



# Sullivan County

## Health & Human Services

### Meeting Agenda - Final

100 North Street  
Monticello, NY 12701

Chairman Nicholas Salomone Jr.  
Vice Chairman Michael Brooks  
Committee Member Joseph Perrello  
Committee Member Alan J. Sorensen  
Committee Member Ira Steingart

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Thursday, November 9, 2023

10:30 AM

Government Center

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#### Call To Order and Pledge of Allegiance

#### Roll Call

#### Comments:

#### Reports:

1. Division of Health and Human Services  
November 2023  
Monthly Report

[ID-5913](#)

**Attachments:** [2023-11 HHS Monthly Report.pdf](#)

#### Discussion:

#### Public Comment

#### Resolutions:

1. 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](#)
2. To Authorize Reimbursable Medicaid Services, Medicare Services, and Third-Party Payor Agreements, Amendments, and Updates [ID-5877](#)
3. Accept funding from and enter into agreement with Governor's Traffic Safety Committee for Child Passenger Safety Program [ID-5882](#)
4. 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](#)

5. TO AUTHORIZE AGREEMENTS FOR THE OPERATION OF WARMING CENTERS LOCATED IN MONTICELLO AND LIBERTY [ID-5914](#)
6. 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](#)
7. 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](#)
8. 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](#)
9. 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](#)
10. 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](#)
11. 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](#)

**Adjourn**



# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

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**File #:** ID-5913

**Agenda Date:** 11/9/2023

**Agenda #:** 1.

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**Sullivan County Division of Health and Human Services -- Monthly Report – November 2023**

**Roadmap to Better Health Implementation**

April 2023 Robert Wood Johnson (RWJF) Ranking: 60<sup>th</sup> (of 62)

August 2022 U.S. News and World Report Ranking: 58<sup>th</sup>

January 2023 Child & Family Well-being in NYS Ranking: 54<sup>th</sup>

- Sullivan County Community Assistance Center Hotline: 845-807-0925

- National Suicide Hotline: 988

- Hope Not Handcuffs: 833-428-HOPE

Strategy	Update on Activities Supporting the Strategy	Key Performance Indicators Positive Trend = GREEN, Negative = RED	
Ease Access to Care	<ul style="list-style-type: none"> <li><b>Unite Us:</b> We continue to recruit and integrate agencies and health care providers into the network and are familiarizing staff with the platform. Platform usage is particularly strong at DSS and ATI.</li> <li><b>Mental Health and Substance Use Treatment Access:</b> Astor assuming pediatric MH services. With new staff onboard, we are beginning to plan toward resuming open access for adult MH!</li> </ul>	Unite Us Participating Agencies	LIVE: 22(+4) PENDING: 2
		Unite Us Cases / Resolved	55/23
End the Opioid Crisis	<ul style="list-style-type: none"> <li><b>Healing Communities Study:</b> Planning meetings ongoing, third and final campaign of the study, focused on safe prescribing, is in progress. Naloxone boxes are going up at businesses around the county.</li> <li><b>Drug Task Force Organizational Changes:</b> The Drug Task Force is forming two working groups. One will bring multi-disciplinary expertise to reducing the number of babies born suffering from drug withdrawals and the other will focus on analyzing and addressing the causes of fatal overdoses.</li> <li><b>Opioid Settlement Fund Distribution</b> – Policy issues resolved regarding Year 1 funds and working closely with agencies to close out Year 1 projects. Contract drafting in progress for Year 2 RFP respondents whose programs were approved for funding.</li> </ul>	2022 Opioid Deaths	43 (+6)
		2022 Drug-related ED Visits	76 (-6)
		2022 Drug-related Hospitalizations	15 (-4)
Enhance Our Community	<ul style="list-style-type: none"> <li><b>Homeless Census:</b> Currently experiencing sharp increase in homeless census, believed to be caused by evictions due to increasing rents, recent increase in condemned structures, persons left homeless by closing of summer residences and exhaustion of funds provided by OTDA to help persons stay in or obtain permanent housing.</li> <li><b>Housing Vouchers:</b> Section 8 voucher applications were recently accepted for families currently experiencing homelessness by Pathstone. Due to close collaborations between DSS Housing and our clients, 35 families have received vouchers and we are now seeking rentals for these families.</li> </ul>	Homeless Census	171 (-5)
		Returning Clients	95
		Top 3 recidivism issues: substance use disorder (31 clients), mental health disorder (20), released from incarceration (15)	
Encourage Healthy Behavior	<ul style="list-style-type: none"> <li><b>Public Health Educator Outreach:</b> Details included in Public Health section of this report.</li> <li><b>Know Your Numbers:</b> Garnet Health campaign underway to raise awareness and encourage preventive care of diabetes and heart disease.</li> </ul>		



