



Sullivan County County Legislature

100 North Street
Monticello, NY 12701

Meeting Agenda - Final - Revised

Chairman Robert Doherty
Vice Chairman Michael Brooks
Legislator Nadia Rajsz
Legislator Nicholas Salomone Jr.
Legislator George Conklin
Legislator Luis Alvarez
Legislator Joseph Perrello
Legislator Ira Steingart
Legislator Alan J. Sorensen

Wednesday, November 22, 2023

10:00 AM

Government Center

Call to Order and Pledge of Allegiance

Roll Call of Legislators

Presentations

Communications

Public Comment

Resolutions

1. Set salary for the Sullivan County Clerk for term 1/1/24-12/31/27 [ID-5875](#)
2. Apportion the 3rd Quarter Mortgage Tax [ID-5885](#)
Attachments: [3rd Quarter AU-202 1st pg](#)
[3rd Quarter AU-202 2nd Pg](#)
3. To Create and Fund Assigned Fund Balances within the General Fund [ID-5904](#)
4. To Modify the 2023 Budget [ID-5921](#)
Attachments: [October 31 2023 Resolution Needed](#)
5. Resolution to authorize the County Manager to execute a Snow and Ice Agreement between New York State Department of Transportation (NYSDOT) and the County of Sullivan. [ID-5906](#)
6. Resolution to authorize the payment rate for Centerline Miles for the Contract year July 1, 2023 - June 30, 2024. [ID-5910](#)

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7. Resolution to authorize a month to month (not to exceed 6 months) contract extension with John W Danforth Company for HVAC preventative maintenance at Jail/Sheriff facility [ID-5911](#)
 8. To enter into an agreement with e-Psychiatry to provide Telemedicine Services for Psychiatric Care and Medication Assisted Treatment for the Department of Community Services. [ID-5854](#)
 9. To Authorize Reimbursable Medicaid Services, Medicare Services, and Third-Party Payor Agreements, Amendments, and Updates [ID-5877](#)
 10. Accept funding from and enter into agreement with Governor's Traffic Safety Committee for Child Passenger Safety Program [ID-5882](#)
 11. RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE THE DONATION OF BABY ITEMS TO BENEFIT THE CHILDREN IN OUR HEALTHY FAMILIES SULLIVAN PROGRAM [ID-5884](#)
 12. TO AUTHORIZE AGREEMENTS FOR THE OPERATION OF WARMING CENTERS LOCATED IN MONTICELLO AND LIBERTY [ID-5914](#)
 13. TO AUTHORIZE COUNTY MANAGER TO ENTER INTO AGREEMENT WITH THE SULLIVAN COUNTY CHILD CARE COUNCIL, INC FOR THE PROVISION OF INFORMAL CHILD DAY CARE RELATED SERVICES [ID-5915](#)
 14. TO AUTHORIZE COUNTY MANAGER TO ENTER INTO AGREEMENTS FOR THE PROVISION OF VARIOUS MEDICAL ASSISTANCE PROGRAM RELATED SERVICES FOR THE PERIOD FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 [ID-5916](#)
 15. TO AUTHORIZE COUNTY MANAGER TO ENTER INTO AGREEMENTS FOR FUNDING AND FOR THE PROVISION OF CHILD CARE RELATED SERVICES FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 [ID-5917](#)
 16. TO AUTHORIZE COUNTY MANAGER TO ENTER INTO AGREEMENT FOR THE PROVISION OF WELFARE TO WORK, EMPLOYMENT AND TRAINING RELATED SERVICES FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024 [ID-5918](#)

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17. TO AUTHORIZE APPROVAL FOR THE SULLIVAN COUNTY DEPARTMENT OF PUBLIC HEALTH TO ACCEPT MODIFIED OD2A GRANT FUNDING. [ID-5919](#)
- Attachments:** [SullivanCounty OD2A 2022-2023 BudModSigned 20230913](#)
[SullivanCounty OD2A 2022-2023 BudMod 20230913](#)
[5556-07 Voucher Form](#)
18. TO AUTHORIZE APPROVAL FOR THE SULLIVAN COUNTY DEPARTMENT OF PUBLIC HEALTH TO ACCEPT GRANT FUNDING TO STRENGTHEN PUBLIC HEALTH WORKFORCE. [ID-5920](#)
- Attachments:** [Agreement #7625-01](#)
[7625-01 FFATA Form](#)
[Voucher Packet Letter - Revised 9.23](#)
[Voucher Form](#)
19. Apply for I Love New York Matching Funds [ID-5861](#)
20. AMEND RESOLUTION 263-23, TERMINATE THE YOUTH SKATING CONTRACT WITH THE TOWN OF THOMPSON, AND MODIFY THE CONTRACT WITH THE TOWN OF THOMPSON YOUTH SKI PROGRAM - THURSDAY NIGHT LIGHTS [ID-5881](#)
- Sponsors:** Office for the Aging and Deoul
21. Authorize the County Manager to execute an agreement with Weston & Sampson, PE, LS, LA, Architects, PC to provide services for development of a Sullivan County Parks Master Plan as well as a County-wide community needs assessment of available recreational opportunities [ID-5929](#)
22. Accept a donation to assist with funding the K9 Unit of the Sullivan County Sheriff's Office [ID-5936](#)
23. TO AUTHORIZE THE SALE OF PROPERTY TO THE SECOND HIGHEST BIDDER(S) FROM THE SEPTEMBER 2023 REAL PROPERTY AUCTION. [ID-5925](#)
24. Resolution to authorize, award & execute a contract for professional auctioneers services. [ID-5932](#)
25. Allocate 2023-2024 State Aid to County Youth Programs. [ID-5933](#)
- Sponsors:** Office for the Aging and Deoul
26. To authorize contract with McFarland Johnson, Inc., for terminal revitalization [ID-5937](#)
27. Authorize contract for exterminating services with Pestech Pest Solutions [ID-5939](#)
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- 28. Transfer Revolving Loan Funds to Sullivan County IDA [ID-5941](#)
- 29. Authorize the Appointment of a Fair Housing Officer for the County of Sullivan [ID-5942](#)
- 30. To amend Resolution No. 81-23. [ID-5943](#)
- 31. Ratifying a MOA with Sullivan County Patrolmen’s Benevolent Association [ID-5944](#)
Attachments: [MOA-promotional pay Nov17](#)
- 32. Urge the Governor to Veto A. 4282B and S.3505B to move certain local elections to even-numbered years [ID-5947](#)

Untable

- 33. Resolution to authorize the County Manager to execute the lease of three (3) vacant hangars at the Sullivan County International Airport [ID-5685](#)

Recognition of Legislators

Announcements from Chair

Adjournment or Close



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5875

Agenda Date: 11/22/2023

Agenda #: 1.

Narrative of Resolution:

Set salary for the Sullivan County Clerk for term 1/1/24-12/31/27

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

Amount to be authorized by Resolution: Salary increase of \$19,000

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY MANAGEMENT AND BUDGET COMMITTEE TO SET THE SALARY OF THE SULLIVAN COUNTY CLERK

EFFECTIVE JANUARY 1, 2024

WHEREAS, the Sullivan County Clerk term of office terminates on December 31, 2023;

NOW, THEREFORE, BE IT RESOLVED, that the salary of the Sullivan County Clerk be and is hereby set at \$102,000 for the term of office commencing January 1, 2024 and expiring on December 31, 2027.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5885

Agenda Date: 11/22/2023

Agenda #: 2.

Narrative of Resolution:

Apportion the 3rd Quarter Mortgage Tax

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, Section 261 of the Tax Law of the State of New York requires apportionment of the mortgage tax, and

WHEREAS, the County Clerk and the County Treasurer have submitted the quarterly report to the Clerk of the Legislature, and

WHEREAS, The County Legislature has apportioned, among the various towns and incorporated villages of the County of Sullivan, the equitable share of the mortgage tax;

NOW, THEREFORE, BE IT RESOLVED, that the County Treasurer draw checks for each of the towns and villages the quarterly mortgage tax so apportioned, for the 3rd Quarter 2023, as follows:

TOWNS

Bethel	\$94,098.05
Callicoon	\$17,133.20
Cochecton	\$ 7,979.48
Delaware	\$12,866.61
Fallsburg	\$226,765.99
Forestburgh	\$12,853.28
Fremont	\$11,677.47
Highland	\$36,902.30
Liberty	\$63,275.16

Lumberland	\$12,418.16
Mamakating	\$99,317.57
Neversink	\$25,844.01
Rockland	\$16,413.83
Thompson	\$131,421.98
Tusten	\$34,555.90

VILLAGES


Bloomingburg	\$3,149
Jeffersonville	\$1,065.65
Liberty	\$11,112.57
Monticello	\$13,882.78
Woodridge	\$7,699.60
Wurtsboro	\$3,981.44

County of Sullivan for the period: July 2023

through September 2023

Cash Statement for Taxes Collected Pursuant to Article 11

Months	BASIC TAX DISTRIBUTED					TREASURER			ALL OTHER TAXES DISTRIBUTED				
	1 Basic tax collected	2 Interest received by recording officer	3 Recording officer's expense	4 Refunds or adjustments	5 Amount paid to treasurer (Col 1+2-3-4)	6 Interest received by treasurer	7 Treasurer's expense	8 Tax districts share (Col. 5+6-7)	9 Local tax	10 Additional tax	11 Special Assistance fund	12 Special additional tax	13 County Tax
October					\$ -			\$ -					
November					\$ -			\$ -					
December					\$ -			\$ -					
January					\$ -			\$ -					
February					\$ -			\$ -					
March					\$ -			\$ -					
April					\$ -			\$ -					
May					\$ -			\$ -					
June					\$ -			\$ -					
July	\$ 354,733.07	\$ 409.96	\$ 3,830.72	\$ 897.00	\$ 350,415.31	\$ 338.63		\$ 350,753.94	\$ 175,123.68			\$ 167,144.27	
August	\$ 260,630.08	\$ 390.51	\$ 3,812.41		\$ 257,208.18	\$ 729.94		\$ 257,938.12	\$ 128,596.73			\$ 123,162.81	
September	\$ 238,525.74	\$ 449.94	\$ 3,822.50		\$ 235,153.18	\$ 568.79		\$ 235,721.97	\$ 117,576.60			\$ 111,309.12	
TOTALS	\$ 853,888.89	\$ 1,250.41	\$ 11,465.63	\$ 897.00	\$ 842,776.67	\$ 1,637.36	\$ -	\$ 844,414.03	\$ 421,297.01	\$ -	\$ -	\$ 401,616.20	\$ -

 Sullivan County Clerk

 Sullivan County Treasurer

County of Sullivan for the period:

Jul-23 through

Sep-23

Cash Statement for Taxes Collected Pursuant to Article 11

DISTRIBUTION STATEMENT: Columns 1 through 5: The taxes collected shown in column 2 were produced by mortgages covering real property in the respective tax districts. Additions and deductions to make adjustments and to correct errors are recorded in columns 3 and 4 respectively.

Authority for these additions and deductions is given by the orders of the Tax Department noted on the bottom of this part.

CREDIT STATEMENT: Column 6: This column is the net amount due each tax district, for which the County of Sullivan shall issue its warrants.

1 Tax Districts	2 Taxes Collected	3 Additions*	4 Deductions*	5 Amount of "Taxes Collected" as adjusted and corrected	6 Net Amount due each tax district
Town of Bethel	\$ 95,153.89			\$ 95,153.89	\$ 94,098.05
Town of Callicoon	\$ 18,403.05			\$ 18,403.05	\$ 18,198.85
Town of Cochecton	\$ 8,069.02			\$ 8,069.02	\$ 7,979.48
Town of Delaware	\$ 13,010.98			\$ 13,010.98	\$ 12,866.61
Town of Fallsburg	\$ 237,096.44			\$ 237,096.44	\$ 234,465.59
Town of Forestburgh	\$ 12,997.50			\$ 12,997.50	\$ 12,853.28
Town of Fremont	\$ 11,808.50			\$ 11,808.50	\$ 11,677.47
Town of Highland	\$ 37,316.37			\$ 37,316.37	\$ 36,902.30
Town of Liberty	\$ 75,222.41			\$ 75,222.41	\$ 74,387.73
Town of Lumberland	\$ 12,557.50			\$ 12,557.50	\$ 12,418.16
Town of Mamakating	\$ 107,642.42			\$ 107,642.42	\$ 106,448.01
Town of Neversink	\$ 26,134.00			\$ 26,134.00	\$ 25,844.01
Town of Rockland	\$ 16,598.00			\$ 16,598.00	\$ 16,413.83
Town of Thompson	\$ 146,935.17			\$ 146,935.17	\$ 145,304.76
Town of Tusten	\$ 34,943.64			\$ 34,943.64	\$ 34,555.90
Rate:	\$ 0.9889038720				
Total tax districts: 15					
TOTALS:	\$ 853,889.88	\$ -	\$ -	\$ 853,888.89	\$ 844,414.03

*see refund, adjustment, and special adjustment orders of Commissioner of Taxation and Finance, case numbers:



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5904

Agenda Date: 11/22/2023

Agenda #: 3.

Narrative of Resolution:

To Create and Fund Assigned Fund Balances within the General Fund

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

Amount to be authorized by Resolution: 0 - moving existing funds to fund balance

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

WHEREAS, the Sullivan County Legislature has approved the DPW 2023 - 2028 Capital Plan and the 2023 Operating Budget in the amount of \$400,000 to replace the Liberty Water Tower, and

WHEREAS, this project is in the design phase with an outside consultant which has been taking longer than anticipated, and

WHEREAS, the replacement of the water tower on the Liberty campus also requires the approval of the NYS Department of Health which will move any actual construction to 2024, and

WHEREAS, the Department of Community Services has received funding from New York State for Mental Health Emergency Response in the amount of \$500,000 in 2023 that is designated to be used to cover the cost of software over the next several years, and

WHEREAS, the Mental Health Emergency Response funds will have a remaining balance of \$460,374 at the end of 2023.

NOW, THEREFORE, BE IT RESOLVED, that Sullivan County Legislature hereby creates and funds the following Assigned Fund Balances within the General Fund:

Assigned Fund Balance - DPW Liberty Water Tower	\$400,000
Assigned Fund Balance - Mental Health Emergency Response	\$460,374

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes these fund balances be created in 2023.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5921

Agenda Date: 11/22/2023

Agenda #: 4.

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:

WHEREAS, the County of Sullivan Budget requires modification,

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

**October 31, 2023 Resolution Needed
Sullivan County Budget Modifications 2023**

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-1010-42-4201 - OFFICE ADVERTISING			275	
A-1230-40-4049 - CONTRACT CONSULTING			7,500	
A-1410-11-42-4207 - OFFICE FURNITURE			5,250	
A-1490-42-4205 - OFFICE PRINTING				4,235
A-1490-47-4701 - DEPT RENTALS				10,000
A-1490-47-4701 - DEPT RENTALS				5,770
A-1620-19-21-2102 - FIXED BUILDINGS AND BUILDING IMPRVMTS			13,000	
A-1620-22-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE			10,000	
A-1620-22-R2410-R115 - RENTAL OF PROPERTY BUILDINGS	7,230			
A-1620-24-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE			4,235	
A-1620-25-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE				3,000
A-1680-43-4301 - COMPUTER SUPPLIES			133	
A-1680-43-4302 - COMPUTER HARDWARE PURCHASES/LEASES			150,729	
A-1680-43-4302 - COMPUTER HARDWARE PURCHASES/LEASES			7,083	
A-1680-43-4304 - COMPUTER MAINTENANCE/SERVICE FEES			32,415	
A-1680-R1289-R247 - GEN GOV DEPT INCOME MISC FEE/REIMBURSMNT	7,216			
A-1989-99-47-4736 - DEPT CONTINGENT				5,250
A-1989-99-47-4736 - DEPT CONTINGENT				36,850
A-1989-99-47-4736 - DEPT CONTINGENT				150,729
A-1989-99-47-4736 - DEPT CONTINGENT				4,000
A-1989-99-47-4736 - DEPT CONTINGENT				32,415
A-1989-99-47-4736 - DEPT CONTINGENT				7,500
A-3010-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE			16,500	
A-3010-R3389-R338 - ST AID PUBLIC SAFETY OTHER	16,500			
A-3110-29-21-2105 - FIXED AUTOMOTIVE EQUIP			4,000	
A-3110-29-41-4102 - AUTO/TRAVEL LODGING			4,000	
A-3110-29-46-4610 - MISC SERV/EXP EMPL NOTARY/CERTIFICATION			100	
A-3110-29-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE				17,600
A-3110-29-47-4744 - DEPT CANINE UNIT			13,000	

G/L Account	Revenue Increase	Revenue Decrease	Appropriation Increase	Appropriation Decrease
A-3110-29-R1510-R248 - SHERIFF FEE MISC LOCAL GRANT	7,500			
A-3110-30-42-4204 - OFFICE POSTAGE			3,500	
A-3110-30-45-4506 - SPEC DEPT SUPPLY PUBLIC SAFETY			4,500	
A-4320-41-45-4543 - SPEC DEPT SUPPLY FOOD			600	
A-4320-41-R4489-R167 - FED AID OTHR HEALTH DEPARTMENTAL AID	600			
A-5610-47-4717 - DEPT BLDG/PROP/EQUIP REPAIRS&MAINTNCE			3,000	
A-6293-40-4001 - CONTRACT AGENCIES			36,850	
A-8020-90-42-4201 - OFFICE ADVERTISING				275
A-8020-90-47-4796 - DEPT PLANS AND PROGRESS(*)			9,000	
A-8020-90-47-4796 - DEPT PLANS AND PROGRESS(*)			2,600	
A-9901-90-9037 TRANSFERS SOLID WASTE			292,639	
A-9901-90-9002 TRANSFERS ROAD MACHINERY				292,639
A Fund Total	39,046	-	620,909	570,263
CL-8160-21-2105 - FIXED AUTOMOTIVE EQUIP			292,639	
CL-8160-R5031-R209 INTERFUND TRANSFER GENERAL FUND	292,639			
CL Fund Total	292,639	-	292,639	-
DM-5130-48-21-2105 - FIXED AUTOMOTIVE EQUIP				292,639
DM-9997-R5031-R209 INTERFUND TRANSFER GENERAL FUND		292,639		
D Fund Total	-	292,639	-	292,639

(*) To be funded from the Planning Programs Assigned Fund Balance



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5906

Agenda Date: 11/22/2023

Agenda #: 5.

Narrative of Resolution:

Resolution to authorize the County Manager to execute a Snow and Ice Agreement between New York State Department of Transportation (NYSDOT) and the County of Sullivan.

