmwr/volumes/69/wr/mm6903a5.htm.

*Fully vaccinated = 5 valid doses of DTaP OR 4 valid doses of DTaP if dose 4 was administered at age 4 years or older

Varicella vaccination (minimum age: 12 months)

Routine vaccination

- 2-dose series at age 12–15 months, 4–6 years
- VAR or MMRV may be administered*
- Dose 2 may be administered as early as 3 months after dose 1 (a dose inadvertently administered after at least 4 weeks may be counted as valid)

***Note:** For dose 1 in children age 12–47 months, it is recommended to administer MMR and varicella vaccines separately. MMRV may be used if parents or caregivers express a preference.

Catch-up vaccination

- Ensure persons age 7–18 years without evidence of immunity (see *MMWR* at www.cdc.gov/mmwr/pdf/rr/rr5604.pdf) have a 2-dose series:
 - **Age 7–12 years:** Routine interval: 3 months (a dose inadvertently administered after at least 4 weeks may be counted as valid)
 - **Age 13 years and older:** Routine interval: 4–8 weeks (minimum interval: 4 weeks)
 - The maximum age for use of *MMRV* is 12 years.

Guide to Contraindications and Precautions to Commonly Used Vaccines

Adapted from Table 4-1 in Advisory Committee on Immunization Practices (ACIP) General Best Practice Guidelines for Immunization: Contraindication and Precautions, Prevention and Control of Seasonal Influenza with Vaccines: Recommendations of the Advisory Committee on Immunization Practices—United States, 2023–24 Influenza Season | MMWR (cdc.gov), Contraindications and Precautions for COVID-19 Vaccination, and Contraindications and Precautions for JYNNEOS Vaccination

Vaccines and other Immunizing Agents	Contraindicated or Not Recommended ¹	Precautions ²
COVID-19 mRNA vaccines [Pfizer-BioNTech, Moderna]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a component of an mRNA COVID-19 vaccine⁴ 	<ul style="list-style-type: none"> Diagnosed non-severe allergy (e.g., urticaria beyond the injection site) to a component of an mRNA COVID-19 vaccine⁴; or non-severe, immediate (onset less than 4 hours) allergic reaction after administration of a previous dose of an mRNA COVID-19 vaccine Myocarditis or pericarditis within 3 weeks after a dose of any COVID-19 vaccine Multisystem inflammatory syndrome in children (MIS-C) or multisystem inflammatory syndrome in adults (MIS-A) Moderate or severe acute illness, with or without fever
COVID-19 protein subunit vaccine [Novavax]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a component of a Novavax COVID-19 vaccine⁴ 	<ul style="list-style-type: none"> Diagnosed non-severe allergy (e.g., urticaria beyond the injection site) to a component of Novavax COVID-19 vaccine⁴; or non-severe, immediate (onset less than 4 hours) allergic reaction after administration of a previous dose of a Novavax COVID-19 vaccine Myocarditis or pericarditis within 3 weeks after a dose of any COVID-19 vaccine Multisystem inflammatory syndrome in children (MIS-C) or multisystem inflammatory syndrome in adults (MIS-A) Moderate or severe acute illness, with or without fever
Influenza, egg-based, inactivated injectable (IIV4)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after previous dose of any influenza vaccine (i.e., any egg-based IIV, cclIV, RIV, or LAIV of any valency) Severe allergic reaction (e.g., anaphylaxis) to any vaccine component³ (excluding egg) 	<ul style="list-style-type: none"> Guillain-Barré syndrome (GBS) within 6 weeks after a previous dose of any type of influenza vaccine Moderate or severe acute illness with or without fever
Influenza, cell culture-based inactivated injectable (ccIIV4) [Flucelvax Quadrivalent]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) to any ccIIV of any valency, or to any component³ of ccIIV4 	<ul style="list-style-type: none"> Guillain-Barré syndrome (GBS) within 6 weeks after a previous dose of any type of influenza vaccine Persons with a history of severe allergic reaction (e.g., anaphylaxis) after a previous dose of any egg-based IIV, RIV, or LAIV of any valency. If using ccIIV4, administer in medical setting under supervision of health care provider who can recognize and manage severe allergic reactions. May consult an allergist. Moderate or severe acute illness with or without fever
Influenza, recombinant injectable (RIV4) [Flublok Quadrivalent]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) to any RIV of any valency, or to any component³ of RIV4 	<ul style="list-style-type: none"> Guillain-Barré syndrome (GBS) within 6 weeks after a previous dose of any type of influenza vaccine Persons with a history of severe allergic reaction (e.g., anaphylaxis) after a previous dose of any egg-based IIV, ccIIV, or LAIV of any valency. If using RIV4, administer in medical setting under supervision of health care provider who can recognize and manage severe allergic reactions. May consult an allergist. Moderate or severe acute illness with or without fever
Influenza, live attenuated (LAIV4) [Flumist Quadrivalent]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after previous dose of any influenza vaccine (i.e., any egg-based IIV, ccIIV, RIV, or LAIV of any valency) Severe allergic reaction (e.g., anaphylaxis) to any vaccine component³ (excluding egg) Children age 2–4 years with a history of asthma or wheezing Anatomic or functional asplenia Immunocompromised due to any cause including, but not limited to, medications and HIV infection Close contacts or caregivers of severely immunosuppressed persons who require a protected environment Pregnancy Cochlear implant Active communication between the cerebrospinal fluid (CSF) and the oropharynx, nasopharynx, nose, ear or any other cranial CSF leak Children and adolescents receiving aspirin or salicylate-containing medications Received influenza antiviral medications oseltamivir or zanamivir within the previous 48 hours, peramivir within the previous 5 days, or baloxavir within the previous 17 days 	<ul style="list-style-type: none"> Guillain-Barré syndrome (GBS) within 6 weeks after a previous dose of any type of influenza vaccine Asthma in persons age 5 years old or older Persons with underlying medical conditions other than those listed under contraindications that might predispose to complications after wild-type influenza virus infection, e.g., chronic pulmonary, cardiovascular (except isolated hypertension), renal, hepatic, neurologic, hematologic, or metabolic disorders (including diabetes mellitus) Moderate or severe acute illness with or without fever