**Care Center**  
at Sunset Lake Rehab

**Care Center at Sunset Lake Rehab**

For more information: (845) 292-8640, <https://sullivanny.us/Departments/Adultcarecenter>

Care Center at Sunset Lake Key Statistics – all data as of September 30, 2023 unless otherwise indicated			
Monthly Total Expenses to Date	Monthly Cash Receipts	Avg. Daily Census	Meals Prepared for Residents
\$1,088,830.71	\$950,665.47	99	9716
Admissions / Discharges	Total Day Care Visits	Total OT treatments	Total PT treatments
7/7	0	666	664

- Staffing efforts continue, hiring and interviews continue, and we have some staff returning. 15 new staff hired between 9/1-9/30, 13 are clinical (Nursing department), 2 are therapy department, 5 CNA, 3 LPN, 5 RN. We have been working with Nursing staff and the staffing coordinator to balance out schedules, so they are consistent for all weekends and holidays. In the recent months we have had a few of the county staff that have decided to leave for other positions within the county, 2 at this time from the clinical team, 1 from non-clinical department. A few others have decided to retire, but most have returned per diem to the facility that have decided to retire in the recent months. This does not include DPW, we are working on hiring for temporary positions to fill in the DPW holes.
- 0 reportable incidents for September.
- No residents or staff were COVID positive at the time of this report.
- Flu Clinic was recently completed for all residents with 90 receiving flu shots.
- DOH was in to visit on two complaints on 10/16-10/17.



**Department of Community Services**

For more information: (845) 292-8770, <https://sullivanyny.us/Departments/CommunityServices>

National Suicide Hotline: 988

Mobile Mental Health: (800) 710-7083

Children’s Mobile MH: (845)701-3777

**Care Management:**

- The Care Management unit continues to actively engage & work with clients for both of the Health Home agencies and the HARP Services (Health and Recovery Plan) which are Medicaid and Medicaid Managed Care Health Plans. As of the end of September 2023, there are four active Assisted Outpatient Treatment (AOT) orders and two people on enhanced AOT services.

**Adult & Children’s SPOA:**

- On September 14, 2023, the Adult SPOA Committee met in-person with seven new cases reviewed and seven previous cases reviewed.
- RSS supportive housing: Total of 147 beds with 169 people on the waiting list and 15 openings. (The waiting list was gone over again and people removed who cannot be contacted or have found housing elsewhere.)
- Coordination of referrals and ongoing collaboration with service providers continue. Clients were recommended for/linked to various services, including: behavioral health treatment providers, RSS housing (apartment program and community residences), Access: Supported Housing, Sullivan PROS Program, OFA, APS, Action Toward Independence, Independent Living, Inc., and Care Management services.
- Children’s SPOA Committee met in-person on September 28, 2023 and went over three new referrals and four previous referrals were reviewed.