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 EXECUTION OF CONTRACT BETWEEN NEW YORK STATE DEPARTMENT OF TRANSPORTATION (NYSDOT) AND THE COUNTY OF SULLIVAN FOR SNOW AND ICE REMOVAL

WHEREAS, pursuant to Section 12 of the Highway Law relating to control of snow and ice on state highways in towns and incorporated villages, the County of Sullivan has previously entered into an agreement with the State of New York for such purposes; and

WHEREAS, the State of New York has prepared an agreement to enter into a five (5) year municipal snow and ice agreement with maps of affected state highways for the term of July 1, 2023 through June 30, 2028; and

WHEREAS, NYSDOT agrees to pay the County of Sullivan each year of the term of this Agreement, a lump sum estimated expenditure of \$240,683.72 for each average season for 95.20 lane miles; and

WHEREAS, the Public Works Committee has discussed and the Commissioner of Public Works has recommended the execution of this agreement for contract price of \$324,043.75 plus any adjustments increasing this amount.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized and directed on behalf of the County of Sullivan to execute the Snow and Ice Agreement between New York State

Department of Transportation and the "County of Sullivan" for the period commencing July 1, 2023 through June 30, 2028 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-5910

Agenda Date: 11/22/2023

Agenda #: 6.

Narrative of Resolution:

Resolution to authorize the payment rate for Centerline Miles for the Contract year July 1, 2023 - June 30, 2024.

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

Amount to be authorized by Resolution: \$1,500,000.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

N/A

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE AUTHORIZING THE AMENDMENT OF RESOLUTION 414-23

WHEREAS, the County of Sullivan, per Resolution No. 414-23, dated November 20th, 2023 authorized the per centerline rate for the control of snow and ice conditions on County Roads with various Towns to be \$5,496.66 per centerline mile for two-lane highways and \$8,244.99 for three-lane highways

WHEREAS, the centerline rate for the control of snow and ice conditions on County Roads with various towns should have been shown as \$6,185.13 per centerline mile for two-lane highways and \$9,277.70 for three-lane highways

NOW BE IT FURTHER RESOLVED, that the County of Sullivan pay the amount of as \$6,185.13 per centerline mile for two-lane highways and \$9,277.70 for three-lane highways to the Towns for the contract year July 1, 2023-June 30, 2024.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5911

Agenda Date: 11/22/2023

Agenda #: 7.

Narrative of Resolution:

Resolution to authorize a month to month (not to exceed 6 months) contract extension with John W Danforth Company for HVAC preventative maintenance at Jail/Sheriff facility

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

Amount to be authorized by Resolution: NTE \$95,000.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

Extension of R-19-39

RESOLUTION INTRODUCED BY PUBLIC WORKS COMMITTEE TO AUTHORIZE A CONTRACT EXTENSION TO JOHN W DANFORTH COMPANY

WHEREAS, John W Danforth Company was the original installation company of the Heating, Ventilation, and Air Conditioning Equipment at the new Jail and Sheriff facility; and

WHEREAS, John W Danforth Company has provided preventative maintenance for this equipment via a multiyear contract (R-19-39) since the facility opened; and

WHEREAS, this contract expired October 31, 2023 and the Sullivan County Division of Public Works is preparing a bid document for a full service agreement for this preventative maintenance and service work; and

WHEREAS, John W Danforth Company has agreed to extend their 2023 contract pricing and service on a month to month basis, not to exceed six (6) months, to allow the County time for the proper bidding process.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to extend the John W Danforth Company contract on a month to month basis from November 1, 2023 until May 31, 2024 under the same terms and conditions of the original contract and to be in such form as the County Attorney shall approve.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5854

Agenda Date: 11/22/2023

Agenda #: 8.

Narrative of Resolution:

To enter into an agreement with e-Psychiatry to provide Telemedicine Services for Psychiatric Care and Medication Assisted Treatment for the Department of Community Services.

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

Amount to be authorized by Resolution: \$343,000.

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

To provide Telemedicine services for Psychiatric care and medication assisted treatment.

WHEREAS, Sullivan County put forth a Request for Proposal for Tele-Medicine Services for Psychiatric Care and Medication Assisted Treatment (“RFP No. R-23-31”) for the Sullivan County Department of Community Services; and

WHEREAS, a proposal was received from e-Psychiatry, LLC., with office at 900 RR 620 South #C 101-242, Lakeway, Texas 78734 (“e-Psychiatry”). To provide tele-medicine services for psychiatric care and medication assisted treatment for the Department of Community Services (“DCS”); and

WHEREAS, DCS has approved said proposal and recommends that the County enter into an agreement with e-Psychiatry for the period of January 1, 2024 through December 31, 2024, which period may be extended on a yearly basis for an addition four years.

NOW, THEREFORE, BE IT RESOLVED, that the County manager is hereby authorized to enter into an agreement with e-Psychiatry for the above services in accordance with RFP No. R-23-31, at a cost not-to-exceed \$343,000 per year for each year in which the contract is extended; and

BE IT FURTHER RESOLVED, that the form of said agreement shall be approved by the County Attorney’s office.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5877

Agenda Date: 11/22/2023

Agenda #: 9.

Narrative of Resolution:

To Authorize Reimbursable Medicaid Services, Medicare Services, and Third-Party Payor Agreements, Amendments, and Updates

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

Amount to be authorized by Resolution: None

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

WHEREAS, Sullivan County Department of Community Services is a provider of behavioral health services, including but not limited to mental/behavioral health and care/case management services, and that such services are reimbursable Medicaid services, Medicare services, and by third-party payors; and

WHEREAS, Sullivan County Department of Community Services desires to continue to enhance Medicaid services, Medicare services, and third-party revenue generation collection; and

WHEREAS, Medicaid services, Medicare services, and third-party payors require written agreements with service providers to allow all payments to be forwarded directly to the provider; and

WHEREAS, due to the changing requirements in the industry, third-party payors may require periodic amendments to their existing agreements.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to enter into provider agreements with various insurance companies/service providers for the services described above and to sign amendments to said agreements; and

BE IT FURTHER RESOLVED, that the authorization for this Resolution shall expire as of January 1, 2029, and that a new resolution must be adopted at that time; and

BE IT FURTHER RESOLVED, that said agreements shall be in such form as to be approved by the County Attorney.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5882

Agenda Date: 11/22/2023

Agenda #: 10.

Narrative of Resolution:

INTRODUCED BY THE HEALTH AND HUMAN SERVICES COMMITTEE TO ACCEPT FUNDING FROM AND ENTER INTO AGREEMENT WITH THE GOVERNOR’S TRAFFIC SAFETY COMMITTEE FOR CHILD PASSENGER SAFETY PROGRAM

WHEREAS, the cause of injury-related death and hospitalizations (2012-2014, NYSDOH), and motor vehicle traffic injuries are the 5th leading cause of injury related emergency department visits in Sullivan County; and

WHEREAS, for over 15 years the Sullivan County Department of Public Health has participated in the statewide Governor’s Traffic Safety Committee’s “Child Passenger Safety Program” (the “Program”), and was awarded \$14,400 by the Program for the period October 1, 2023 through September 30, 2024; and

WHEREAS, the goal of the Program is to increase the proper use and installation of child safety seats by parents and caregivers in Sullivan County, and the grant provides for appropriate car seats and education for families whose income is at or below 200% of the federal poverty level; and

WHEREAS, legislative resolution number 237-23 authorized approval of the Child Passenger Safety Program application submission; and

WHEREAS, Sullivan County Public Health Services recommends that the County continue to participate in the Program and desires to accept funding in the amount of \$14,400, for the period of October 1, 2023 through September 30, 2024; and

NOW, THEREFORE, BE IT 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 Child Passenger Safety Program funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.

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

Amount to be authorized by Resolution: \$14,400

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

Once the resolution is passed, budget modifications will be made.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5884

Agenda Date: 11/22/2023

Agenda #: 11.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE THE DONATION OF BABY ITEMS TO BENEFIT THE CHILDREN IN OUR HEALTHY FAMILIES SULLIVAN PROGRAM

WHEREAS, Healthy Families of Sullivan is charged with promoting child well-being and preventing the abuse and neglect of our county’s children through intensive home visiting program, and,
WHEREAS, an ongoing mission of the Healthy Families of Sullivan is to provide families with appropriate education, tools, and supplies to promote the healthy development of children in the Healthy Families of Sullivan program, and

WHEREAS, the Liberty Public Library has offered to donate baby supplies gathered from the community as part of the annual “The Great Give Back” event to Healthy Families of Sullivan to benefit the families in the program.

NOW, THEREFORE, BE IT RESOLVED, that Healthy Families of Sullivan is authorized to accept the donation of baby items to benefit the families in the Healthy Families of Sullivan program.

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? No

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5914

Agenda Date: 11/22/2023

Agenda #: 12.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE AGREEMENTS FOR THE OPERATION OF WARMING CENTERS LOCATED IN MONTICELLO AND LIBERTY

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

Amount to be authorized by Resolution: \$235,000

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: Reviewed response of the request for proposal with Director of Purchasing and awarding contract to contractor for operations of warming centers.

WHEREAS, the County of Sullivan, through the Department of Social Services, coordinates the operations of the County’s Warming Centers during months of cold temperatures to provide a safe and warm space for residents in need; and

WHEREAS, a request for Proposal, R-23-33, was issued for the operation of the warming centers the Department of Social Services recommends that contracts be executed with the following proposers:

1. St. John’s Episcopal Church at a not to exceed amount of \$33,000
2. Liberty United Methodist Church at a not to exceed amount of \$36,000
3. New Beginnings Community Worship Center, Inc. at a not to exceed amount of \$46,000
4. Federation for the Homeless at a not to exceed amount of \$120,000

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be hereby authorized to execute Agreements with the proposers and they’re not to exceed amounts noted above, for the period of October 1, 2023 through September 30, 2024. These agreements may be extended on a yearly basis, for an additional four (4) years; and

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



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5915

Agenda Date: 11/22/2023

Agenda #: 13.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE COUNTY MANAGER TO ENTER INTO AGREEMENT WITH THE SULLIVAN COUNTY CHILD CARE COUNCIL, INC FOR THE PROVISION OF INFORMAL CHILD DAY CARE RELATED SERVICES

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

Amount to be authorized by Resolution: \$117,050

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: 140-3.3.

WHEREAS, the County of Sullivan, through the Department of Social Services is required to arrange for the provision of Informal Child Day Care related services including the provision of Child Care Time and Attendance (CCTA) services; and

WHEREAS, the County of Sullivan, through the Department of Social Services contracts with the Sullivan County Child Care Council, Inc for those services; and

WHEREAS, the Sullivan County Child Care Council, Inc is capable of and willing to provide these services at a combined cost not to exceed \$117,050 during the period from January 1, 2024 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to execute an agreement with the Sullivan County Child Care Council, Inc for Informal Child Day Care related and CCTA services during the period January 1, 2024 through December 31, 2024; and

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

BE IT FURTHER RESOLVED, the maximum of the contracts not to exceed the Department of Social Services budgeted amount for informal child day care related services; and

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



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5916

Agenda Date: 11/22/2023

Agenda #: 14.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE COUNTY MANAGER TO ENTER INTO AGREEMENTS FOR THE PROVISION OF VARIOUS MEDICAL ASSISTANCE PROGRAM RELATED SERVICES FOR THE PERIOD FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

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

Amount to be authorized by Resolution: \$0.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: 140-3.3 Contracting for professional services with predetermined rates.

WHEREAS, the County of Sullivan, through the Department of Social Services, is required to arrange for the provision of various Medical Assistance (MA or Medicaid) program services for eligible Sullivan County individuals; and

WHEREAS, the Department of Social Services contracts with various Fiscal Intermediaries and State Approved Providers for Personal Care Services and/or Consumer Directed Personal Assistance Programs; and

WHEREAS, payments for the aforementioned services are made through eMedNY at New York State approved rates.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to execute agreements for the provision of various Medical Assistance program services, as detailed above, for the period from January 1, 2024 through December 31, 2024; and

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



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5917

Agenda Date: 11/22/2023

Agenda #: 15.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE COUNTY MANAGER TO ENTER INTO AGREEMENTS FOR FUNDING AND FOR THE PROVISION OF CHILD CARE RELATED SERVICES FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

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

Amount to be authorized by Resolution: \$91,300

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: 140-3.3.

WHEREAS, the County of Sullivan, through the Department of Social Services, is able to provide for certain child care related services for eligible Sullivan County families by obtaining funding through a state memorandum of understanding with New York State Office of Children and Family Services (OCFS); and

WHEREAS, the Department of Social Services desires to enter into an agreement through a memorandum of understanding with OCFS to obtain funding; and

WHEREAS, the Department of Social Services also desires to enter into agreement with the Sullivan County Child Care Council for provision of child care registration and inspection related services, at a cost not to exceed the amount funded by OCFS.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to execute agreements to obtain funding and provide services for the provision of child care registration and inspection related services during the period January 1, 2024 through December 31, 2024 at a cost not to exceed the amount funded by OCFS; and

BE IT FURTHER RESOLVED, that the form of said agreement will be approved by the Sullivan County Attorney's office



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5918

Agenda Date: 11/22/2023

Agenda #: 16.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE COUNTY MANAGER TO ENTER INTO AGREEMENT FOR THE PROVISION OF WELFARE TO WORK, EMPLOYMENT AND TRAINING RELATED SERVICES FROM JANUARY 1, 2024 THROUGH DECEMBER 31, 2024

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

Amount to be authorized by Resolution: \$8,000

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: 140-3.3

WHEREAS, the County of Sullivan, through the Department of Social Services, is required to provide for various welfare-to-work, employment related services; and

WHEREAS, the Department contracts with Industrial Medicine Associates, PC (IMA) for medical examination and reporting services; and

WHEREAS, the budget for the Department of Social Services includes \$8,000 for this contractual service.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to execute the above listed agreement at a total cost the not-to-exceed \$8,000 for the period from January 1, 2024 through December 31, 2024; and

BE IT FURTHER RESOLVED, this contract is at the County’s discretion, subject to annual appropriation; and

BE IT FURTHER RESOLVED, the maximum of this contract not to exceed the Department of Social Services budgeted amount for welfare-to-work, employment related services; and

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



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5919

Agenda Date: 11/22/2023

Agenda #: 17.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE APPROVAL FOR THE SULLIVAN COUNTY DEPARTMENT OF PUBLIC HEALTH TO ACCEPT MODIFIED OD2A GRANT FUNDING

WHEREAS, Health Research, Inc. (HRI) has received funding as part of a CDC sponsored cooperative agreement for Overdose Data to Action Prevention in New York State; and

WHEREAS, Sullivan County and it’s Department of Public Health has been selected to receive the funding to address the Opioid Overdose crisis; and

WHEREAS, the parties desire to agree upon various terms and conditions that will govern the project upon submission and approval of a budget and work plan to HRI for approval; and

WHEREAS, Sullivan County Department of Public Health, as the grant recipient, has submitted an approved budget modification as of 3/31/2023 following a change in personnel working on the grant in addition to supply and miscellaneous unused expenses.

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 accept the award and 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.

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? Yes

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

**New York State Department Of Health
Health Research, Inc. - Overdose Data to Action**

EXHIBIT B - Budget

Approved Budget Modification 03/13/23

Contractor : Sullivan County Public Health Services
Contract Period : September 1, 2022 - August 31, 2023
Contract # : 5556-07
HRI Account # : 15-0991-04

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL	\$ 10,000	\$ 2,641	\$ 12,641
FRINGE BENEFITS	\$ 4,235	\$ 1,119	\$ 5,354
SUPPLIES	\$ 2,050	\$ (1,089)	\$ 961
TRAVEL	\$ 100	\$ 41	\$ 141
EQUIPMENT	\$ -	\$ -	\$ -
MISCELLANEOUS	\$ 55,615	\$ (2,712)	\$ 52,903
CONTRACTUAL / CONSULTANT	\$ -	\$ -	\$ -
ADMINISTRATIVE COSTS	\$ -	\$ -	\$ -
SUBTOTAL	\$ 72,000	\$ -	\$ 72,000
RESTRICTED (For NYSDOH use only)	\$ 100,000	\$ -	\$ 100,000
TOTAL :	\$ 172,000	\$ -	\$ 172,000

Reason for Proposed Changes (for budget modifications):

Change in personnel working on the grant. Wendy Brown retired on May 31, 2023. Jill Hubert-Simon needs to be added to the grant in her place.

Supply and some miscellaneous expenses were unused, so we moved them to cover salary, fringe benefits, and travel, where we went over the budget.

Contractor

Authorized Signature: Karen Widen

Date: 9/7/2023

AB 9/28/2023

New York State Department Of Health
Health Research, Inc. - Overdose Data to Action
EXHIBIT B - Budget

Instructions:

Original Budget: *Enter your requested budget amounts in the Original Budget column; the Revised Budget column is linked to the totals from each individual budget page. Do not use the Restricted row. Your total Original Budget cannot exceed your total allocation amount. The summary page must be signed when submitted. The Modification and Revised Budget columns will be used for future budget modification requests, if needed.*

Budget Modification: *Budget increases or changes to contract personnel, new equipment, and new or increased costs of contractual / consultant agreements require prior approval. Do not make any changes to the Summary Budget tab. The Revised Budget column is linked to the totals from each budget page and the Modification column will calculate the difference. The Total of the Modification column must be zero unless the Modification is a Contract Amendment. The modified budget must be signed at the bottom of the Summary Budget page.*

Personnel:

Use Percent Effort for salaried employees. Total annual salary divided by number of pay periods in the year, multiplied by number of pay periods being funded, multiplied by the percent of effort to be worked on contract deliverables.

Use hours and hourly rate for hourly employees. Hourly rate times number of hours per week to be worked on contract deliverables times number of weeks to be worked in the contract period.

Special Requirements: see Attachment B: Program Specific Clauses

Questions:

Email Grants Administration: grants@health.ny.gov

**New York State Department Of Health
Health Research, Inc. - Overdose Data to Action**

EXHIBIT B - Budget
Budget Modification 9/13/23

Contractor : Sullivan County Public Health Services
Contract Period : September 1, 2022 - August 31, 2023
Contract # : 5556-07
HRI Account # : 15-0991-04

See instructions for important information. Be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

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ADMINISTRATIVE COSTS	\$ -	\$ -	\$ -
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TOTAL :	\$ 172,000	\$ -	\$ 172,000

Reason for Proposed Changes (for budget modifications):

Change in personnel working on the grant. Wendy Brown retired on May 31, 2023. Jill Hubert-Simon needs to be added to the grant in her place.

Supply and some miscellaneous expenses were unused, so we moved them to cover salary, fringe benefits, and travel, where we went over the budget.