1. When a contraindication is present, a vaccine should **NOT** be administered. Kroger A, Bahta L, Hunter P. [ACIP General Best Practice Guidelines for Immunization](#).
 2. When a precaution is present, vaccination should generally be deferred but might be indicated if the benefit of protection from the vaccine outweighs the risk for an adverse reaction. Kroger A, Bahta L, Hunter P. [ACIP General Best Practice Guidelines for Immunization](#).
 3. Vaccination providers should check FDA-approved prescribing information for the most complete and updated information, including contraindications, warnings, and precautions. See [Package inserts for U.S.-licensed vaccines](#).
 4. See [package inserts](#) and [FDA EUA fact sheets](#) for a full list of vaccine ingredients. mRNA COVID-19 vaccines contain polyethylene glycol (PEG).

Vaccines and other Immunizing Agents	Contraindicated or Not Recommended ¹	Precautions ²
Dengue (DEN4CYD)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ Severe immunodeficiency (e.g., hematologic and solid tumors, receipt of chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy or patients with HIV infection who are severely immunocompromised) Lack of laboratory confirmation of a previous Dengue infection 	<ul style="list-style-type: none"> Pregnancy HIV infection without evidence of severe immunosuppression Moderate or severe acute illness with or without fever
Diphtheria, tetanus, pertussis (DTaP)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ For DTaP only: Encephalopathy (e.g., coma, decreased level of consciousness, prolonged seizures) not attributable to another identifiable cause within 7 days of administration of previous dose of DTP or DTaP 	<ul style="list-style-type: none"> Guillain-Barré syndrome (GBS) within 6 weeks after previous dose of tetanus-toxoid-containing vaccine History of Arthus-type hypersensitivity reactions after a previous dose of diphtheria-toxoid-containing or tetanus-toxoid-containing vaccine; defer vaccination until at least 10 years have elapsed since the last tetanus-toxoid-containing vaccine For DTaP only: Progressive neurologic disorder, including infantile spasms, uncontrolled epilepsy, progressive encephalopathy; defer DTaP until neurologic status clarified and stabilized Moderate or severe acute illness with or without fever
<i>Haemophilus influenzae</i> type b (Hib)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ Less than age 6 weeks 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Hepatitis A (HepA)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ including neomycin 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Hepatitis B (HepB)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ including yeast Pregnancy: <i>Heplisav-B and PreHevbrio are not recommended due to lack of safety data in pregnant persons. Use other hepatitis B vaccines if HepB is indicated⁴.</i> 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Hepatitis A-Hepatitis B vaccine (HepA-HepB) [Twinrix]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ including neomycin and yeast 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Human papillomavirus (HPV)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ Pregnancy: <i>HPV vaccination not recommended.</i> 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Measles, mumps, rubella (MMR) Measles, mumps, rubella, and varicella (MMRV)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ Severe immunodeficiency (e.g., hematologic and solid tumors, receipt of chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy or patients with HIV infection who are severely immunocompromised) Pregnancy Family history of altered immunocompetence, unless verified clinically or by laboratory testing as immunocompetent 	<ul style="list-style-type: none"> Recent (≤11 months) receipt of antibody-containing blood product (specific interval depends on product) History of thrombocytopenia or thrombocytopenic purpura Need for tuberculin skin testing or interferon-gamma release assay (IGRA) testing Moderate or severe acute illness with or without fever For MMRV only: Personal or family (i.e., sibling or parent) history of seizures of any etiology
Meningococcal ACWY (MenACWY) MenACWY-CRM [Menveo] MenACWY-TT [MenQuadfi]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ For Men ACWY-CRM only: severe allergic reaction to any diphtheria toxoid—or CRM197—containing vaccine For MenACWY-TT only: severe allergic reaction to a tetanus toxoid-containing vaccine 	<ul style="list-style-type: none"> For MenACWY-CRM only: Preterm birth if less than age 9 months Moderate or severe acute illness with or without fever
Meningococcal B (MenB) MenB-4C [Bexsero] MenB-FHbp [Trumenba]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ 	<ul style="list-style-type: none"> Pregnancy For MenB-4C only: Latex sensitivity Moderate or severe acute illness with or without fever
Meningococcal ABCWY (MenACWY-TT/MenB-FHbp) [Penbraya]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ Severe allergic reaction to a tetanus toxoid-containing vaccine 	<ul style="list-style-type: none"> Moderate or severe acute illness, with or without fever