SULLIVAN COUNTY DEPARTMENT OF COMMUNITY SERVICES						
STATISTICAL SUMMARY FOR: Sept 1, 2023 - Sept 30, 2023						
Prepared by : Frances Cole				CLIENTS		
PROGRAM	ON ROLLS: 9/1/2023	ADMISSIONS	DISCHARGES	ON ROLL: 9/30/2023	CLIENTS SERVED	UNITS OF SERVICE
SC BEHAVIORAL HEALTH CLINIC ADULT	378	13	10	381	391	552
SC BEHAVIORAL HEALTH CLINIC CHILD	58	2	2	58	60	106
SC BEHAVIORAL HEALTH CLINIC FORENSIC	47	5	10	42	52	121
SC BEHAVIORAL HEALTH CLINIC MICA	18	2	2	18	20	Included In Clinic Adult
SC BEHAVIORAL HEALTH CLINIC MAT	5	0	0	5	5	Included In Clinic Adult
<b>TOTAL MENTAL HEALTH</b>	<b>506</b>	<b>22</b>	<b>24</b>	<b>504</b>	<b>528</b>	<b>779</b>
SC CARE MANAGEMENT	49	0	4	45	49	752
SC HEALTH HOME - ADULT	34	1	0	35	35	196
SC HEALTH HOME - KENDRA, AOT and HH+	7	3	0	10	10	32
SC HEALTH HOME - CHILD	12	3	0	15	15	131
SC HEALTH HOME - OUTREACH	8	0	0	8	8	308
SC CM CCSI					4	9
<b>TOTAL HEALTH HOME CASE MANAGEMENT PROGRAMS</b>	<b>102</b>	<b>7</b>	<b>4</b>	<b>105</b>	<b>113</b>	<b>1,120</b>
SC SPOA - Adult	34			34	34	256
SC SPOA - Child	13			13	13	196
<b>TOTAL SPOA</b>	<b>47</b>	<b>0</b>	<b>0</b>	<b>47</b>	<b>47</b>	<b>452</b>
	<b># of calls</b>	<b>#of ph interv</b>	<b>Outreaches</b>	<b>Hosp Divers %</b>	<b>Hosp Admit %</b>	
MOBILE MENTAL HEALTH	316	N/A	21	67	33	August #'s

### **Behavioral Health Clinic (Mental Health and Substance Abuse):**

- In September, there were 168 clients on the roster for high risk census.
- The Overdose Prevention CQI Project: Community Services assists in providing Naloxone to clients. The Department of Health (DOH) has provided a Community Calendar of free Naloxone Trainings which are held several times a week. The project shifted focus from providing sustainable video-based telehealth services to opioid use disorder treatment approaches. OMH has to communicate that medication is its own form of treatment, rather than secondary role to therapy. OMH would like this to be the standard front-line approach for treating these disorders.

### **Local Government Unit:**

- Clinic Redesign for improved access and sustainability – Have worked with Lexington on transitioning to their new site in Ferndale and seeing patients. We continue to work on collaboration for the best interest of patients.
- Working with our local 911 and Dutchess 988 regarding collaboration and training for 911 dispatchers and referral information.
- Healing Communities Study moving forward need to fill positions to aide with the mandatory requirements, will be a great initiative in saving lives in addressing the opiate epidemic. The plan has been drafted and we are working on the implementation of strategies supported by committee and data.
- Continued participation in the HEALING Communities Study as a Wave 2 Community with ongoing planning and continued collaboration with community stakeholders.
  - The Safer Prescribing and Dispensing Practices Workgroup offered the following training to local prescribers, pharmacists, and pharmacy technicians on 9/27/2023: “Buprenorphine Prescribing for Beginners.” The next training of our educational seminar series is titled: Pain Management for People who Use Opioids. It is scheduled for 10/25/2023.
  - Communications Campaign 3: “Staying in Medication Treatment for Opioid Use Disorder” will conclude on 10/6/2023.
  - 174 Naloxboxes were purchased and installation began at various locations throughout Sullivan County. Each box will contain four Narcan kits intended for emergency use purposes. A corresponding map of locations is being developed which will be included on our United Sullivan website.
  - Data collection and implementation of additional strategies is ongoing (i.e.: contract for the United Sullivan Website, pursuing harm reduction vending machines, planning for a Narcan Provider Summit, sustainability planning, etc.).