Contractor

Authorized Signature: _____ Date: _____

Salaries / Personnel

Contractor: Sullivan County Public Health Services
 Contract Period: September 1, 2022 - August 31, 2023

Number of pay periods per year (12 / 24 / 26) : 26
 Number of hours in full-time agency work week : 40

(1)	(2)	(3)	(4)	(5)	(6)
Position Title/Incumbent Name(s) Salaried Employees <small>List only those positions funded on this contract. If salary for position will change during the contract period, use additional lines to show salary levels for</small>	Hours Worked Per Week <small>Total hours worked per week, regardless of funding source.</small>	Annual Salary <small>Salary for 12 months, regardless of funding source.</small>	# of pay periods funded on this contract	% of effort funded by this contract	Amount Requested
Deputy Commissioner Div. of H&F Services, Wendy Brown	35	\$100,000	19.00	12.02%	\$ 8,784
Deputy Director of Public Health, Jill Hubert-Simon	37.5	\$87,740	7.00	16.33%	\$ 3,857
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Position Title/Incumbent Name(s) Hourly Employees <small>List only those positions funded on this contract. If hourly rate for position will change during the contract period, use additional lines to show hourly rate levels for each period of time.</small>	Number of Hours dedicated solely to this contract per week	Hourly Rate	Number of weeks	n/a	Amount Requested
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
Total Salaries Requested :					\$ 12,641

If you need assistance building a formula for the salary calculation in column 6, please contact the Grants Administration at: Grants@health.ny.gov.

Position Descriptions

Contractor: Sullivan County Public Health Services
Contract Period: September 1, 2022 - August 31, 2023

For each position listed on the summary budget page, provide a description of the duties supported by this contract.

<p><u>Name:</u> Wendy Brown, RN, MS <u>Title:</u> Deputy Commissioner Division of Health and Family Services <u>Duties:</u> This position is responsible for coordinating and managing activities related to the goals of this grant. Those activities include but are not limited to management the SC Drug Prevention Task Force and providing oversight to its sub committees, organizing Task Force meetings, maintain and reporting on Task Force work plan objective and activities, communicating with partner organizations, assisting and supporting Drug Prevention Task Force efforts to identify best practices to reach the provider community and public. This position will also serve as a liaison with community agencies and county government. This position will assist with the development and implementation of media resources and campaigns, assessing current status of opioid usage and overdose prevention efforts. Ongoing development and modification of social media campaigns and toll free resource, information and referral line for substance use disorder. Partnering with county organizations, Health and Human Services division leadership and Public Safety to develop strategies focused on people who use drugs and the social impacts of substance use. This position will be primarily responsible for implementing, overseeing and carrying out coordination of all activities that support this grant and contract work plan. For the previous periods' grant budgets, Wendy's time was included as 10%, which is understated but can't be increased in the grant budget due to budget constrictions.</p>
<p><u>Name:</u> Jill Hubert-Simon <u>Title:</u> Deputy Director of Public Health Services <u>Duties:</u> This position is responsible for coordinating and managing activities related to the goals of this grant. Those activities include but are not limited to management the SC Drug Prevention Task Force and providing oversight to its sub committees, organizing Task Force meetings, maintain and reporting on Task Force work plan objective and activities, communicating with partner organizations, assisting and supporting Drug Prevention Task Force efforts to identify best practices to reach the provider community and public. This position will also serve as a liaison with community agencies and county government. This position will assist with the development and implementation of media resources and campaigns, assessing current status of opioid usage and overdose prevention efforts. Ongoing development and modification of social media campaigns and toll free resource, information and referral line for substance use disorder. Partnering with county organizations, Health and Human Services division leadership and Public Safety to develop strategies focused on people who use drugs and the social impacts of substance use. This position will be primarily responsible for implementing, overseeing and carrying out coordination of all activities that support this grant and contract work plan. For the previous periods' grant budgets, Wendy's time was included as 10%, which is understated but can't be increased in the grant budget due to budget constrictions.</p>
<p><u>Name:</u> <u>Title:</u> <u>Duties:</u></p>
<p><u>Name:</u> <u>Title:</u> <u>Duties:</u></p>
<p><u>Name:</u> <u>Title:</u> <u>Duties:</u></p>
<p><u>Name:</u> <u>Title:</u> <u>Duties:</u></p>
<p><u>Name:</u> <u>Title:</u> <u>Duties:</u></p>

Fringe Benefits

Contractor: Sullivan County Public Health Services
Contract Period: September 1, 2022 - August 31, 2023

FRINGE BENEFITS	
1. Does your agency have a federally approved fringe benefit rate? <i>**Contractor must attach a copy of federally approved rate agreement.**</i>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
	Approved Rate (%) : _____ Amount Requested (\$) : _____ Complete 2-7 below.
2. Total salary expense based on most recent audited financial statements:	\$ 2,666,056
3. Total fringe benefits expense based on most recent audited financial statements:	\$1,564,971
4. Agency Fringe Benefit Rate: <i>(amount from #3 divided by amount from #2)</i>	58.70%
5. Date of most recently audited financial statements: <i>Attach a copy of financial pages supporting amounts listed in #2 and #3.</i>	05/31/22
6. Requested rate and amount for fringe benefits:	Rate Requested (%) : 42.3529% Amount Requested (\$) : \$ 5,354
7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.	
<div style="border: 1px solid black; padding: 5px;"> <p>Per the 2021 Medicare Cost Report, fringe benefits were calculated at 58.70% of gross wages. * Because of budget restrictions, we request that grant fringe benefits be calculated at 42.3529% of grant gross wages. The fringe benefits balance not funded by this grant will be in-kind funded.</p> <p>* As a department of the County of Sullivan, Public Health Services does not have audited financial statements that are separate from those of the County. The source of the 2021 salary & fringe benefits expense noted above is our 2021 Medicare Cost Report, certified by Drescher & Malecki LLP Sullivan County's Certified Public Accounting firm. A copy of Worksheet A of this cost report is enclosed.)</p> </div>	

Supplies

Contractor: Sullivan County Public Health Services
Contract Period: September 1, 2022 - August 31, 2023

SUPPLIES : *Provide a justification for all supplies, including a description of how it relates to specific program objectives. Please refer to the Equipment section for guidance on items with a unit cost of \$5,000 or more.*

<u>Item Description</u>	<u>Amount</u>
General Office and Program Supplies	\$ 50
1 Laptop	\$ 911
Total Supplies Requested: \$ 961	

Justification

Office and Program supplies including but not limited to: various office supplies - including thick stock photo purchases for web and print content, paper, pens, filefolders. General supplies dedicated to this program and to assist assembling Narcan kits.

Given the expanded availability of Fentanyl Test strips, the organization that was going to distribute for us now has massive access. In reviewing our budget, the money budgeted in the Miscellaneous budget could be modified to allow funds to be transferred into the supplies fund to purchase a laptop to accommodate community training. The current laptop we have been using is an old one from 2016 that belongs to the Rural Health Network and is on its last legs. Wendy Brown, Deputy Commissioner Division of Health and Family Services, will use the laptop for Narcan Training education and outreach services and education related to harm reduction and teaching at the county jail. The laptop will be used 100% for OD2A contract activities.

Travel

Contractor: Sullivan County Public Health Services
Contract Period: September 1, 2022 - August 31, 2023

Travel: *Include staff and conference travel, as well as travel to regional meetings and training sessions. Contractors without reimbursement policies should use New York State travel reimbursement policy.*

<u>Purpose/Destination</u>	<u>Amount</u>
Travel (mileage)	\$ 141

Is mileage requested (personal auto or agency auto)	<input checked="checked" type="checkbox"/> X	Yes	Total Travel Requested: \$ 141
	<input type="checkbox"/>	No	

Justification

Travel @ \$.625 per mile reimbursement. Travel around Sullivan County and the surrounding Mid-Hudson area for SC Drug Task Force, Community/consortium meetings, and Narcan training/delivery. Estimated travel 160 R/T miles.

Equipment

Contractor: Sullivan County Public Health Services
Contract Period: September 1, 2022 - August 31, 2023

EQUIPMENT : *Health Research, Inc. (HRI) defines "equipment" as items with a unit cost of \$5,000 or more. Your institution will likely have similar thresholds to differentiate "equipment" from "supplies" and these thresholds may be lower than those set by HRI. For the purpose of this contract, please utilize your institution's policy for categorizing equipment for any items with a unit cost of less than \$5,000. Items with a unit costs of \$5,000 or more must be categorized as equipment.*

Each item in the Equipment category will require a copy of the invoice, proof of payment (check number and date) and equipment serial numbers when submitting vouchers for reimbursement.

What is your institution's threshold for equipment? _____

Item Description

Amount

Total Equipment Requested : \$ _____ -

Justification

Miscellaneous

Contractor: Sullivan County Public Health Services
Contract Period: September 1, 2022 - August 31, 2023

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement).

<u>Item Description</u>	<u>Amount</u>
Media/Advertising	\$ 50,517
Printing	\$ 2,386
Vanity Number	\$ -
Postage	\$ -
	\$ -

Total Miscellaneous Requested : \$ 52,903

Justification

Funds will cover costs associated with promoting work plan deliverables specifically with public health messages about substance use disorder, HARM REDUCTION MESSAGING, DRUG ALERTS, SAFE prescription medication use, stigma reduction and ACCESS INFORMATION TO support and treatment. Primary media delivery that will be utilized will be electronic media including but not limited to: paid Facebook advertisement, YouTube, InstaGram promotion, and web banner advertisements. Billboards will be rented in support of a community-based educational campaign on substance use disorder.

Radio & Digital Advertising \$43,795 - Bold Gold Media - Radio ads on Thunder 102, WSUL and WVOS; Digital ads targeting the General Population, Geo Fence/Geo Cookie targeting various specialty populations including but not limited to Hospitality Workers, School/Gov't Building Visitors/Law Enforcement, Hispanic Handsets; We will do four (4) quarterly forums, weekly call-in shows and monthly co-hosting during the grant year with featured speakers focusing on Harm Reduction / Good Samaritan Law / Stigma.

Outdoor & Print Advertising \$6,722 - Lamar - Billboards for local audiences. 2 Poster Panels to cover the span of the entire grant year.

Printing \$2,386 - Instruction cards for the Fentanyl Test Strips

Vanity Number \$0 - Specialized number to help make our referral line more accessible.

Postage \$0 - Funds will cover the cost of mailing Narcan kits. Budgeting postage for 10 Narcan kits - \$9.45 each based on USPS flat rat small box as of 6/21/22

Subcontracts/Consultants

Contractor: Sullivan County Public Health Services

Contract Period: September 1, 2022 - August 31, 2023

SUBCONTRACTS / CONSULTANTS:

*Provide a listing of all subcontracts, including consultant agreements. If the subcontractor / consultant has not been selected, please indicate "TBA" in Name. Contractors are required to use a structured selection process consistent with agency policy and maintain copies of all subcontracts and documentation of the selection process. Administrative / Indirect Costs for all contractual / consultant agreements are limited to 10% of total direct costs unless a federally approved rate agreement is provided. **All subcontracts entered into must be executed as line item cost reimbursable unless otherwise approved.***

All of the requirements listed in Attachment A "General Terms and Conditions" and Attachment B "Program Specific Clauses" must flow down to all subcontractor agreements.

Agency / Name	Description of Services Include number of hours and hourly rate for consultants. Include a detailed line-item budget for subcontractors.	Amount
	Period of Performance: Scope of Work: Method of Accountability: Detailed Budget and Justification:	
	Period of Performance: Scope of Work: Method of Accountability: Detailed Budget and Justification:	
	Period of Performance: Scope of Work: Method of Accountability: Detailed Budget and Justification:	
	Period of Performance: Scope of Work: Method of Accountability: Detailed Budget and Justification:	
Total Subcontracts/Consultants Requested : \$ _____ -		

Administrative Costs

Contractor: Sullivan County Public Health Services
Contract Period: September 1, 2022 - August 31, 2023

ADMINISTRATIVE COSTS **

Federally Approved Administrative Cost Rate: Organizations that have a federally approved indirect costs rate MUST attach the currently approved indirect cost agreement (all pages) and need only delineate the calculation used to determine the amount of administrative costs being requested. The rate must be multiplied by the same base (i.e. total direct costs, modified direct costs, etc.) as used in the federally approved rate agreement to result in the amount requested.

Rate Approved : Rate Approved : _____
Rate Requested : Rate Requested : _____
Amount Requested : Amount Requested : \$ _____ -

Without a Federally Approved Administrative Cost Rate: For those agencies that do NOT have a federally approved indirect cost rate: Administrative costs will be allowed up to a maximum of 10% of modified total direct costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant costs and the portion of each subaward in excess of \$25,000.

Or, if claiming a rate above 10%, attach a copy of the financial page(s) from the most recent audited financial statements to support the amounts listed below.

Total Agency Budget : _____
- (Total Agency Administrative Costs) : _____
Total Agency Direct Costs : \$ _____ -
Total Agency Administrative Costs / Total Agency Direct Costs = Supported Administrative Rate : _____
Administrative Cost Rate Requested : _____
Amount Requested : _____

**No portion of administrative costs can be directly billed.

Restricted

Contractor: Sullivan County Public Health Services
Contract Period: September 1, 2022 - August 31, 2023

FOR NYSDOH USE ONLY

Purpose/Destination

Amount

These restricted funds allows for increased funds to be awarded to the contract in the event additional funds become available. \$ 100,000

Total Restricted: \$ 100,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable. To remove items from the Restricted budget category, submit a budget modification request to grants@health.ny.gov for approval. The budget modification request must include a break-out of expenses and a justification that shows how the expenses support the contract deliverables.



HEALTH RESEARCH INCORPORATED

Contractor:

Sullivan County Public Health
PO Box 590
50 Community Lane
Liberty, NY, 12754

HRI Account Number(s):

GR150099103

Contract Date:

09/01/2022 - 08/31/2023

HRI Contract Number:

5556-07

Contractor Project Director**Payee's Reference #:**

Report for Period: _____ to _____

Budget Items	Budget Amount	Cumulative Expenditures Prior Periods	Expenditures Current Period	Expenditures to Date	Balances
* Salary	\$12,641				
Fringe	\$5,354				
Supplies	\$961				
Travel	\$141				
* Equipment	\$0				
* Miscellaneous	\$52,903				
* Contractual	\$0				
* Admin/Indirect	\$0				
Deliverable	\$0				
Restricted	\$100,000				
Total Costs:	\$172,000				

Reimbursement Requested: \$

Expenditures under this contract may NOT exceed the maximum reimbursable amount of \$38,240.

* NOTE: Please attach REPORT OF EXPENDITURES to provide detail.

By signing this report, I hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Approvals:

HRI PI/Contract Manager: _____

Program Administration: _____

HRI: _____

Contractor

Signature: _____

Name: _____

(Please Print)

Title: _____

Email: _____

Phone #: _____

Date: _____



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5920

Agenda Date: 11/22/2023

Agenda #: 18.

Narrative of Resolution:

RESOLUTION INTRODUCED BY HEALTH AND HUMAN SERVICES COMMITTEE TO AUTHORIZE APPROVAL FOR THE SULLIVAN COUNTY DEPARTMENT OF PUBLIC HEALTH TO ACCEPT GRANT FUNDING TO STRENGTHEN PUBLIC HEALTH WORKFORCE

WHEREAS, Health Research, Inc./New York State Department of Health (HRI/NYSDOH) will be awarding a grant to Local Health Departments (LHD) sponsored by a Center for Disease Control (CDC) cooperative agreement to Strengthen the Public Health Workforce, CFDA# 93.967; and

WHEREAS, the purpose of the HRI grant is to assist Local Health Departments with Federal Grant Funding to Strengthen Public Health Workforce and Foundation Capabilities; and

WHEREAS, Sullivan County Department of Public Health (SCDPH) entered into an agreement on 9/12/2023 with Health Research, Inc., a domestic not-for profit corporation located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, and

WHEREAS, grant funds may be used to strengthen the Public Health workforce through hiring of Public Health positions, supporting retention of current staff, making upgrades to the workplace to increase employee satisfaction, providing public health training, and providing Public Health support services to the department; and

WHEREAS, the HRI/NYSDOH award will provide a total contract amount of \$5,740,394 over a five-year period December 1, 2022 through November 30, 2027; and

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 accept the award and 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.

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? Yes

Specify Compliance with Procurement Procedures:

Click or tap here to enter text.

AGREEMENT

This Agreement, made this 12th day of Sept., 2023 by and between HEALTH RESEARCH, INC., with offices located at Riverview Center, 150 Broadway, Ste. 280, Menands, NY, 12204-2893, hereinafter referred to as "HRI, a domestic not-for profit corporation, and

Sullivan County Public Health
PO Box 590
Liberty, NY 12754 hereinafter referred to as the "Contractor"
(a(n) State/Local Government

WITNESSETH

WHEREAS, HRI has been awarded a grant/contract from the Centers for Disease Control and Prevention, hereinafter referred to as the "Project Sponsor" under grant/contract number 6NE11OE0000160102, hereinafter referred to as "Sponsor Reference"; and,

WHEREAS, part of the overall project involves the following:

Strengthening Infrastructure, Workforce and Data Systems

WHEREAS, the Contractor has represented to HRI that it is knowledgeable, qualified, and experienced in the skill(s) required for this project, and that it is willing and capable of performing the services required hereunder

Now therefore, in consideration of the promises and mutual covenants herein, the parties hereto agree as follows:

Definitions: Throughout this Agreement, the following terms shall have the following definitions:

- "Contract Start Date": 12/01/2022
- "Contract End Date": 11/30/2027
- "Total Contract Amount": \$5,740,394
- "Maximum Reimbursable Amount": \$14,807
- "HRI Project Director": Ursula Bauer
- "FAIN Number": NE11OE000016
- "Required Voucher Frequency": Quarterly
- "HRI Contract Number": 7625-01
- "Catalog of Federal Domestic Assistance Number": 93.967 ("This contract is "Federally" funded.")

Budget Flexibility Percentage: 25 % Percent of Total - Cumulative re-budget among categories is allowed by this percentage of the Total Contract Amount, or \$250,000, whichever is less

Attachments / Exhibits: The following are hereby incorporated and made a part of this Agreement:

- Exhibit A - "Scope of Work"
- Exhibit B - "Budget"
- Exhibit C - "Reporting/Vouchering Instructions"
- Exhibit D - "Prime Federal Award Information" (if checked) [x]
- Attachment A - "General Conditions for HRI Contracts"
- Attachment B - "Program Specific Clauses" (if checked) [x]
- Attachment C - "Modifications to General Conditions and/or Program Specific Clauses" (if checked) []

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the date first above set forth.