Mpox [Jynneos]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ 	<ul style="list-style-type: none"> Moderate or severe acute illness, with or without fever
Pneumococcal conjugate (PCV)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ Severe allergic reaction (e.g., anaphylaxis) to any diphtheria-toxoid-containing vaccine or its component³ 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Pneumococcal polysaccharide (PPSV23)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Poliovirus vaccine, inactivated (IPV)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ 	<ul style="list-style-type: none"> Pregnancy Moderate or severe acute illness with or without fever
RSV monoclonal antibody (RSV-mAb)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Respiratory syncytial virus vaccine (RSV)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ 	<ul style="list-style-type: none"> Moderate or severe acute illness with or without fever
Rotavirus (RV) RV1 [Rotarix] RV5 [RotaTeq]	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ Severe combined immunodeficiency (SCID) History of intussusception 	<ul style="list-style-type: none"> Altered immunocompetence other than SCID Chronic gastrointestinal disease RV1 only: Spina bifida or bladder exstrophy Moderate or severe acute illness with or without fever
Tetanus, diphtheria, and acellular pertussis (Tdap) Tetanus, diphtheria (Td)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ For Tdap only: Encephalopathy (e.g., coma, decreased level of consciousness, prolonged seizures) not attributable to another identifiable cause within 7 days of administration of previous dose of DTP, DTaP, or Tdap 	<ul style="list-style-type: none"> Guillain-Barré syndrome (GBS) within 6 weeks after a previous dose of tetanus-toxoid-containing vaccine History of Arthus-type hypersensitivity reactions after a previous dose of diphtheria-toxoid-containing or tetanus-toxoid-containing vaccine; defer vaccination until at least 10 years have elapsed since the last tetanus-toxoid-containing vaccine For Tdap only: Progressive or unstable neurological disorder, uncontrolled seizures, or progressive encephalopathy until a treatment regimen has been established and the condition has stabilized Moderate or severe acute illness with or without fever
Varicella (VAR)	<ul style="list-style-type: none"> Severe allergic reaction (e.g., anaphylaxis) after a previous dose or to a vaccine component³ Severe immunodeficiency (e.g., hematologic and solid tumors, receipt of chemotherapy, congenital immunodeficiency, long-term immunosuppressive therapy or patients with HIV infection who are severely immunocompromised) Pregnancy Family history of altered immunocompetence, unless verified clinically or by laboratory testing as immunocompetent 	<ul style="list-style-type: none"> Recent (≤11 months) receipt of antibody-containing blood product (specific interval depends on product) Receipt of specific antiviral drugs (acyclovir, famciclovir, or valacyclovir) 24 hours before vaccination (avoid use of these antiviral drugs for 14 days after vaccination) Use of aspirin or aspirin-containing products Moderate or severe acute illness with or without fever If using MMRV, see MMR/MMRV for additional precautions

1. When a contraindication is present, a vaccine should NOT be administered. Kroger A, Bahta L, Hunter P. ACIP General Best Practice Guidelines for Immunization. www.cdc.gov/vaccines/hcp/acip-recs/general-recs/contraindications.html

2. When a precaution is present, vaccination should generally be deferred but might be indicated if the benefit of protection from the vaccine outweighs the risk for an adverse reaction. Kroger A, Bahta L, Hunter P. ACIP General Best Practice Guidelines for Immunization. www.cdc.gov/vaccines/hcp/acip-recs/general-recs/contraindications.html

3. Vaccination providers should check FDA-approved prescribing information for the most complete and updated information, including contraindications, warnings, and precautions. Package inserts for U.S.-licensed vaccines are available at www.fda.gov/vaccines-blood-biologics/approved-products/vaccines-licensed-use-united-states.

4. For information on the pregnancy exposure registries for persons who were inadvertently vaccinated with Heplisav-B or PreHevbrio while pregnant, please visit heplisavbpregnancyregistry.com or www.prehevbrio.com/#safety.

5. Full prescribing information for BEYFORTUS (nirsevimab-alip) www.accessdata.fda.gov/drugsatfda_docs/label/2023/761328s000lbl.pdf

Addendum

Recommended Child and Adolescent Immunization Schedule for Ages 18 Years or Younger, United States, 2024

In addition to the recommendations presented in the previous sections of this immunization schedule, ACIP has approved the following recommendations by majority vote since October 26, 2023. The following recommendations have been adopted by the CDC Director and are now official. Links are provided if these recommendations have been published in *Morbidity and Mortality Weekly Report (MMWR)*.

Vaccines	Recommendations	Effective Date of Recommendation*
No new vaccines or vaccine recommendations to report		

*The effective date is the date when the CDC director adopted the recommendation and when the ACIP recommendation became official.