### **Social Services:**

**For more information: (845) 292-0100, <https://sullivanny.us/Departments/familyservices>**

#### Temporary Assistance

- One new examiner started and in training. A Principle and Senior were promoted who will start putting together a Cross-Trained Examiner Team.
- As of 10/16/2023, the following amounts have been disbursed under ERAP: Rental arrears payments- 835 benefits, \$6,894,952.93, Average payment of \$ 8,257.43, Prospective rent payments- 610 benefits, \$1,996,744.06, Average payment of \$ 3,273.35
- The Heating Repair and Replacement (HERR) and Clean and Tune components remain open. Regular Heating season commenced on November 1, 2023.

#### Medicaid:

- Continuing with following state guidelines during the post-COVID unwind process.

#### SNAP:

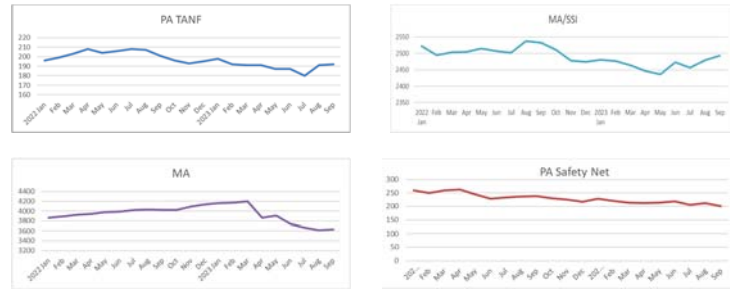
- Two New Examiners started and are being trained.
- We recently received a letter from OTDA advising that while NYS as a whole is struggling to maintain satisfactory case processing rates with 78% of SNAP applications and 59% of Public Assistance applications being processed timely in August 2023, Sullivan County's on time processing rate is 98% for SNAP and 84% for Public Assistance. Great work by our staff, and we continue to look for ways to improve efficiency and customer service!

#### Child Care:

- We have enacted our new Child Care Service Plan, which has increased the number of absences paid for from 24 to 80. This is in effort to help stabilize our providers when children cannot attend.
- There was a major reduction in the percentage amount of how a family's share is calculated. The family share will now be set at 1% of their income exceeding the federal poverty level (FPL) for all families who are required to pay a family share, this change will greatly reduce the amount they are responsible for.
- The financial eligibility income limit is now 85% of the State Median Income. This allows more families to be financially eligible for childcare assistance.
- Providers will now be paid up to 20 unforeseen circumstance closings, for example STATE OF EMERGENCIES

**Public Assistance Case Trends**

Public Assistance Cases (as of 9-30-2023)				
Temp. Assistance to Needy Families	Safety Net	Food Stamps	Medical Assistance	MA/Supplemental Security Income
192 (+1)	200 (-12)	5817 (+90)	3630(+13)	2493 (+14)
Homelessness Snapshot (as of 9-29-2023)				
Code Blue	Quarantined	Adults / Children	Sex Offenders	Total Homeless
0	0	114/62	18	176



Fraud Investigations (as of September 30, 2023)						
Collections	Cases Active	Cases Referred	Completed	Arrests	Pending arrests	Burials
\$32,973.57 (+18,786.54)	225 (+14)	30 (-4)	26 (-8)	3 (+1)	3 (-3)	5 approved (-1) \$8,930.80 costs (+\$1,690.80)
Child Support Enforcement Cases (as of September 30, 2023)						
Collections	Petitions Filed	Paternity Establishments	Total Cases			
\$679,353 (+71,889)	47 (+23)	24 (+13)	2,907 (+2)			