Health Research, Inc

Sullivan County Public Health

Federal ID: 14-6002812-

UEI#: GDF2HNKKJBZ4

Elizabeth Wood

Name: Elizabeth Wood

Title: Deputy Director

Name:

Title:

Exhibit A – Deliverables
Grants to Local Health Departments to
Strengthen Public Health Workforce and Foundational Capabilities

Purpose: The program of work under this funding opportunity addresses long-standing weaknesses due to chronic underinvestment in New York’s public health system and strengthens preparedness to address new challenges and future public health emergencies. The investments in the local public health workforce and foundational capabilities supports Local Health Departments (LHDs) to address health inequities and disparities more effectively across populations and regions throughout their jurisdiction and better meet the ongoing and future public health needs of New Yorkers.

Requirements: Funds from this grant must be used to strengthen the county public health department and may not supplant existing public health department resources.

Uses: Grant funds may be used to strengthen the public health workforce through hiring of public health positions, supporting retention of current staff, making upgrades to the workplace to increase employee satisfaction, providing public health training, and providing public health support services to the public health department.

Short-term outcomes of this funding investment include improvements in the LHD workforce to include hiring new or vacant positions, retaining current staff through various investments or services, or improving foundational public health capabilities through training and other staffing enhancements.

Longer-term outcomes of this funding investment include improvements in the public health of the jurisdiction, especially among socially and economically marginalized communities.

Examples of Allowable Costs:

- Hire new staff or retain staff whose grant funding sources are expiring;
- Develop policies and best practices to guide use of funds for various recruitment and retention incentives; deploy the resources for these purposes;
- Contract with another agency to hire staff on the LHD’s behalf;
- Invest in staff retention efforts to include retention bonuses, base pay increases, tuition assistance, staff training opportunities (including travel to conferences and events) or other retention efforts;
- Partner with neighboring county or counties to hire staff in a shared staffing mod
- Invest in ‘special projects’, novel public health efforts and partnerships with academic or community partners to address workforce solutions;
- Invest in office upgrades to increase employee satisfaction with the workplace environment; examples include minor alterations, repairs, purchasing updated furniture, equipment, wifi expansion and implementation of software/technology solutions;
- Invest in internal data modernization solutions that will increase efficiencies and improve employee satisfaction.

Funding Restrictions:

- Funds cannot be used for research-related activities.
- Funds cannot be used for clinical care / direct patient care.

NOTE: Funds are intended to augment public health staffing capacity and cannot supplant existing commitments. These funds should result in a net increase of total county public health staff.

Reporting: TBD

NYSDOH Programmatic Contact: TBD

NYSDOH Fiscal Contact: Bridget Pardo, Grants Administration, NYSPHEP@health.ny.gov

New York State Department Of Health
Health Research, Inc. - PH Infrastructure, Workforce & Data Systems
 EXHIBIT B - Budget

Contractor : Albany County Department of Health

Contract Period : 12/1/22 - 11/30/27

Contract # : (for DOH use only)

HRI Account # : 15-2085-01

See instructions for important information. For budget modifications, be sure to sign and date (see below) and submit this page as a pdf. In addition, submit the entire budget file in Excel.

SUMMARY BUDGET

Budget Categories	Award	Original Budget	Modification	Revised Budget
SALARIES / PERSONNEL		\$ -	\$ -	\$ -
FRINGE BENEFITS		\$ -	\$ -	\$ -
SUPPLIES		\$ -	\$ -	\$ -
TRAVEL		\$ -	\$ -	\$ -
EQUIPMENT		\$ -	\$ -	\$ -
MISCELLANEOUS		\$ 14,807	\$ -	\$ 14,807
CONTRACTUAL / CONSULTANT		\$ -	\$ -	\$ -
ADMINISTRATIVE COSTS		\$ -	\$ -	\$ -
SUBTOTAL		\$ 14,807	\$ -	\$ 14,807
TOTAL 5 YEAR AWARD	\$ 740,394			
Year 1	\$ 148,082	\$ 133,275		\$ 133,275
Year 2	\$ 148,078	\$ 148,078		\$ 148,078
Year 3	\$ 148,078	\$ 148,078		\$ 148,078
Year 4	\$ 148,078	\$ 148,078		\$ 148,078
Year 5	\$ 148,078	\$ 148,078		\$ 148,078
DIRECT ASSISTANCE	\$ -	\$ -	\$ -	\$ -
RESTRICTED (For NYSDOH use only)	\$ 5,000,000	\$ 5,000,000		\$ 5,000,000
TOTAL :	\$ 5,740,394	\$ 5,740,394	\$ -	\$ 5,740,394

Reason for Proposed Changes (for budget modifications):

Contractor

Authorized Signature:

Date:

Miscellaneous

Contractor: Albany County Department of Health
Contract Period: 12/1/22 - 11/30/27

Funds may be used to support program-related miscellaneous costs. All services must be provided within the contract period (services provided prior to the beginning or after the end date of the contract are not allowable costs for reimbursement).

If your budget includes cell phones, AirCards, internet services, software, or other items assigned to individuals: Provide the name, title and role of staff that will be assigned the items, and a justification for need. Confirm that the items will be used 100% for contract activities. If the items or services are used for other purposes then the total cost must be allocated appropriately to all programs that will benefit.

Stipends: Fellowship stipends may be included under the Miscellaneous category in lieu of paying a salary. Provide the fellow name, title, annual stipend and description of fellowship responsibilities. Fellows may also be support by a salary. See Personal Services.

<u>Item Description</u>	<u>Amount</u>
10% of Year 1 Allocation	\$ 14,807

Total Miscellaneous Requested : \$ 14,807

Justification

Restricted

Contractor: Albany County Department of Health
Contract Period: 12/1/22 - 11/30/27

FOR NYSDOH USE ONLY

Purpose/Destination

Amount

Placeholder

\$ 5,000,000

Total Restricted: \$ 5,000,000

Justification

NYSDOH Note: Items in the Restricted budget category are not reimbursable.

Direct Assistance Budget Summary

Instructions: Below are the 3 current titles, costs and qualifications you may choose from, please complete the yellow-shaded sections of the worksheet below. If these will not fit your needs, please send us job qualifications so we can discuss this with the contractor.

NYSDOH Note: Items in the Direct Assistance budget category are not reimbursable through this contracts.

Public Consulting Group, Direct Assistance Staffing

Title	Hourly Pay Rate	Hourly Cost
Public Health Specialist	\$ 24.00	\$ 43.00
Public Health Specialist II	\$ 29.50	\$ 50.00
Senior Public Health Specialist	\$ 35.00	\$ 58.00

Columns G & H contain formulas

Personnel	Name	Hourly Cost	# of Hrs/Wk	Start Date	End Date	Total Paid	
						# of Weeks	Actual/Projected
Total							

Public Health Specialist - Qualifications

- A minimum of a high-school diploma or equivalent required; bachelor's degree is preferred. Experience in public health and/or clinical medicine a plus.
- Must be a NYS resident with familiarity of NYS geography, cities/towns/locations.
- Preference given to those who live within commuting distance of the official work location.
- Familiarity with and experience working in a health system in NYS is preferred. This includes, but is not limited to, hospitals, health care providers, health regulatory organizations, or schools.
- A flexible, adaptive, and composed attitude with the ability to interact professionally with culturally diverse individuals.
- Excellent organizational and communication skills.
- Critical thinking and sound judgment required.
- Ability to handle confidential information with discretion and professionalism.
- Experience leading tracking and reporting processes.
- Proficiency with computers including data entry into electronic tracking systems and running summary reports.
- Phenomenal work ethic with a positive attitude.
- Employment is contingent on completion of a background check by NY State.
- Own telephone, computer, wireless internet (WiFi) and electronic equipment.
- Must have access to a working PC with Windows 10, Antivirus Protection: Windows Defender and Windows Firewall; or Mac with Apple OS X 10.13, Antivirus Protection: Sophos; and personal mobile device to use for this job.

Public Health Specialist II – Qualifications

- This position is intended to execute complex tasks independently as well as coordinate the tasks of other team members.
- A minimum of a bachelor's degree is required. Experience in clinical medicine and/or public health a plus.
 - At least one year of experience within a health, public health, education, human services, or community-based organization, or institutional setting.
 - Experience working in a health system in NYS. This includes but is not limited to hospitals, health care providers, health regulatory organizations, community resources, social services or schools in NYS.
 - A flexible, adaptive, and composed attitude with the ability to interact professionally with culturally diverse individuals.
 - Excellent organizational and communication skills.
 - Critical thinking and sound judgment required.
 - Ability to handle confidential information with discretion and professionalism.
 - Experience leading tracking and reporting processes.
 - Proficiency with computers including data entry into electronic tracking systems and running summary reports.
 - Phenomenal work ethic with a positive attitude.
 - Employment is contingent on completion of a background check by NY State.
 - Must be a NYS resident with familiarity of NYS geography, cities/towns/locations.
 - Preference given to those who live within commuting distance to the official work location.
 - Own telephone, computer, wireless internet (WiFi) and electronic equipment.
 - Must have access to a working PC with Windows 10, Antivirus Protection: Windows Defender and Windows Firewall; or Mac with Apple OS X 10.13, Antivirus Protection: Sophos; and personal mobile device to use for this job.

Senior Public Health Specialist – Qualifications

- This position is intended to perform specialized/supervisory duties, such as serving as a subject matter expert, leading small teams, or providing other management of COVID-19 support services.
- A minimum of a bachelor's degree is required. Experience in clinical medicine and/or public health a plus.
 - At least three years of supervisory/management experience within a health, public health, education, human services, or community-based organization, or institutional setting.
 - Strong relationships and experience working in a health system in NYS. This includes but is not limited to hospitals, health care providers, health regulatory organizations, community resources, social services or schools in NYS.
 - Experience planning, directing and overseeing the work of others.
 - A flexible, adaptive, and composed attitude with the ability to interact professionally with culturally diverse individuals.
 - Excellent organizational and communication skills.
 - Critical thinking and sound judgment required.
 - Ability to handle confidential information with discretion and professionalism.
 - Experience leading tracking and reporting processes.
 - Proficiency with computers including data entry into electronic tracking systems and running summary reports.
 - Phenomenal work ethic with a positive attitude.
 - Employment is contingent on completion of a background check by NY State.
 - Must be a NYS resident with familiarity of NYS geography, cities/towns/locations.
 - Preference given to those who live within commuting distance to the official work location.
 - Must own telephone, computer, wireless internet (WiFi) and electronic equipment. Must have access to a working PC with Windows 10, Antivirus Protection: Windows Defender and Windows Firewall; or Mac with Apple OS X 10.13, Antivirus Protection: Sophos; and personal mobile device to use for this job.

Goals

Contractor: Albany County Department of Health
Contract Period: 12/1/22 - 11/30/27

1. How does the LHD plan to deploy these funds?

Justification

The plan is to use these funds to hire two staff and retain one staff. A small portion of this funding would be used toward investing in staff retention with providing bonuses for employees who did not get the healthcare worker bonuses.

2. Recognizing the intention of CDC to strengthen the public health infrastructure AND improve health outcomes in health among socially and economically marginalized communities, please describe how the LHD's use of these funds will contribute to improvements in health in socially and economically marginalized communities within the jurisdiction?

Justification

Our focus is 2 core issues, our chronically ill population and our Maternal Child Health population which are both addressed in the CHA/CHIP with the addition of 2 Community Health Workers.

3. Drawing from your jurisdictions Community Health Assessment and Health Improvement Plan, please briefly describe the communities with greatest need and describe how strengthening the local public health infrastructure will improve the LHD's ability to address health inequities in the community.

Justification

Exhibit C
Reporting, Vouchering and Other Requirements

The **Reporting Frequency** for this Contract shall be:

- Monthly Quarterly Semi Annually Annually
- Other (specify)_____

Voucher /Reports submission:

The Contractor shall submit all vouchers and reports required hereunder to the address noted below:

Email: nyspheap@health.ny.gov.



EXHIBIT D

Recipient Information

1. Recipient Name
HEALTH RESEARCH, INC.
150 Broadway STE 280
Menands, NY 12204-2732
[No Phone Record]

2. Congressional District of Recipient
20

3. Payment System Identifier (ID)
1141402155B1

4. Employer Identification Number (EIN)
141402155

5. Data Universal Numbering System (DUNS)
002436061

6. Recipient's Unique Entity Identifier (UEI)
G9H6SUM59YC4

7. Project Director or Principal Investigator
Dr. Ursula Bauer
ursula.bauer@health.ny.gov
518-408-2063

8. Authorized Official
Mrs. Cheryl A. Mattox
Authorizing Official
hringa@healthresearch.org
(581) 431-1200

Federal Agency Information
CDC Office of Financial Resources

9. Awarding Agency Contact Information
Kristal Thompson-Black
Grants Management Specialist
fmn4@cdc.gov
770-488-2734

10. Program Official Contact Information
Matthew McCaleb
Program Officer
uhe6@cdc.gov
1111111111

Federal Award Information

11. Award Number
1 NE11OE000016-01-00

12. Unique Federal Award Identification Number (FAIN)
NE11OE000016

13. Statutory Authority
317(K)(2) OF PHSA 42USC 247B(K)(2)

14. Federal Award Project Title
Strengthening NYSDOH Public Health Infrastructure, Workforce and Data Systems

15. Assistance Listing Number
93.967

16. Assistance Listing Program Title
CDC's Collaboration with Academia to Strengthen Public Health

17. Award Action Type
New

18. Is the Award R&D?
No

Summary Federal Award Financial Information

19. Budget Period Start Date	12/01/2022	- End Date	11/30/2023
20. Total Amount of Federal Funds Obligated by this Action	\$112,402,077.00		
20a. Direct Cost Amount	\$101,716,071.00		
20b. Indirect Cost Amount	\$10,686,006.00		
21. Authorized Carryover	\$0.00		
22. Offset	\$0.00		
23. Total Amount of Federal Funds Obligated this budget period	\$0.00		
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00		
25. Total Federal and Non-Federal Approved this Budget Period	\$112,402,077.00		
26. Period of Performance Start Date	12/01/2022	- End Date	11/30/2027
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	\$112,402,077.00		

28. Authorized Treatment of Program Income
ADDITIONAL COSTS

29. Grants Management Officer - Signature
Lakita Reid

30. Remarks



Recipient Information
Recipient Name HEALTH RESEARCH, INC. 150 Broadway STE 280 Menands, NY 12204-2732 [No Phone Record]
Congressional District of Recipient 20
Payment Account Number and Type 1141402155B1
Employer Identification Number (EIN) Data 141402155
Universal Numbering System (DUNS) 002436061
Recipient's Unique Entity Identifier (UEI) G9H6SUM59YC4
31. Assistance Type Project Grant
32. Type of Award Other

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$34,372,502.00
b. Fringe Benefits	\$13,001,161.00
c. Total Personnel Costs	\$47,373,663.00
d. Equipment	\$95,366.00
e. Supplies	\$450,951.00
f. Travel	\$764,400.00
g. Construction	\$0.00
h. Other	\$848,244.00
i. Contractual	\$52,183,447.00
j. TOTAL DIRECT COSTS	\$101,716,071.00
k. INDIRECT COSTS	\$10,686,006.00
l. TOTAL APPROVED BUDGET	\$112,402,077.00
m. Federal Share	\$112,402,077.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes							
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION	
3-9390JXA	23NE11OE000016A2	OE	410U	93.967	\$4,613,735.00	75-2224-0943	
3-9390LIZ	23NE11OE000016A1C6	OE	410U	93.967	\$107,788,342.00	75-X-0140	



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 1 NE11OE000016-01-00

FAIN# NE11OE000016

Federal Award Date: 11/29/2022

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

HEALTH RESEARCH, INC.

1 NE11OE000016-01-00

1. Award Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number OE22-2203, entitled Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems , and application dated August 15, 2022, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **\$113,684,180** is approved for the Year 1 budget period, which is December 1, 2022 through November 30, 2023. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Component/Project Funding: The NOFO provides for the funding of multiple components/strategies under this award. The approved component funding levels for this notice of award are:

NOFO Component	Amount
Strategy A1 - Workforce	\$ 107,788,342.00
Strategy A2 - Foundational Capabilities	\$ 4,613,735

The following component/strategy is approved but unfunded:

NOFO Component	
Strategy A3: Data Modernization	\$ 1,282,103

Available Funding:

Funding in the amount of \$112,402,077 in Financial Assistance (FA) is awarded on this NoA. The remainder of the budget period Approved Funding amount is subject to the availability of funds.

Financial Assistance Mechanism: Grant

Budget Revision Requirement: By January 16, 2023 the recipient must submit a revised budget with a narrative justification. Failure to submit the required information in a timely manner may

adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date. Please use the Budget Preparation Guidance <https://www.cdc.gov/grants/documents/budget-preparation-guidance.pdf>

- Recipient must submit a revised budget and narrative for revised funding total. Please follow the budget preparation guidelines and include the following:
 - Salaries and wages of the staff member for each position, a job description and each position's time and effort. If a position is vacant budget for a minimum of nine months for the first year to allow time for the hiring process; this also applies to contractors/consultants.
 - Fringe calculations should match the time and effort for all positions and include a breakdown of what is included in the fringe calculation (FICA, Worker's Comp, etc).
 - Clarify fringe benefits inconsistencies per the federally negotiated fringe rate agreement dated September 16, 2021.
 - The budget request the fringe benefit rate for the five-year duration of the grant. This rate is valid for years one through three. The recipient will be required to submit a new rate agreement for years four and five.
 - Itemize supplies and other costs with the item name, number of each item requested and the unit cost of each item.
 - Items under \$5,000 with a useful life of less than 1 year should be included in supplies.
 - Items over \$5,000 should be included in Equipment. Equipment requests should include a strong justification.
 - Itemize travel costs to not exceed your state or GSA standard please include the name/positions of proposed travelers, number of travelers, number of days for per diem and lodging, cost of per diem and lodging, ground transportation, baggage fees, etc. Mileage reimbursement should include number of trips, number of miles per trip, and the mileage reimbursement rate. All travel should include a description and relevance to the project. Include travel costs for recipient staff costs only. Travel for contractors or consultants should be listed in their itemized budgets and travel for advisory committee members or others should be included in other costs.
 - Proposed contractors should include all 6 elements listed on page 6 of the Budget Preparation Guidelines. Proposed consultants should include all 7 elements listed on page 2 of the Budget Preparation Guidelines.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all

of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

FUNDING RESTRICTIONS AND LIMITATIONS

Indirect Costs: Indirect costs are approved based on the negotiated indirect cost rate agreement dated September 16, 2021, which calculates indirect costs as follows, a Provisional rate of 18.9% of the base, which includes, (a) Institutional – (2) The Institutional rate is applicable to the following: Helen Hayes Hospital and The Wadsworth Center for Laboratories and Research. (b) Non-Institutional – (3) Non-Institutional rate is applicable to the following: Community Health, AIDS Institute, Environmental Health, Health Education Promotion, Health Care Financing, Health Care Standards, Health Facilities Planning, Vital Records, Oxford Home for Veterans, N.Y.C. Home for Veterans, and Western New York Veterans Home. The effective dates of this indirect cost rate are from April 1, 2022 to March 31, 2025.