FOSTER CARE STATISTICS				CHILD PROTECTIVE STATISTICS			
	SEP 2023	Trend	Goal		2022	YTD 23	SEP 23
Kinship%	12.38%		20%	# New Reports	1480	1090	99
Congregate Care%	20.95%		16%	# Indicated Reports	105	130	13
Total in Care	105		<100	Physical abuse	6	7	1
RTF	0			Emotional abuse	1	0	0
Diagnostic	2			Sexual abuse	7	9	0
RTC	9			Neglect	52	45	7
Group Home	2			Domestic violence	3	8	1
Therapeutic Foster Home	20			Educational neglect	20	36	2
Regular Foster Home	46			Substance abuse	14	25	2
Kinship	13			# Unfounded Reports	748	606	54
Other	13			# Court Ordered 1034s	46	26	3
Freed for Adoption	37			PREVENTIVE SERVICES STATISTICS			
Certified Homes	67		5x# in care	NEW REFERRALS	17		
Newly Certified Homes	0			TOTAL CASES	118		
Number of Closed Homes	1						
New Kinship Homes	1						
Pending Certification	4						

ADULT SERVICES UNIT:	2022 TOTAL	2023 YTD	2023 SEP
PERSONAL CARE ADES			
CASES OPENED	17	11	1
CASES CLOSED	9	13	0
# CASES (AVG.)	30	30	28
PERS			
# CASES (AVG.)	0	0	0
APS REFERRALS			
16A Neglect/Abuse	79	32	4
16B Neglects Own Basic Needs	92	83	11
16B Untreated Medical Conditions	50	29	2
16B Self-endangering Behaviors	25	12	2
16B Unable to Manage Finances	34	31	1
16B Environmental Hazards	27	17	4
APS			
CASES OPENED	279	204	24
CASES CLOSED	303	203	20
# CASES (AVG.)	174	147	148
GUARDIANSHIPS			
OPEN	38	38	0

**Public Health Department**



**Public Health**  
Prevent. Promote. Protect.

For more information on our report: (845) 292-5910, <https://sullivan.us/Departments/PublicHealth>  
 CDC COVID INFO: [www.cdc.gov/coronavirus/2019-ncov/science/community-levels.html](http://www.cdc.gov/coronavirus/2019-ncov/science/community-levels.html)

**Director's Comments:**

- Staff attended Regional HEPC (Health Emergency Preparedness meeting)
- Planning underway for Health and Kid Fest 2024
- Division open houses held in efforts to recruit
- County Management began the first of Quarterly meetings with All PH Departments
- Staff appreciation BBQ was held at the Liberty Campus with positive feedback from many who attended
- Vacancies and FMLA Leave continue to challenge smooth operations of the department. We are actively working to recruit.

**Health Education/Rural Health Network/Injury Prevention/Other:** See Health Education Activities Chart at right:

**Medical Reserve Corps:**

- September Monthly training has been rescheduled to November 1st.
- Animal First Aid with Dr. Joe on Wednesday, 11/1, at 6:30PM. Eventbrite link has been set up for registration.
- We did have two new volunteers sign up this month.
- We will be canvassing volunteer for upcoming clinics as the weather changes
- Radio ad to recruit will hopefully be running in October until the end of the year.

**Healthy Families:**

- Healthy Families ended September with 49 enrolled families. (Capacity is 60 families.) FSS's have completed --101 home visits for the month out of the 133 expected.
- Healthy Families received 15 referrals that Family Resource Specialist (FRS) is outreaching to. FRS completed 0 F.R.O.G.s in September (Intake assessments).

**Maternal Child Health:**

- 18 New referrals (13 opened to care; 5 NTUC: 1 refused all; 3 with no RN need; 1 wanted HF only; 2:5 referred to CYSHCN. 66 home visits by MCH RN
- Increased and continued collaboration amongst all Maternal-Child programs
- Mandated reporter training complete for MCH and HF staff
- Asthma project and MCH outreach has commenced.