Please Note: The application and budget request the indirect rate for the five-year duration of the project. This rate is valid for years one through three. The recipient will be required to submit a new rate agreement for years four and five.

REPORTING REQUIREMENTS

Recipient Evaluation and Performance Measurement Plan (required)

With support from CDC, recipients must elaborate on their initial applicant evaluation and performance measurement plan. This plan must be no more than 20 pages; recipients must submit the plan 6 months into the award. HHS/CDC will review and approve the recipient's monitoring and evaluation plan to ensure that it is appropriate for the activities to be undertaken as part of the agreement, for compliance with the monitoring and evaluation guidance established by HHS/CDC, or other guidance otherwise applicable to this Agreement.

Recipient Evaluation and Performance Measurement Plan (required): This plan should provide additional detail on the following:

Performance Measurement

- Performance measures and targets
- The frequency that performance data are to be collected.
- How performance data will be reported.
- How quality of performance data will be assured.
- How performance measurement will yield findings to demonstrate progress towards achieving NOFO goals (e.g., reaching target populations or achieving expected outcomes).

- Dissemination channels and audiences.
- Other information requested as determined by the CDC program.

Evaluation

- The types of evaluations to be conducted (e.g. process or outcome evaluations).
- The frequency that evaluations will be conducted.
- How evaluation reports will be published on a publicly available website.
- How evaluation findings will be used to ensure continuous quality and program improvement.
- How evaluation will yield findings to demonstrate the value of the NOFO (e.g., effect on improving public health outcomes, effectiveness of NOFO, cost-effectiveness or cost-benefit).
- Dissemination channels and audiences.

HHS/CDC or its designee will also undertake monitoring and evaluation of the defined activities within the agreement. The recipient must ensure reasonable access by HHS/CDC or its designee to all necessary sites, documentation, individuals and information to monitor, evaluate and verify the appropriate implementation the activities and use of HHS/CDC funding under this Agreement.

Required Disclosures for Federal Awardee Performance and Integrity Information System

(FAPIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Kristal Thompson-Black, Grants Management Officer/Specialist
Centers for Disease Control and Prevention
Branch 3, Office of Financial Services
2939 Flowers RD.
Atlanta, GA 30341
Email: fmn4@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW

Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

This award contains funding from multiple components. The grant document number identified beginning on the bottom of Page 2 of the Notice of Award and component name, and below subaccount title(s) must be known to draw down funds.

<u>Component:</u> Strategy A1

<u>Document Number:</u> 23NE11OE000016A1
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<u>Component:</u> Strategy A2

<u>Document Number:</u> 23NE11OE000016A2
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Attachment A
General Terms and Conditions - Health Research Incorporated Contracts

1. **Term** - This Agreement shall be effective and allowable costs may be incurred by the Contractor from the Contract Start Date through the Contract End Date, (hereinafter, the "Term") unless terminated sooner as hereinafter provided or extended by mutual agreement of the parties.
2. **Allowable Costs/Contract Amount –**
 - a) In consideration of the Contractor's performance under this Agreement, HRI shall reimburse the Contractor for allowable costs incurred in performing the Scope of Work, which is attached hereto as Exhibit A, in accordance with the terms and subject to the limits of this Agreement.
 - b) It is expressly understood and agreed that the aggregate of all allowable costs under the Agreement shall in no event exceed the Total Contract Amount, except upon formal amendment of this Agreement as provided herein below.
 - c) The allowable cost of performing the work under this Agreement shall be the costs approved in the Budget attached hereto as Exhibit B and actually incurred by the Contractor, either directly incident or properly allocable, to the Agreement, in the performance of the Scope of Work. For work performed under a Scope of Work that results from a federally funded grant or contract, Contractor's costs must be in accordance with cost principles of the Department of Health and Human Services Grants Policy Statement (HHS GPS). To be allowable, a cost must be reasonable, necessary, and cost-effective (as reasonably determined by HRI). In calculating costs, the accounting practices of Contractor must be based on generally accepted accounting principles and practices appropriate to the circumstances and consistent with other comparable activities of Contractor. Costs resulting from inconsistent practices in excess of the amount that would have resulted from using practices consistent with this Section 2(c) are unallowable. Contractor shall supply documentation of such policies and procedures to HRI when requested.
 - d) Irrespective of whether the "Audit Requirements" specified in paragraph 3(a) are applicable to this Agreement, all accounts and records of cost relating to this Agreement shall be subject to audit by HRI or its duly authorized representative(s) and/or the Project Sponsor during the Term and for three years after the final voucher is submitted for payment. This provision includes the right for HRI to request copies of source documentation in support of any costs claimed. If an audit is started before the expiration of the 3-year period, the records must be retained until all findings involving the records have been resolved and final action taken. Any reimbursement made by HRI under this Agreement shall be subject to retroactive correction and adjustment upon such audits. The Contractor agrees to repay HRI promptly any amount(s) determined on audit to have been incorrectly paid. HRI retains the right, to the extent not prohibited by law or its agreements with the applicable Project Sponsor(s) to recoup any amounts required to be repaid by the Contractor to HRI by offsetting those amounts against amounts due to the Contractor from HRI pursuant to this or other agreements. The Contractor shall maintain appropriate and complete accounts, records, documents, and other evidence showing the support for all costs incurred under this Agreement.
3. **Administrative, Financial and Audit Regulations –**
 - a) This Agreement shall be audited, administered, and allowable costs shall be determined in accordance with the terms of this Agreement and the requirements and principles applicable to the Contractor as noted below, including, but not limited to, the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (referred to herein as the "Uniform Guidance") as codified in Title 2 of the Code of Federal Regulations. The federal regulations specified below apply to the Contractor (excepting the "Audit Requirements," which apply to federally- funded projects only), regardless of the source of the funding specified (federal/non-federal) on the face page of this Agreement. For non-federally funded projects any right granted by the regulation to the federal sponsor shall be deemed granted to the Project Sponsor. It is understood that a Project Sponsor may impose restrictions/requirements beyond those noted below in which case such restrictions/requirements will be noted in Attachment B Program Specific Clauses.

Contractor Type	Administrative Requirements	Cost Principles	Audit Requirements Federally Funded Only
College or University	Uniform Guidance	Uniform Guidance	Uniform Guidance
Not-for-Profit	Uniform Guidance	Uniform Guidance	Uniform Guidance
State, Local Gov. or Indian Tribe	Uniform Guidance	Uniform Guidance	Uniform Guidance
For-Profit	45 CFR Part 74	48 CFR Part 31.2	Uniform Guidance
Hospitals	2 CFR Part 215	45 CFR Part 74	Uniform Guidance

- b) If this Agreement is federally funded, the Contractor will provide copies of audit reports required under any of the above audit requirements to HRI within 30 days after completion of the audit.

4. Payments -

- a) No payments will be made by HRI until such time as HRI is in receipt of the following items:
- Insurance Certificates pursuant to Article 9;
 - A copy of the Contractor's latest audited financial statements (including management letter if requested);
 - A copy of the Contractor's most recent 990 or Corporate Tax Return;
 - A copy of the Contractor's approved federal indirect cost rate(s) and fringe benefit rate (the "federal rates"); or documentation (which is acceptable to HRI) which shows the Contractor's methodology for allocating these costs to this Agreement. If, at any time during the Term the federal rates are lower than those approved for this Agreement, the rates applicable to this Agreement will be reduced to the federal rates;
 - A copy of the Contractor's time and effort reporting system procedures (which are compliant with the Uniform Guidance) if salaries and wages are approved in the Budget.
 - A copy of equipment policy if equipment is in the approved budget.
 - Further documentation as requested by HRI to establish the Contractor's fiscal and programmatic capability to perform under this Agreement.

Unless and until the above items are submitted to and accepted by HRI, the Contractor will incur otherwise allowable costs at its own risk and without agreement that such costs will be reimbursed by HRI pursuant to the terms of this Agreement. No payments, which would otherwise be due under this Agreement, will be due by HRI until such time, if ever, as the above items are submitted to and accepted by HRI.

- b) The Contractor shall submit voucher claims and reports of expenditures at the Required Voucher Frequency noted on the face page of this Agreement, in such form and manner, as HRI shall require. HRI will reimburse Contractor upon receipt of expense vouchers pursuant to the Budget in Exhibit B, so long as Contractor has adhered to all the terms of this Agreement and provided the reimbursement is not disallowed or disallowable under the terms of this Agreement. All information required on the voucher must be provided or HRI may pay or disallow the costs at its discretion. HRI reserves the right to request additional back up documentation on any voucher submitted. Further, all vouchers must be received within thirty (30) days of the end of each period defined as the Required Voucher Frequency (i.e. each month, each quarter). Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than sixty (60) days from termination of the Agreement. Vouchers received after the 60 day period may be paid or disallowed at the discretion of HRI.
- c) The Contractor agrees that if it shall receive or accrue any refunds, rebates, credits or other amounts (including any interest thereon) that relate to costs for which the Contractor has been reimbursed by HRI under this Agreement it shall notify HRI of that fact and shall pay or, where appropriate, credit HRI those amounts.
- d) The Contractor represents, warrants and certifies that reimbursement claimed by the Contractor under this Agreement shall not duplicate reimbursement received from other sources, including, but not limited to client fees, private insurance, public donations, grants, legislative funding from units of government, or any other source. The terms of this paragraph shall be deemed continuing representations upon which HRI has relied in entering into and which are the essences of its agreements herein.
5. **Termination** - Either party may terminate this Agreement with or without cause at any time by giving thirty (30) days written notice to the other party. HRI may terminate this Agreement immediately upon written notice to the Contractor in the event of a material breach of this Agreement by the Contractor. It is understood and agreed, however, that in the event that Contractor is in default upon any of its obligations hereunder at the time of any termination, such right of termination shall be in addition to any other rights or remedies which HRI may have against Contractor by reason of such default. Upon termination of the Agreement by either party for any reason, Contractor shall immediately turn over to HRI any works in progress, materials, and deliverables (whether completed or not) related to the services performed up to the date of termination.
6. **Representations and Warranties** – Contractor represents and warrants that:
- a) it has the full right and authority to enter into and perform under this Agreement;
 - b) it will perform the services set forth in Exhibit A in a workmanlike manner consistent with applicable industry practices;
 - c) the services, work products, and deliverables provided by Contractor will conform to the specifications in Exhibit A;
 - d) there is no pending or threatened claim or litigation that would have a material adverse impact on its ability to perform as required by this Agreement.

7. Indemnity - To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend HRI, its agents, employees, officers, board members, the New York State Department of Health, and the People of the State of New York against all claims, damages, losses or expenses including but not limited to attorneys' fees arising out of or resulting from the performance of the agreement, provided any such claim, damage, loss or expense arises out of, or in connection with, any act or omission by Contractor, or anyone directly or indirectly employed or contracted by Contractor, in the performance of services under this Agreement, and such acts or omissions (i) constitute negligence, willful misconduct, or fraud; (ii) are attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from; (iii) cause the breach of any confidentiality obligations set forth herein; (iv) relate to any claim for compensation and payment by any employee or agent of Contractor; (v) result in intellectual property infringement or misappropriation by Contractor, its employees, agents, or subcontractors; or (vi) are violations of regulatory or statutory provisions of the New York State Labor Law, OSHA or other governing rule or applicable law. The obligation of the Contractor to indemnify any party under this paragraph shall not be limited in any manner by any limitation of the amount of insurance coverage or benefits including workers' compensation or other employee benefit acts provided by the Contractor. In all subcontracts entered into by the Contractor related to performance under this Agreement, the Contractor will include a provision requiring the subcontractor to provide the same indemnity and hold harmless to the indemnified parties specified in this paragraph.

8. Amendments/Budget Changes –

- a) This Agreement may be changed, amended, modified or extended only by mutual consent of the parties provided that such consent shall be in writing and executed by the parties hereto prior to the time such change shall take effect, with the exception of changes and amendments that are made mandatory by the Project Sponsor under the sponsoring grant/contract, which will take effect in accordance with the Project Sponsor's requirements and schedule.
- b) In no event shall there be expenses charged to a restricted budget category without prior written consent of HRI.
- c) The Budget Flexibility Percentage indicates the percent change allowable in each category of the Budget, with the exception of a restricted budget category. As with any desired change to this Agreement, budget category deviations exceeding the Budget Flexibility Percentage in any category of the Budget are not permitted unless approved in writing by HRI. In no way shall the Budget Flexibility Percentage be construed to allow the Contractor to exceed the Total Contract Amount less the restricted budget line, nor shall it be construed to permit charging of any unallowable expense to any budget category. An otherwise allowable charge is disallowed if the charge amount plus any Budget Flexibility Percentage exceeds the amount of the budget category for that cost.

9. Insurance –

- a) The Contractor shall maintain or cause to be maintained, throughout the Term, insurance or self-insurance equivalents of the types and in the amounts specified in section b) below. Certificates of Insurance shall evidence all such insurance. It is expressly understood that the coverage's and limits referred to herein shall not in any way limit the liability of the Contractor. The Contractor shall include a provision in all subcontracts requiring the subcontractor to maintain the same types and amounts of insurance specified in b) below.
- b) The Contractor shall purchase and maintain at a minimum the following types of insurance coverage and limits of liability:
 - 1) Commercial General Liability (CGL) with limits of insurance of not less than \$1,000,000 each Occurrence and \$2,000,000 Annual Aggregate. If the CGL coverage contains a General Aggregate Limit, such General Aggregate shall apply separately to each project. HRI and the People of the State of New York shall be included as Additional Insureds on the Contractor's CGL, using ISO Additional Insured Endorsement CG 20 10 11 85 or an endorsement providing equivalent coverage to the Additional Insureds. The CGL insurance for the Additional Insureds shall be as broad as the coverage provided for the Named Insured Contractor. It shall apply as primary and non-contributing insurance before any insurance maintained by the Additional Insureds.
 - 2) Business Automobile Liability (AL) with limits of insurance of not less than \$1,000,000 each accident. AL coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.
 - 3) Workers Compensation (WC) & Employers Liability (EL) with limits of insurance of not less than \$100,000 each accident for bodily injury by accident and \$100,000 each employee for injury by disease.
 - 4) If specified by HRI, Professional Liability Insurance with limits of liability of \$1,000,000 each occurrence and \$3,000,000 aggregate.
- c) Provide that such policy may not be canceled or modified until at least 30 days after receipt by HRI of written notice thereof; and

d) Be reasonably satisfactory to HRI in all other respects.

10. Publications and Conferences –

- a) All written materials, publications, journal articles, audio-visuals that are either presentations of, or products of the Scope of Work which are authorized for publication or public dissemination, subject to the confidentiality restrictions herein, will acknowledge HRI, the New York State Department of Health (DOH) and the Project Sponsor and will specifically reference the Sponsor Reference Number as the contract/grant funding the work with a disclaimer, as appropriate, such as: “The content of this publication (journal article, etc.) is solely the responsibility of the authors and does not necessarily represent the official views of HRI or the Project Sponsor. This requirement shall be in addition to any publication requirements or provisions specified in Attachment B – Program Specific Clauses.
- b) Conference Disclaimer: Where a conference is funded by a grant, cooperative agreement, sub-grant and/or a contract the recipient must include the following statement on conference materials, including promotional materials, agenda, and Internet sites, “Funding for this conference was made possible (in part) by the <insert Project Sponsor name>. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of HRI, NYS Department of Health or the Project Sponsor, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.”

Use of Logos: In order to avoid confusion as to the conference source or a false appearance of Government, HRI or DOH endorsement, the Project Sponsor, HRI and/or DOH’s logos may not be used on conference materials without the advance, express written consent of the Project Sponsor, HRI and/or DOH.

11. Title -

- a) Unless noted otherwise in an attachment to this Agreement, title to all equipment purchased by the Contractor with funds from this Agreement will remain with Contractor. Notwithstanding the foregoing, at any point during the Term or within 180 days after the expiration of the Term, HRI may require, upon written notice to the Contractor, that the Contractor transfer title to some or all of such equipment to HRI. The Contractor agrees to expeditiously take all required actions to effect such transfer of title to HRI when so requested. In addition to any requirements or limitations imposed upon the Contractor pursuant to paragraph 3 hereof, during the Term and for the 180 day period after expiration of the Term, the Contractor shall not transfer, convey, sublet, hire, lien, grant a security interest in, encumber or dispose of any such equipment. The provisions of this paragraph shall survive the termination of this Agreement.
- b) Contractor acknowledges and agrees that all work products, deliverables, designs, writings, inventions, discoveries, and related materials (collectively, “Works”) made, produced or delivered by Contractor in the performance of its obligations hereunder will be owned exclusively by HRI. All copyrightable Works are “works made for hire”, which are owned by HRI. Contractor will assign, and hereby assigns and transfers to HRI, all intellectual property rights in and to Works, including without limitation, copyrights, patent rights, trademark rights, and trade secret rights. The Contractor shall take all steps necessary to effect the transfer of the rights granted in this paragraph to HRI. As set forth in paragraph 18(d) herein, Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R. 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith. The provisions of this paragraph shall survive the termination of this Agreement.

12. Confidentiality - Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under the Agreement and in conformity with applicable provisions of laws and regulations or specified in Attachment B, Program Specific Clauses. Contractor acknowledges and agrees that, during the course of performing services under this Agreement, it may receive information of a confidential nature, whether marked or unmarked, (“Confidential Information”). Contractor agrees to protect such Confidential Information with the same degree of care it uses to protect its own confidential information of a similar nature and importance, but with no less than reasonable care. Contractor will not use Confidential Information for any purpose other than to facilitate the provision of services under this Agreement, and Contractor will not disclose Confidential Information in an unauthorized manner to any third party without HRI’s advance written consent.

13. Equal Opportunity and Non-Discrimination - Contractor acknowledges and agrees, whether or not required by Article 15 of the New York State Executive Law (also known as the Human Rights Law) or any other State or Federal statutory or constitutional non-discrimination provisions, that Contractor will not discriminate against any employee or applicant for employment because of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or familial status, domestic violence victim status, individual’s relationship or association with a member of a protected category or any other basis protected by applicable state and federal law. Furthermore, Contractor agrees that neither it nor its authorized subcontractors, if any, shall, by reason of race, color, creed, religion, sex, sexual orientation, gender identity, national origin, age, disability, pregnancy-related condition, military or veteran status, genetic predisposition or carrier status, marital or

familiar status, domestic violence victim status, individual's relationship or association with a member of a protected category or any other basis protected by applicable state and federal law: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this Agreement. Contractor is subject to fines of \$50.00 per person per day for any violation of this provision, or of Section 220-e or Section 239 of the New York State Labor Law, as well as possible termination of this Agreement and forfeiture of all moneys due hereunder for a second or subsequent violation.

14. Use of Names - Unless otherwise specifically provided for in Attachment B, Program Specific Clauses, and excepting the acknowledgment of sponsorship of this work as required in paragraph 10 hereof (Publications), the Contractor will not use the names of Health Research, Inc. the New York State Department of Health, the State of New York or any employees or officials of these entities without the express written approval of HRI.

15. Site Visits and Reporting Requirements -

- a) Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance of the services under this Agreement (collectively, "Records"). The Records must be kept for three years after the final voucher is paid.
- b) HRI and the Project Sponsor or their designee(s) shall have the right to conduct site visits where services are performed and observe the services being performed by the Contractor and any subcontractor and inspect Records. The Contractor shall render all assistance and cooperation to HRI and the Project Sponsor in connection with such visits. The surveyors shall have the authority, to the extent designated by HRI, for determining contract compliance as well as the quality of services being provided.
- c) The Contractor agrees to provide the HRI Project Director, or his or her designee complete reports, including but not limited to, narrative and statistical reports relating to the project's activities and progress at the Reporting Frequency specified in Exhibit C. The format of such reports will be determined by the HRI Project Director and conveyed in writing to the Contractor.

16. Miscellaneous –

- a) Contractor and any subcontractors are independent contractors, not partners, joint venturers, or agents of HRI, the New York State Department of Health or the Project Sponsor; nor are the Contractor's or subcontractor's employees considered employees of HRI, the New York State Department of Health or the Project Sponsor for any reason. Contractor shall pay employee compensation, fringe benefits, disability benefits, workers compensation and/or withholding and other applicable taxes (collectively the "Employers Obligations") when due. The contractor shall include in all subcontracts a provisions requiring the subcontractor to pay its Employer Obligations when due. Contractor is fully responsible for the performance of any independent contractors or subcontractors.
- b) This Agreement may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet, subjected to any security interest or encumbrance of any type, or disposed of without the previous consent, in writing, of HRI.
- c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- d) Contractor shall have no interest, financial or otherwise, direct or indirect, or engage in any business, transaction, or professional activity, that may create a conflict, or the appearance of a conflict, with the proper discharge of Contractor's duties under this Agreement or the conflict of interest policy of any agency providing federal funding under this Agreement. In the event any actual or potential conflict arises, Contractor agrees to notify HRI in writing within ten (10) days to allow HRI to evaluate any potential or actual conflict. Contractor certifies that it has implemented and is in compliance with a financial conflict of interest policy that complies with 42 CFR Part 50 Subpart F, as may be amended from time to time. Contractor acknowledges that it cannot engage in any work or receive funding from HRI until they have disclosed all financial conflicts of interest and identified an acceptable management strategy to HRI. At HRI's request, Contractor will provide information about how it identified, managed, reduced or eliminated conflicts of interest. Failure to disclose such conflicts or to provide information to HRI may be cause for termination as specified in the Terms & Conditions of this Agreement. HRI shall provide Contractor with a copy of notifications sent to the funding agency under this Agreement.
- e) Regardless of the place of physical execution or performance, this Agreement shall be construed according to the laws of the State of New York and shall be deemed to have been executed in the State of New York. Any action to enforce, arising out of or relating in any way to any of the provisions of this Agreement may only be brought and prosecuted in such court or courts located in the State of New York as provided by law; and the parties' consent to the jurisdiction of said court or courts located in the State of New York and to venue in and for the County of Albany to the exclusion of all other court(s) and to service of process by certified or registered mail, postage prepaid, return

receipt requested, or by any other manner provided by law. The provisions of this paragraph shall survive the termination of this Agreement.

- f) All official notices to any party relating to material terms hereunder shall be in writing, signed by the party giving it, and shall be sufficiently given or served only if sent by registered mail, return receipt requested, addressed to the parties at their addresses indicated on the face page of this Agreement.
- g) If any provision of this Agreement or any provision of any document, attachment or Exhibit attached hereto or incorporated herein by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement but this Agreement shall be reformed and construed as if such invalid provision had never been contained herein and such provision reformed so that it would be valid, operative and enforceable to the maximum extent permitted.
- h) The failure of HRI to assert a right hereunder or to insist upon compliance with any term or condition of this Agreement shall not constitute a waiver of that right by HRI or excuse a similar subsequent failure to perform any such term or condition by Contractor.
- i) It is understood that the functions to be performed by the Contractor pursuant to this Agreement are non-sectarian in nature. The Contractor agrees that the functions shall be performed in a manner that does not discriminate on the basis of religious belief and that neither promotes nor discourages adherence to particular religious beliefs or to religion in general.
- j) In the performance of the work authorized pursuant to this Agreement, Contractor agrees to comply with all applicable project sponsor, federal, state and municipal laws, rules, ordinances, regulations, guidelines, and requirements governing or affecting the performance under this Agreement in addition to those specifically included in the Agreement and its incorporated Exhibits and Attachments.
- k) This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to the Agreement by facsimile transmission or PDF shall be as effective as delivery of a manually signed counterpart.
- l) The following pertains only to Contractors located in New York City or doing business in New York City: Contractor agrees it is compliant with NYC Local Law 96 (2018) Stop Sexual Harassment in NYC Act.
- m) Contractor agrees it is compliant with New York State's training requirements for preventing sexual harassment and provides such training on an annual basis, pursuant to Section 201-g of the Labor Law.

17. Federal Regulations/Requirements Applicable to All HRI Agreements -

The following are federal regulations, which apply to all Agreements; regardless of the source of the funding (federal/non-federal) specified on the face page of this Agreement. Accordingly, regardless of the funding source, the Contractor agrees to abide by the following:

- a) Human Subjects, Derived Materials or Data - If human subjects are used in the conduct of the work supported by this Agreement, the Contractor agrees to comply with the applicable federal laws, regulations, and policy statements issued by DHHS in effect at the time the work is conducted, including but not limited to Section 474(a) of the HHS Act, implemented by 45 CFR Part 46 as amended or updated. The Contractor further agrees to complete an OMB No. 0990-0263 form on an annual basis.
- b) Laboratory Animals - If vertebrate animals are used in the conduct of the work supported by this Agreement, the Contractor shall comply with the Laboratory Animal Welfare Act of 1966, as amended (7 USC 2131 et. seq.) and the regulations promulgated thereunder by the Secretary of Agriculture pertaining to the care, handling and treatment of vertebrate animals held or used in research supported by Federal funds. The Contractor will comply with the *HHS Policy on Humane Care and Use of Laboratory Animals by Awardee Institutions* and the *U.S. Government Principles for the Utilization and Care of Vertebrate Animals Used in Testing, Research and Training*.
- c) Research Involving Recombinant DNA Molecules - The Contractor and its respective principle investigators or research administrators must comply with the most recent *Public Health Service Guidelines for Research Involving Recombinant DNA Molecules* published at Federal Register 46266 or such later revision of those guidelines as may be published in the Federal Register as well as current *NIH Guidelines for Research Involving Recombinant DNA Molecules*.
- d) Contractor is required to register with SAM.gov and maintain active status as stated in 2 CFR Subtitle A, Chapter 1, and Part 25. Contractor must maintain the accuracy/currency of the information in SAM at all times during which the

Contractor has an active agreement with HRI. Additionally, the Contractor is required to review and update the information at least annually after the initial registration, and more frequently if required by changes in information.

e) Equal Employment Opportunity – for all agreements

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a) which is hereby incorporated herein.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

f) National Labor Relations Act (Executive Order 13496)

Contractors that are not exempt from the National Labor Relations Act and have contracts, subcontracts or purchase orders subject to EO 13496 must satisfy the requirements of that Executive Order and its implementing regulations at 29 CFR Part 471 to be in compliance with the law.

18. Federal Regulations/Requirements Applicable to Federally Funded Agreements through HRI -

The following clauses are applicable only for Agreements that are specified as federally funded on the Agreement face page:

- a) If the Project Sponsor is an agency of the Department of Health and Human Services: The Contractor must be in compliance with the following Department of Health and Human Services and Public Health Service regulations implementing the statutes referenced below and assures that, where applicable, it has a valid assurance (HHS-690) concerning the following on file with the Office of Civil Rights, Office of the Secretary, HHS.
- 1) Title VI of the Civil Rights Act of 1964 as implemented in 45 CFR Part 80.
 - 2) Section 504 of the Rehabilitation Act of 1973, as amended, as implemented by 45 CFR Part 84.
 - 3) The Age Discrimination Act of 1975 (P.L. 94-135) as amended, as implemented by 45 CFR 1.
 - 4) Title IX of the Education Amendments of 1972, in particular section 901 as implemented at 45 CFR Part 86 (elimination of sex discrimination).
 - 5) Sections 522 and 526 of the HHS Act as amended, implemented at 45 CFR Part 84 (non-discrimination for drug/alcohol abusers in admission or treatment).
 - 6) Section 543 of the HHS Act as amended as implemented at 42 CFR Part 2 (confidentiality of records of substance abuse patients).
 - 7) Trafficking in Persons – subject to the requirement of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104).
 - 8) HHS regulatory requirements on Responsibility of Applicants for Promoting Objectivity in Research and financial conflicts of interest set forth in 42 C.F.R Parts 50 and 94.
 - 9) Contractor agrees to comply with other requirements of the Project Sponsor, if applicable, set forth in the HHS Grants Policy Statement.
- b) Notice as Required Under Public Law 103-333: If the Project Sponsor is an agency of the Department of Health and Human Services, the Contractor is hereby notified of the following statement made by the Congress at Section 507(a) of Public Law 103-333 (The DHHS Appropriations Act, 1995, hereinafter the "Act"): It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available in this Act should be American-made.
- c) Contractor agrees that if the Project Sponsor is other than an agency of the DHHS, items 1, 2, 3 and 4 in subsection a) above shall be complied with as implemented by the Project Sponsor.
- d) Contractor agrees that the Standard Patent Rights Clauses under the Bayh-Dole Act (37 C.F.R 401) are hereby incorporated by reference and shall supersede any terms in this Agreement that may conflict therewith.
- e) Criminal Penalties for Acts Involving Federal Health Care Programs_- Recipients and sub-recipients of Federal funds are subject to the strictures of 42 U.S.C. 1320A-7B(b)) and should be cognizant of the risk of criminal and administrative liability under this statute, including for making false statements and representations and illegal remunerations.

- f) Equipment and Products - To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made.
- g) Acknowledgment of Federal Support – When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part by federal money, all awardees receiving Federal funds, including and not limited to State and local governments and recipients of Federal research grants, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of Federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- h) Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a-7b (b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) and individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) in return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item for which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than \$25,000 or imprisoned for not more than five years or both.
- i) Clean Air Act and the Federal Water Pollution Control Act Compliance - If this contract is in excess of \$150,000, Contractor agrees to comply and to require that all subcontractors have complied, where applicable, with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- j) Americans With Disabilities Act - This agreement is subject to the provisions of Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132 ("ADA") and regulations promulgated pursuant thereto, see 28 CFR Part 35. The Contractor shall not discriminate against an individual with a disability, as defined in the ADA, in providing services, programs or activities pursuant to this Agreement.
- k) Whistleblower Policy: Congress has enacted whistleblower protection statute 41 U.S.C. 4712, which applies to all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts. This program requires all grantees, subgrantees and subcontractors to: inform their employees working on any federally funded award they are subject to the whistleblower rights and remedies of the program; inform their employee in writing of employee whistleblower protections under 41 U.S.C. 4712 in the predominant native language of the workforce; and Contractors and grantees will include such requirements in any agreement made with a subcontractor or subgrantee.

The statute (41 U.S.C. 4712) states that an “employee of a contractor, subcontractor, grantee [or subgrantee] may not be discharged, demoted, or otherwise discriminated against as a reprisal for “whistleblowing”. In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.

Whistleblowing is defined as making a disclosure “that the employee reasonably believes is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee’s disclosure must be made to: a Member of Congress or a representative of a Congressional committee; or an Inspector General; or the Government Accountability Office; or a Federal employee responsible for contract or grant oversight or management at the relevant agency; or an authorized official of the Department of Justice or other law enforcement agency; or a court or grand jury; a management official or other employee of the contractor, subcontractor, grantee or subgrantee who has the responsibility to investigate, discover or address misconduct.

19. Required Federal Certifications –

Acceptance of this Agreement by Contractor constitutes certification by the Contractor of all of the following:

- a) The Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

- b) The Contractor is not delinquent on any Federal debt.
- c) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) – Contracts for \$100,000 or more must file the required certifications. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- d) The Contractor shall comply with the requirements of the Pro-Children Act of 1994 and shall not allow smoking within any portion of any indoor facility used for the provision of health, day care, early childhood development, education or library services to children under the age of eighteen (18) if the services are funded by a federal program, as this Agreement is, or if the services are provided in indoor facilities that are constructed, operated or maintained with such federal funds.
- e) The Contractor has established administrative policies regarding Scientific Misconduct as required by the Final Rule 42 CFR Part 93, Subpart A as published at the 54 Federal Register 32446, August 8, 1989.
- f) The Contractor maintains a drug free workplace in compliance with the Drug Free Workplace Act of 1988 as implemented in 45 CFR Part 76.
- g) If the Project Sponsor is either an agency of the Public Health Service or the National Science Foundation, the Contractor is in compliance with the rules governing Objectivity in Research as published in 60 Federal Register July 11, 1995.
- h) Compliance with EO13513, Federal Leadership on Reducing Text Messaging while Driving, October 1, 2009. Recipients and sub recipients of CDC grant funds are prohibited both from texting while driving a Government owned vehicle and/or using Government furnished electronic equipment while driving any vehicle. Grant recipients and sub recipients are responsible for ensuring their employees are aware of this prohibition and adhere to this prohibition.
- i) EO 13166, August 11, 2000, requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency can meaningfully access health and social services. A program of language assistance should provide for effective communication between the service provider and the person with limited English proficiency to facilitate participation in, and meaningful access to, services. The obligations of recipients are explained on the OCR website at <http://www.hhs.gov/sites/default/files/ocr/civilrights/resources/specialtopics/lep/lepguidance.pdf>.
- j) Equal Employment Opportunity, requires compliance with E.O. 13672 "Further Amendments to Executive Order 11478, Equal Employment Opportunity in the Federal Government, and Executive Order 11246, "Equal Employment Opportunity", and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The Contractor shall require that the language of all of the above certifications will be included in the award documents for all subawards under this Agreement (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. The Contractor agrees to notify HRI immediately if there is a change in its status relating to any of the above certifications.

Attachment "B" Program Specific Clauses

1. The following replaces the last sentence in Attachment A, Paragraph 4 b). Payments. "Contractor shall submit a final voucher designated by the Contractor as the "Completion Voucher" no later than Thirty (30) days from termination of the Agreement."
2. Guarantees and Damages: The work shall be commenced at the time stated in the Contract, and shall be completed no later than the time of completion specified in the Contract.
 - a. It is hereby understood and mutually agreed, by and between the Contractor and HRI, that the time for completion of the Work on the Deliverables, as specified in Exhibit A, is an essential condition of the Contract.
 - b. The Contractor agrees that the Work shall be carried out regularly, diligently, and uninterruptedly at such rate of progress to insure full completion within the time specified. It is expressly understood and agreed, by and between the Contractor and HRI that the time for completion of the Work described herein is a reasonable time.
 - c. The Contractor hereby guarantees HRI that Deliverable Work will be completed within the contract period. If the Contractor does not complete the Work within the contract period, or any proper extension thereof granted by HRI, the Contractor agrees to pay to HRI liquidated damages, according the following schedule:
 - 1st Offense- 1% of total contract
 - 2nd Offense- 5% of total contract
 - 3rd Offense- 10% of total contract
 - d. HRI reserves the right to waive liquidated damages.
 - e. It is further agreed that time is of the essence for each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. The Contractor shall not be charged with liquidated damages or any excess cost if HRI determines that the Contractor is without fault and that the delay in completion of the Work is due to:
 - i. any preference, priority or allocation order duly issued by the government of the United States or the State of New York; and
 - ii. an unforeseeable cause beyond the control and without the fault of, or negligence of the Contractor, and approved by HRI, including, but not limited to, acts of God or of public enemy, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.
 - iii. The Contractor shall, within ten (10) days from the beginning of any such delay, notify HRI, in writing, of the causes of the delay.
 - f. Payment of the guarantees will be assessed as an "offset" to the following year's contract award.
3. Maximum Reimbursable Amount: In the event that a Maximum Reimbursable Amount has been specified on the face page of this Agreement, it is understood and accepted by the Contractor that while the Budget attached hereto as Exhibit B is equal to the Total Contract Amount specified on the face page of this Agreement, the aggregate of all allowable costs reimbursed under this reimbursement contract will not exceed the Maximum Reimbursable Amount. The Contractor may incur allowable costs in all categories as noted in the Budget Exhibit B; however, the aggregate amount reimbursed by HRI under this Agreement shall not exceed the Maximum Reimbursable Amount. In the event the Maximum Reimbursable Amount is increased by HRI, the Contractor will be notified in writing by HRI.
4. Budget Flexibility Percentage – Re-budgets/transfers among total cost categories are allowed up to 25% of the total contract budget, or \$250,000 whichever is less, without prior approval. Budget increases or changes to contract personnel, new equipment and new or increased costs of contractual/consultant agreements require prior approval.



HEALTH RESEARCH
I N C O R P O R A T E D

Date

On September 26, 2006, S. 2560, the Federal Funding Accountability and Transparency Act (FFATA) of 2006, was enacted. FFATA is intended to deter “wasteful and unnecessary” spending. Therefore, FFATA requires full disclosure to the public all entities or organizations **receiving federal funds**. HRI must track Federal funding to subrecipients in the amount of \$30,000 or more, by Congressional District.

Because your organization is a sub-recipient of Federal funds subcontracted to by Health Research, Inc., HRI is requesting certification from your organization of the below information:

Subcontract number:	Subcontract Dates:	
Subcontractor Name:		Amount of Award:
CFDA #:	Funding Agency:	
Sponsor #:	HRI Grant #:	
HRI PI:	(For HRI Use Only) Executed Date:	
Award Title:		

UEI Number: _____

Subcontractor location including address: (zip code must include +4):

Subcontract primary performance location including address: **(zip code must include +4):**

Please provide a brief description of the project your organization is being contracted for:

Executive compensation data: Subcontractors are required to report the names and total compensation of the five most highly compensated officers if in the preceding fiscal year received 80 percent or more of its annual gross revenues in Federal awards and \$25,000,000 or more in annual gross revenues from Federal awards; and if the public does not have access to this information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986.

Check 'Yes' and complete below table if in the preceding fiscal year, your organization received 80%+ and \$25M+ in annual gross revenue from Federal awards and the public does not have access to Sr. Executive compensation otherwise check 'No'.

Yes No

	Name	Compensation
Officer 1		
Officer 2		
Officer 3		
Officer 4		
Officer 5		

I certify that the above information accurately represents the organization for which I am an authorized representative.

Signature

Name - please print

Title

Email

Phone #

Date

Please return completed form electronically to HRIFATA@healthresearch.org



HEALTH RESEARCH INCORPORATED

To All HRI Subcontractors:

Attached are the Health Research, Inc. (HRI) voucher and report of expenditures forms. Your organization must use these forms for all vouchering under HRI subcontracts. **NOTE: If your organization inputs the HRI voucher forms into a computer program, please be sure copy matches the attached.** Contact HRI Subcontract Unit if you would like the voucher form in an excel file.

HRI would like to clarify items noted as being areas of misunderstanding in voucher preparation in an effort to expedite the vouchering and reimbursement process:

Cover (First) Page: The individual signing for the subcontractor organization, by signing the voucher is certifying to the following:

- 1) Expenditures represent the costs actually incurred by the subcontractor organization either directly in performance of or properly allocable to the subcontract.
- 2) That the subcontractor has on file documentation to support allocation of such costs to the agreement in accordance with applicable regulations and approved budget.
- 3) That costs claimed were incurred within the dates specified on the voucher.
- 4) That the claim is just, true, and correct.
- 5) That no part of the claim has been paid by HRI or any third party and that the balance is actually due and owing.
- 6) Overlapping voucher periods are **NOT** allowed except for the final voucher, which can be used to bill for expenses missed on previous vouchers for the entire subcontract period.

Report of Expenditures – Salary Expense – List the name and job title of all personnel and include pay period covered and number of pay periods. Make sure percentage of effort, actual annual salary, and requested budget amounts are listed for all staff. The percentage of effort should reflect the actual effort worked for the claim period. **Make sure the percent of effort claimed calculates correctly.**

Report of Expenditures - Equipment Expense –

- All equipment should be ordered and delivered within the period of the contract.
- All pieces of equipment purchased must be listed separately on the expense page.
- For every item of equipment purchased, a corresponding invoice must be submitted. A serial # (where applicable), check #, check date and amount of check is required for payment.
- If the invoice is dated outside of the contract period, a typed purchase order must be submitted showing the order date and delivery date. Please note, the purchase order # must be referenced on the invoice.
- Please denote whom the equipment is for, and assure that the proper % of allocation to the contract coincides with the % of effort for staff utilizing equipment. (Note: if a piece of equipment is 100% applicable to the program, please denote that on the expense page)

Report of Expenditures - Miscellaneous - HRI requires a breakdown for the following **Miscellaneous** expenses: (Please note that this is a list of most common Misc.-Other expenses. If there is something that does not appear on this list, or if unsure of what support may be needed, please contact HRI Subcontract Unit)

- **Space** - If the contractor is vouchering for Miscellaneous - Space, all rental location addresses **MUST** be listed on the voucher. A complete street address, with city, state and zip code is required.
- **Stipends** - For all types of stipends, list type of stipend and cost per each, or actual receipts/invoices.
- **Nutritional / Patient Incentives** - # of incentives, cost per incentive and description of incentive, or actual receipts/invoices.

- **Food / Refreshment / Meeting Costs** (in excess of \$100) - This can be provided in two different ways. (1) # of persons attending meeting and cost per person; **or** (2) copies of receipts showing what was purchased. Receipts may not include bottle deposits or tax amounts.
- **Staff training / development** - how many staff and at what cost per staff person, date of training.
- **M&R expense (maintenance and repairs expense)** - provide breakdown of what was repaired and cost for each repair.
- **Speakers** - rate per hour and # of hours and date of engagement.
- **Honoraria** - cost per honorarium.
- **Recruitment costs** – breakdown of costs
- **Participant Costs** - # of participants/cost per person, date of activity, type of activity, or actual receipts/invoices.
- **Conference Costs / Luncheons**- # of participants / cost per person, date of event, or actual receipts/invoices.
- **Tax** is not allowable.
- **Bottle Deposits** are not reimbursable.

(Please keep in mind HRI reserves the right to request additional backup documentation for items that may be listed on any voucher submitted or to institute specific documentation requirements in the contract itself).

Report of Expenditures - Subcontract/Consultant – Backup is always required for ALL Contractual Costs. An invoice for any contractual cost can be accepted as backup. An invoice is required if the subcontractor is a business/entity. A breakdown of rate/hours worked would only be accepted as backup for a consultant/individual. Grantee cannot voucher on a subcontractor who is still TBH/TBD on the budget. Subcontractor/Consultant must be listed on the budget and have a completed workscope (if applicable) prior to vouchering.

Indirect Costs (IDC)/Administrative – If contractor has a federally approved IDC rate, it must be noted on the top right hand corner of the Report of Expenditures. The expense must work out to the percentage of the federally approved rate or lower. Federal regulation allow for 10% Modified Total Direct Cost (MTDC) de minimus (see definition) – Expense claimed based on this must exclude the below items if included on the voucher.

Definition MTDC: MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant costs and the portion of each subaward in excess of \$25,000.

In general, Subcontractors are reminded of the following:

Timing of Expenditures: Only those expenses incurred or properly obligated during the period of your HRI subcontract can be charged against your HRI subcontract. For example, if a pay period crosses the start or end date of your agreement, only charge for those days that fall within the subcontract dates. If purchasing goods and services, those goods and services must be ordered and delivered within the period of the agreement. Place a **firm order with the vendor** during the subcontract dates from which the expense for the goods and services will be paid (i.e. Must be a purchase commitment issued to the vendor. "Internal" purchase orders are not acceptable as it does not constitute a commitment to the vendor). In all cases, the expenditures for goods and services must benefit the work funded under the agreement in order to be allowable. If such benefit cannot be established, HRI will not permit reimbursement of the expense, regardless of when it was incurred. Expenses for goods and services ordered after the termination date of the agreement will not be honored.

Considerations for Cost Reimbursable Subcontracts: Only those costs incurred to conduct the HRI subcontract activity may be charged to the HRI subcontract. If the approved budget includes costs that will be allocated (costs that benefit both the HRI subcontract activity and some other activity at the organization) these costs must be allocated in the proportion to which those costs support each of those activities. This allocation should be used consistently throughout the organization (if applicable). Additionally, *costs must be incurred before billed for. Charging for anticipated expenses or before actually disbursing funds for those expenses is not permitted and is contrary to the certification made on the face page of the voucher.*

Budget flexibility - May be a percentage per budget line or a percentage of the total budget amount depending on the contract agreement.

- If the contract states 25% line item budget flexibility, the contractor may voucher for up to 25% over each specific line as long as there is savings on another line to compensate for the overage.
- If the contract states 25% total budget flexibility, the contractor may voucher on a specific line for a total of up to 25% of the total budget as long as there is savings on another line to compensate for the overage.
- Under no circumstances can the contractor voucher for more than the total budget.
- Re-budget is required if contractor is billing against a budget line that was not in the original budget or over budget flexibility.

Re-budgeting: If a re-budget is necessary in order to meet the goals of the agreement, such re-budgets should be submitted before incurring expenses. *Any expenses incurred by the subcontractor before receipt of approved budget modification are at the subcontractor's own risk.*

Timely vouchering: Timely vouchering is extremely important. Vouchers should be submitted within 30 days of the end of the claim period. Voucher frequency, monthly or quarterly, is indicated on the agreement cover page. Final vouchers must be submitted within 60 days of the termination date of your contract (unless otherwise noted in your agreement) and should be marked as "**FINAL VOUCHER**".

Final Voucher: After the final voucher is received, reviewed and processed by the HRI Subcontract Unit it goes to the HRI Audit Unit where a review of all the vouchers paid against the contract is performed to ensure that all categories reimbursed have been properly claimed. At this time, the contractor may be asked for additional information with regards to any and all vouchers previously paid by HRI. If any adjustments are necessary, the final voucher will be reduced by that amount prior to being approved/paid.

Vouchers can be submitted electronically to your Contract Manager listed in Exhibit "C" of the contract.

If you have any questions regarding the attached forms, please contact your Contract Manager or the HRI Subcontract Unit at (518) 431-1200 or at subcon@healthresearch.org.

Sincerely,



Heather Elden
Contract Administrator II



Emily O'Brien
Contract Administrator II



Audrey Bell
Contract Administrator I



HEALTH RESEARCH INCORPORATED

Contractor:

Sullivan County Public Health
PO Box 590
50 Community Lane
Liberty, NY, 12754

HRI Account Number(s):

GR150208501

Contract Date:

12/01/2022 - 11/30/2027

HRI Contract Number:

7625-01

Contractor Project Director**Payee's Reference #:**

Report for Period: _____ to _____

Budget Items	Budget Amount	Cumulative Expenditures Prior Periods	Expenditures Current Period	Expenditures to Date	Balances
* Salary	\$0				
Fringe	\$0				
Supplies	\$0				
Travel	\$0				
* Equipment	\$0				
* Miscellaneous	\$14,807				
* Contractual	\$0				
* Admin/Indirect	\$0				
Deliverable	\$0				
Restricted	\$5,725,587				
Total Costs:	\$5,740,394				

Reimbursement Requested: \$

Expenditures under this contract may NOT exceed the maximum reimbursable amount of \$14,807.

* NOTE: Please attach REPORT OF EXPENDITURES to provide detail.

By signing this report, I hereby certify to the best of my knowledge and belief that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)

Approvals:

HRI PI/Contract Manager: _____

Program Administration: _____

HRI: _____

Contractor

Signature: _____

Name: _____

(Please Print)

Title: _____

Email: _____

Phone #: _____

Date: _____



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5861

Agenda Date: 11/22/2023

Agenda #: 19.

Narrative of Resolution:

Apply for I Love New York Matching Funds

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 THE PLANNING, REAL PROPERTY AND ECONOMIC DEVELOPMENT COMMITTEE AUTHORIZING THE SULLIVAN COUNTY VISITORS ASSOCIATION, INC. TO APPLY FOR I LOVE NEW YORK MATCHING FUNDS.

WHEREAS, The I Love New York State Matching Funds Grant Program provides assistance to counties for advertising and promoting tourism; and

WHEREAS, The County of Sullivan has benefited from participating in the Matching Funds Program for more than 30 years; and

WHEREAS, participation in the Matching Funds Program is a vital component to the continuing growth of tourism in Sullivan County; and

WHEREAS, the Sullivan County Visitors Association, Inc. has been charged with promoting tourism in Sullivan County; and

WHEREAS, the Sullivan County Visitors Association, Inc. has the expertise and staff to apply for and administer the I Love New York Matching Funds Program.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby designates the Sullivan County Visitors Association, Inc. as the official tourism promotion agency of Sullivan County to apply for and receive matching funds for the fiscal year 2024

BE IT FURTHER RESOLVED, that the County of Sullivan pledges to match up to 5% of the total New York State Matching Funds Budget, subject to County Legislature appropriation, which is the maximum application amount allocated per county for 2024 Program Year.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5881

Agenda Date: 11/22/2023

Agenda #: 20.

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AMEND
RESOLUTION 263-23, TERMINATE THE YOUTH SKATING CONTRACT WITH THE
TOWN OF THOMPSON, AND MODIFY THE CONTRACT WITH THE TOWN OF
THOMPSON YOUTH SKI PROGRAM - THURSDAY NIGHT LIGHTS**

WHEREAS, pursuant to Resolution 263-23 enacted on June 16, 2023 the County Legislature allocated \$2,000 for the Town of Thompson Youth Skating Program and \$2,000 for the Town of Thompson Youth Ski Program - Thursday Night Lights; and

WHEREAS, the Town of Thompson has deemed the Youth Skating Program unsuccessful and the Youth Ski Program - Thursday Night Lights successful; and

WHEREAS, the Sullivan County Youth Bureau and the Town of Thompson wish to terminate the Youth Skating Program contract for January 1, 2023 through September 30, 2023 and reallocate the \$2,000 of approved funds from the Skating Program to the Ski Program in the Town of Thompson amending the allocated amount for the Town of Thompson Ski Program - Thursday Night Lights from \$2,000 to \$4,000 for the contract period of January 1, 2023 through September 30, 2023; and

WHEREAS, NYS OCFS has approved the reallocation of funds from the Town of Thompson Youth Skating Program to the Town of Thompson Youth Ski Program - Thursday Night Lights,

NOW THEREFORE BE IT RESOLVED, that Resolution 263-23 is hereby amended to remove the Youth Sports & Education Funding (YSEP) for the Town of Thompson - Youth Skating Program of \$2,000 and increase the YSEP funding for the Town of Thompson - Youth Ski Program - Thursday Night Lights to \$4,000.

BE IT FURTHER RESOLVED, that the Legislature does hereby authorize the County Manager to terminate the Town of Thompson Youth Skating Program contract and to execute a Contract Modification with the Town of Thompson Ski Program - Thursday Night Lights, in such form as approved by the County Attorney's Office.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5929

Agenda Date: 11/22/2023

Agenda #: 21.

Narrative of Resolution:

Authorize the County Manager to execute an agreement with Weston & Sampson, PE, LS, LA, Architects, PC to provide services for development of a Sullivan County Parks Master Plan as well as a County-wide community needs assessment of available recreational opportunities

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

Amount to be authorized by Resolution: \$150,000

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: A-7110-39-40-4001

RESOLUTION INTRODUCED BY THE PLANNING, COMMUNITY DEVELOPMENT, REAL PROPERTY AND CAPITAL PLANNING AND BUDGETING COMMITTEE TO AUTHORIZE THE AWARD AND EXECUTION OF A CONTRACT WITH WESTON & SAMPSON, PE, LS, LA, ARCHITECTS, PC

WHEREAS, Sullivan County (“County”) issued an RFP, R-23-40, seeking proposals from qualified vendors to provide services for development of a Sullivan County Parks Master Plan as well as a County-wide community needs assessment of available recreational opportunities; and

WHEREAS, a Parks Master Plan will review the current inventory of County parks and operations, and make recommendations for future projects, programming and fee structures; and

WHEREAS, a County-wide community needs assessment would make data available to the County as well as municipalities to identify locations where expansion of publicly available parks and recreational opportunities is most needed; and

WHEREAS, staff in the Sullivan County Division of Planning have reviewed proposals and conducted interviews, and determined that Weston & Sampson, PE, LS, LA, Architects. PC located at 1 Winners Circle, Suite 130, Albany, NY 12205, is the best qualified firm to provide the services required; and

WHEREAS, the 2023 Operating Budget allocated \$150,000 for this initiative, but the project has taken longer than anticipated; and

WHEREAS, this funding can be placed in the existing Assigned Fund Balance - Planning Programs and utilized for its originally intended purpose.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature authorizes the County Manager to execute an agreement with Weston & Sampson, PE, LS, LA, Architects. PC to provide services for development of a Sullivan County Parks Master Plan as well as a County-wide community needs assessment of available recreational opportunities to the, in such form as the County Attorney shall approve, in an amount not to exceed \$150,000; and

BE IT FURTHER RESOLVED, that funds be placed in the Assigned Fund Balance - Planning Programs in the amount of \$150,000.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5936

Agenda Date: 11/22/2023

Agenda #: 22.

Narrative of Resolution:

Accept a donation to assist with funding the K9 Unit of the Sullivan County Sheriff’s Office

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 NICHOLAS SALOMONE, JR., CHAIR OF THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO ACCEPT A DONATION TO ASSIST WITH FUNDING THE K9 UNIT OF THE SULLIVAN COUNTY SHERIFF’S OFFICE

WHEREAS, the Sheriff of Sullivan County believes that reorganizing a canine unit within the Office of the Sullivan County Sheriff will provide the Office with additional assets to assist in the investigation of criminal activity in Sullivan County; and

WHEREAS, the Sheriff has identified a current deputy who has expressed an interest in serving as a handler for a Sheriff’s canine, including completing all of the necessary training and care for said canine deputy; and

WHEREAS, The Sullivan County Legislature has previously approved and appropriated funding to establish a Canine Unit within the Office of the Sullivan County Sheriff; and

WHEREAS, Rutberg Breslow Personal Injury Law Office, having no cases pending that involve the County of Sullivan has provided an unsolicited donation, of five thousand dollars (\$5,000) to the Office of the Sullivan County Sheriff intended to partially offset the cost of establishing and maintaining the canine unit within the Office of the Sullivan County Sheriff.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes and accepts the donation of five thousand dollars (\$5,000) provided to the Office of the Sullivan County Sheriff to be used to partially offset the cost of establishing and maintaining the canine unit of the Office of the Sullivan County Sheriff, and

BE IT FURTHER RESOLVED, that the Legislature formally thanks Rutberg Breslow Personal Injury Law for their generous contribution to assist in establishing and maintaining a canine unit for the benefit of all residents and visitors to Sullivan County.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5925

Agenda Date: 11/22/2023

Agenda #: 23.

Narrative of Resolution:

WHEREAS, Sullivan County held a real property auction on September 6 & 7, 2023 and

WHEREAS, Sullivan County Resolution Number 361-23 was adopted on September 14, 2023 accepting and rejecting bids from the September 2023 Real Property Auction, and

WHEREAS, pursuant to the September 2023 Real Property Auction Terms and Conditions, the first highest bidders were to remit any outstanding balance due to the Sullivan County Treasurer on or before 5:00 p.m. October 6, 2023, and

WHEREAS, the first highest bidders did not complete the purchase on the following parcels and the second highest bidder(s) has/have agreed to purchase the property for the amount of bid price, plus a ten (10%) percent auctioneer’s commission and additional costs and charges, pursuant to the September 2023 Real Property Terms and Conditions:

<u>Tract #</u>	<u>Town/Section/Block/Lot Number</u>	<u>Second Bidder</u>	<u>Amount Offered</u>
83A	Liberty: 6.-1-53	Neal Shanske	\$1,800.00
165A	Tusten: 16.-5-1.2 & 16.-5-1.4	Anthony Steele	\$4,500.00

WHEREAS, the purchaser(s) will be responsible for the levied 2023 Town and County tax bill, 2023/2024 School Taxes, and

NOW, THEREFORE, BE IT RESOLVED, the Chairman of the Sullivan County Legislature is hereby authorized to execute the necessary documents in order to convey the aforesaid premises to the second highest bidder(s) for their bid amount, plus a 10% auctioneer’s commission and other costs & charges pursuant to the written Terms & Conditions of the September 2023 auction.

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:



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5932

Agenda Date: 11/22/2023

Agenda #: 24.

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE AWARD AND THE EXECUTION OF A CONTRACT FOR PROFESSIONAL AUCTIONEER SERVICE

WHEREAS, proposals were received by the Sullivan County Department of Purchasing for Professional Auctioneer Services pursuant to RFP # R23-41, and

WHEREAS, the Sullivan County Treasurer has carefully reviewed said proposals; and

WHEREAS, pursuant to said RFP, the County of Sullivan reserves the right to select the proposal that best meets the needs of the County; and

WHEREAS, the Sullivan County Treasurer has determined that Absolute Auctions & Realty, Inc., has the qualifications and expertise to best meet the needs for this services.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and he hereby 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 # R23-41

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

Amount to be authorized by Resolution: Based upon actual services provided

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5933

Agenda Date: 11/22/2023

Agenda #: 25.

Narrative of Resolution:

Allocate 2023-2024 State Aid to county youth programs. Youth Bureau receives funding from NYS Office of Children and Family Services for Youth Bureau Administration and Youth Development Programs.

Is subject of Resolution mandated? Explain: No, but a County resolution is required to receive State funds for youth programming and for Youth Bureau Administration.

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

Amount to be authorized by Resolution: \$151,866

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

Amount to be authorized by Resolution: \$151,866

Are funds already budgeted? Yes

If "Yes," specify appropriation code(s): A7310.47.4794;

If "No," specify proposed source of funds:

Estimated Cost Breakdown by Source

County: \$0.00

Grant(s): \$0.00

Other: \$0.00 State (YDP): \$72,983.00 State (YSE

YSEF-Infrastructure: \$10,344.00 Federal Gover

Person(s) responsible for monitoring contract (Title): Kristen A. Kitson,

Manager of Youth Services

INTRODUCED BY EXECUTIVE COMMITTEE TO APPROVE 2023 ALLOCATION OF STATE AID TO YOUTH DEVELOPMENT PROGRAMS FOR THE PERIOD OF October 1, 2023 THROUGH SEPTEMBER 30, 2024.

WHEREAS, Sullivan County and its municipalities are eligible to receive local assistance funds for the year 2023-2024 for Youth Development projects; and

WHEREAS, the Sullivan County Youth Advisory Board recommends the allocation of Office of Children and Family Services State aid to the following projects, in amounts not to exceed those listed:

State Youth Development Program Funding

Boys & Girls Club - Project Triple Club Liberty	\$7,500.00
Nesin Cultural Arts, Inc. El Sistema	\$1,500.00
Nesin Cultural Arts, Inc. - Musical Theatre	\$1,500.00
Nesin Cultural Arts, Inc. - Visual Arts	\$1,500.00
Town of Tusten - Youth Club	\$2,000.00
Town of Cohecton - Youth Recreation	\$7,500.00
Center for Discovery Integrated Arts Events, Etc.	\$2,500.00
Town of Rockland Rotary	\$7,500.00
Town of Mamakating - Youth Recreation	\$7,500.00
Town of Thompson - Youth Recreation	\$7,500.00
Town of Thompson - Monthly Events	\$1,000.00
Livingston Manor Free Library - Manor Ink	\$7,000.00
Homestead School - Excursions	\$1,536.00
Cornell Cooperative - 4H	\$2,500.00
Sullivan Public - Eldred After School Program	\$1,500.00
Town of Fallsburg - Youth Game Club	\$1,000.00
Town of Fallsburg - Youth Drama	\$1,000.00
County of Sullivan-Administrative Costs (15%)	<u>\$10,947.00</u>
	\$72, 983.00

Youth Sports & Education Opportunity Funding (YSEF)

Town of Thompson - Sports	\$4,000.00
Nesin Cultural Arts, Inc. - Dance & Movement	\$4,381.00
Nesin Cultural Arts, Inc. - Body & Mind	\$4,000.00
Town of Fallsburg - Youth Basketball	\$4,000.00
Town of Fallsburg - Learn to Swim	\$4,000.00
Town of Fallsburg - Youth Yoga	\$4,000.00
County of Sullivan - Administrative Costs (10%)	<u>\$2,709.00</u>
	\$27,090.00

Youth Team Sports (YTS)

Town of Fallsburg - Pop Warner Cheer	\$10, 950.00
Hudson Valley Youth Club - Soccer Training and Tournaments	\$26,354.00

County of Sullivan - Administrative Costs (10%)	<u>\$ 4,145.00</u>
	\$41,449.00

YSEF - Infrastructure (No administrative Costs Allowed)

Homestead School - Soccer Goal Equipment Upgrade	\$3,341.00
Homestead School - Soccer Field Improvements	<u>\$7,003.00</u>
	\$10,344.00

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature, approve the allocation of Office of Children and Family Services State aid to the aforementioned list of youth development programs and projects; and

BE IT FURTHER RESOLVED, that the County Manager or their designee is hereby authorized to execute any and all necessary documentation, and applications with required assurances, and any amendments thereto, to accept the award should one be granted, 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 the above-mentioned allocations and contracts will be contingent upon the County's receiving continued State aid at anticipated funding levels.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5937

Agenda Date: 11/22/2023

Agenda #: 26.

Narrative of Resolution:

To authorize contract with McFarland Johnson, Inc., for terminal revitalization

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

Amount to be authorized by Resolution: \$1,391,408.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE AWARD AND EXECUTION OF A CONTRACT WITH MCFARLAND JOHNSON, INC. THE CURRENT AIRPORT ENGINEERS FOR CONSTRUCTION OBSERVATION AND ADMINISTRATION SERVICES FOR TERMINAL REVITALIZATION PROJECT AT SULLIVAN COUNTY INTERNATIONAL AIRPORT

WHEREAS, the County of Sullivan (the County), is the recipient of significant funding from the NYS Upstate Airport Economic Development and Revitalization Program; and

WHEREAS, this funding has been designated to revitalize the airport terminal building which requires professional construction observation and administration services during the construction phase; and

WHEREAS, the County requested a proposal from McFarland Johnson, Inc. 49 Court Street, Suite 240, Binghamton, NY 13901, the current airport engineering consultant, to provide said construction observation and administration services for this project; and

WHEREAS, the Division of Public Works and the Office of the County Attorney have reviewed said proposal and recommend award and execution of a contract.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature authorizes the County Manager to sign the necessary agreements, contracts, and documentation, in such form as the County Attorney shall approve, to retain the services of McFarland Johnson, Inc. in accordance with Task Order 4 Proposal Exhibits A and B, said response becoming exhibit to the contract.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5939

Agenda Date: 11/22/2023

Agenda #: 27.

Narrative of Resolution:

Authorize contract for exterminating services with Pestech Pest Solutions

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? Yes

Specify Compliance with Procurement Procedures: Bid/ RFP & number: B-23-59

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE AWARD & EXECUTION OF A CONTRACT FOR EXTERMINATING SERVICES WITH PESTECH PEST SOLUTIONS

WHEREAS, Bids (B-23-59) were received for Exterminating Services throughout the various County buildings; and

WHEREAS, Pestech Pest Solutions, 461 Harris Road, Ferndale, NY 12734 is the low bidder meeting specifications; and

WHEREAS, the Sullivan County Division of Public Works has reviewed the bids 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 Pestech Pest Solutions in accordance with the bid documents and as per the fee schedule as provided in the response to B-23-59. By mutual agreement of both parties, this contract may be extended for four (4) additional years on a yearly basis, under the same term and conditions. Said agreement be in such form as the County Attorney shall approve.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5941

Agenda Date: 11/22/2023

Agenda #: 28.

Narrative of Resolution:

Transfer Revolving Loan Funds to Sullivan County IDA

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 EXECUTIVE COMMITTEE TO TRANSFER REVOLVING LOAN FUNDS TO SULLIVAN COUNTY INDUSTRIAL DEVELOPMENT AGENCY FOR ADMINISTRATION

WHEREAS, the Commissioner of Planning & Community Development is charged with the loaning of, and the collection of, grant funds through the Rural Business and Economic Grant (RBEG), a USDA funded grant; and

WHEREAS, the Commissioner of Planning & Community Development is charged with the loaning of, and the collection of, grant funds through the Main Street Micro Enterprise Grant, a HUD funded grant; and

WHEREAS, the Commissioner of Planning & Community Development is charged with the loaning of, and the collection of, grant funds through the Sullivan County Economic Development Revolving Loan Fund (SCEDRLF) a HUD funded grant; and

WHEREAS, many of the current County Revolving Loan Fund loan recipients are also recipients of reciprocal IDA loans; and

WHEREAS, Sullivan County Industrial Development Agency (IDA) has established infrastructure, standards and protocol for the distribution of grant funds to the community; and

WHEREAS, the Commissioner of Planning & Community Development, after consultation with the County Manager and legal counsel, believes that the IDA is in the best position to most efficiently loan and distribute the revolving loan funds to those in need within the Sullivan County community; and

WHEREAS, the County Manager has participated in these discussions and likewise concurs that the IDA is currently better situated to most effectively administer these loans and get loans out into the Community to spur Economic Development, which is the original purpose of the Revolving Loan Fund.

NOW, THEREFORE, BE IT RESOLVED, that the RBEG fund balance and existing loans be transferred to the IDA for distribution and collection; and

BE IT FURTHER RESOLVED, that the Main Street Micro Enterprise fund balance and existing loans be transferred to the IDA for distribution and collection; and

BE IT FURTHER RESOLVED, that the SCEDRLF fund balance and existing loans be transferred to the IDA for distribution and collection; and

BE IT FURTHER RESOLVED, that the County Manager is authorized to execute all documents necessary to effectuate a smooth transition of the administration of the aforementioned loans to the IDA, in such form to be approved by the County Attorney.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5942

Agenda Date: 11/22/2023

Agenda #: 29.

Narrative of Resolution:

Authorize the Appointment of a Fair Housing Officer for the County of Sullivan

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 THE EXECUTIVE COMMITTEE TO AUTHORIZE THE APPOINTMENT OF A FAIR HOUSING OFFICER FOR THE COUNTY OF SULLIVAN

WHEREAS, the County of Sullivan adopted a Fair Housing Plan (“Plan”) by Resolution 107-81; and

WHEREAS, the Sullivan County Department of Planning is responsible for the administration of the Plan; and

WHEREAS, the Plan calls for a Fair Housing Officer of the Department of Planning to be designated by the County to oversee fair housing efforts; and

WHEREAS, the County Manager has determined that it is appropriate to designate the role of Fair Housing Officer as a responsibility of the Commissioner of Planning, Community Development & Environmental Management (“Planning Commissioner”); and

WHEREAS, the Planning Commissioner will assign staff within their division and coordinate with County, local, state and federal agencies as necessary to fulfill the responsibilities of this role.

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature hereby authorizes the County Manager to designate the role of Fair Housing Officer as a responsibility of the Commissioner of Planning, Community Development & Environmental Management.



Sullivan County
Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5943

Agenda Date: 11/22/2023

Agenda #: 30.

Narrative of Resolution:

There is a need to modify the Action Toward Independence funding and authorize a contract modification.

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

Amount to be authorized by Resolution: 0

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures:

N/A

WHEREAS, Resolution No. 114-22 and amended through Resolution No. 15-23 by the Sullivan County Legislature, for the County to execute agreements between the County of Sullivan and County-oriented entities with achieving such goals as public safety, public health, youth services, community development, and economic development utilizing the Legislative Discretionary Funding program; and

WHEREAS, this resolution is to modify the contract to reflect “direct funding of \$2,622 to Action Toward Independence for administrative costs of the 2022 program”.

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature does hereby authorize the contract modification between the County of Sullivan and Action Toward Independence to reflect direct funding of \$2,622 to Action Toward Independence for administrative costs of the 2022 program; and

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



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5944

Agenda Date: 11/22/2023

Agenda #: 31.

Narrative of Resolution:

Ratifying a MOA with Sullivan County Patrolmen’s Benevolent Association

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 EXECUTIVE COMMITTEE RATIFYING A MEMORANDUM OF AGREEMENT BETWEEN THE COUNTY OF SULLIVAN, SULLIVAN COUNTY SHERIFF, AND THE SULLIVAN COUNTY PATROLMEN’S BENEVOLENT ASSOCIATION

WHEREAS, the County of Sullivan (“County”) and the Sullivan County Sheriff (“Sheriff”) have negotiated a Collective Bargaining Agreement (“CBA”) with the Sullivan County Patrolmen’s Benevolent Association (“PBA”) for a term ending on December 31, 2025; and

WHEREAS, there is a need to clarify the salary calculation for employees who are promoted or demoted; and

WHEREAS, negotiations conducted pursuant to the provisions of Article 14 of the New York State Civil Service Law have resulted in a mutually agreed upon manner in which to calculate salaries for employees who were promoted or demoted as defined in the Memorandum of Understanding included as Attachment “A”.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to execute the aforementioned Memorandum of Understanding which shall be attached to the current CBA between the County, Sheriff, and PBA, and be in such form as the County Attorney shall approve.

MEMORANDUM OF AGREEMENT

By and Between the

County of Sullivan

And the

***County of Sullivan Sheriff's Office
(hereinafter collectively referred to as "County")***

And the

***Sullivan County Patrolmen's Benevolent Association
(hereinafter referred to as "Union")***

WHEREAS, the County, and the Union are parties to a Collective Bargaining Agreement covering the period January 1, 2021 through December 31, 2025; and

WHEREAS, the aforementioned collective bargaining agreement enumerates the salary an employee covered by the collective bargaining agreement shall receive upon promotion to a higher title covered by the collective bargaining agreement; and

WHEREAS, that provision (Section 305) requires modification to assist with promoting well-qualified individuals within the Sheriff's Office; and

WHEREAS, the parties, having come to agreement on the topics discussed above, wish to reduce that agreement to writing,

NOW, THEREFORE, it is agreed as follows:

1. All terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect unless specifically modified by this Memorandum of Agreement.
2. Section 305 of the collective bargaining agreement shall be amended to read as follows:
 - a. Upon promotion, an employee shall be placed in the same step of the promotional title as they possess in the title they are being promoted from at the time of their

promotion, unless subsection b of this section applies. Employees covered by this provision shall then progress through the step schedule of the promotional title as normal.

b. Notwithstanding subsection a of this section, any employee who was at Year 8 or higher in the salary schedule prior to Jan. 1, 2023, shall receive an increase to their salary equal to the differential they received as of that date each time they are promoted to a higher title enumerated in Attachment A within this collective bargaining agreement. Should an employee whom this provision applies be demoted to a lower title as enumerated in Attachment A of this collective bargaining agreement, said differential will not be removed from their salary upon said demotion.

3. By affixing their signatures to this Agreement, the undersigned represent and affirm that they do so by means of ratification vote by the membership of the entity on behalf of which they sign and that they sign with full authority of the entity on behalf of which they sign.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the _____ day of November, 2023.

COUNTY OF SULLIVAN:

By: _____
Joshua Potosek
County Manager

By: _____
Michael Schiff
Sheriff

THE UNION:

By: _____
Jack Harb
President

By: _____
James Tuttle, Esq.
Counsel



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5947

Agenda Date: 11/22/2023

Agenda #: 32.

Narrative of Resolution:

Urge the Governor to Veto A. 4282B and S.3505B to move certain local elections to even-numbered years

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: N/A

WHEREAS, the Sullivan County Legislature believes that increasing participation in the election process and reducing costs of government operations is good for our republic, and

WHEREAS, both A.4282B and S.3505B legislation was reintroduced that would move local elections to even-number years during the 2023 Legislative Session; and

WHEREAS, versions of this legislation were introduced in previous years and failed to reach the floor for a vote due to a lack of support, and

WHEREAS, this legislation usurps the Home Rule powers reserved by local governments and protected by the Constitution of the State of New York, raising questions of legality and constitutional authority, and

WHEREAS, local municipalities have had the ability to change their elections to even number years for decades and chose not to do so, and

WHEREAS, this legislation excludes more than half of all New Yorkers who vote in cities and villages from the changes to the election law, creating an inequity among New York voters, and

WHEREAS, this legislation unfairly excludes the elections to offices in New York City and all other cities and villages in New York State, as well as certain offices within all counties and towns, and

WHEREAS, the proposed legislation circumvented the legislative committee process during this session, limiting public input and understanding of the impacts, and

WHEREAS, there has been no financial analysis or operational analysis of the impacts on local Boards of Elections, and

WHEREAS, there are concerns that the current election and ballot counting technology would not be able to adequately meet the demands of the significantly increased ballot size, and

WHEREAS, this will create confusion amongst voters in towns and counties across New York State, and

WHEREAS, moving local elections to even-numbered years would increase the cost of campaigns for local office, reducing the number of candidates willing to invest funds into their own campaign, because the cost of media will increase to compete with national and state level campaign advertisements, and

WHEREAS, there are significant legal and constitutional questions regarding the legality of this measure that have not been adequately addressed;

NOW, THEREFORE BE IT RESOLVED, that the Sullivan County Legislature urges the Governor to oppose this legislation, A.4282B and S.3505B and utilize her veto authority to reject this proposal.

BE IT FURTHER RESOLVED, that copies of this resolution be distributed by the Clerk to the Sullivan County Legislature to Governor Kathy Hochul, Assemblywoman Aileen Gunther, Senator Peter Oberacker and the New York State Association of Counties (NYSAC).



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-5685

Agenda Date: 11/22/2023

Agenda #: 33.

Narrative of Resolution:

Resolution to authorize the County Manager to execute the lease of three (3) vacant hangars at the Sullivan County International Airport

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:

N/A

WHEREAS, the Sullivan County International Airport (SCIA) has three individuals who desire to become tenants; and

WHEREAS, the SCIA has available hangar space to let in Hangar 6; and

WHEREAS, a Public Hearing will be held on September 21, 2023 at 10:50AM as required prior to authorizing hangar leases.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager to execute month to month lease agreements in such form as shall be approved by the County Attorney for the following:

Hangar H6 - Bay 8 to Mike Dane at \$300.00 per month plus \$25.00 utility fee per month.

Hangar H6 - Bay 4 to Bryan Collins at \$300.00 per month plus \$25.00 utility fee per month.

Hangar H7

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