Outreach	Attended	Facilitated
Liberty Middle/HS ENL event	Disability Awareness Training at CVI	Inquiries regarding state of RHN Grant. Confirmation from Sara and Helen regarding 6 <sup>th</sup> year on Sept 13 <sup>th</sup>
Unity Event - Liberty	<del>Nalox</del> Box Installation	Set up Narcan Training for DVJC on Oct 16
Liberty tabling with Community Action	<del>DeJoy</del> Health Fest meeting	Diabetes Info, tracker, and materials for student
Liberty Back to School Open House	HCS study meeting	RHN updated workplan/ budget prep. Sent email out to Karen, Jason, Jill etc. for help/transparency
<del>Nalox</del> Box installs	Epi Meeting	Orthodox Health Coalition meeting
<del>Kaupapa</del> Farmer's Market	MCH brochure/flyer creation	CYSHCN Folder mock-up, review and approval
Livingston Manor Open House	<del>Nalox</del> Box installs	MPA: Community design
Roscoe Block Party	DeHoyos Park Health Fest meeting and walk thru	Social Media planning and design for PHS
Cooke School Open House Outreach	Disability Awareness Training	OFA Senior Surveys
Federation for the Homeless tabling	MPA: Transportation Workgroup	Giant Pumpkin Party coordination
Community Action Collaboration	MPA: Housing, Community Design, and Transportation	<del>Nalox</del> Box interim flyer creation and lamination
Narcan Training	MPA: Community Design Workgroup	Condom restock DFS
	Health Fest workgroup meeting	Orthodox Health Coalition meeting survey
	Weekly touch bases for Education	Livingston Manor Night Out Coordination
	Monthly one-on-one with supervisor	Calling Pharmacies for COVID Vaccine info
	MCH Patient Brochure	Update outreach calendars
	HCS Monthly Meeting	Awareness and event planning for 2024
	Education Policy and Form review Meeting	MCH Brochure for Patient/Families and Providers-Design
	Education Meeting	Out of the Darkness Walk – PH Team Registration
	SNAC leadership meeting	Narcan Summit Flyer
	SALT Meeting	Narcan kits
	PARFACT Meeting	Website updates for COVID-19
	Flu Clinic Scheduling	Set up Eventbrite event for Animal First Aid, <del>erfect</del>



### Patient Services: Certified Home Health Agency/CHHA Census 2023

- The average daily census decreased from 193.4 to 178.16, with total patient days 5345. This is a decrease typical of September. 230 CHHA specific patients, 3 LTHHCP, and 39 MCH patients received care with a total of 272 patients on caseload throughout the month.
- 2 vacant RN positions, 1 RN on FMLA, one full time RN doing well on orientation and another Per diem RN progressing with orientation. 2 LPNs (full time) hired and progressing through orientation.

2023	Total Claimed	Total Paid
School-Age	\$647,850.32	\$ 522,874.28
Service Coordination	\$ 21,133.08	\$ 19,204.20

### SC Department of Public Health CHHA Specific Performance Indicators: 2023

Measure/Indicator	2022 YE Score	2023												Target 2023	Current vs. Goal	Trend	Best Practice	Current										
		Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023															
Admissions (2022)	1285	123	124	124	97	110	109	116	78																			
Prior Year (2021)	1354	115	99	112	108	100	105	109	113	98	113	106	107															687
Census (agency) (2022)	3502	298	322	336	291	285	278	284	295	272																		1810
Prior Year (2021)	3457	286	287	309	296	283	279	284	319	274	284	295	306															
Productivity	4.48	4.63	4.80	4.65	4.55	4.70	4.30	4.74	4.60	4.76							5.50											4.69
NTUC	23.8%	22.4%	32.5%	24.2%	26.4%	23.2%	28.5%	30.1%	25.4%	28.9%							20.0%											25.8%
Sample size		161	169	161	140	159	158	156	130	128																		
Prior Year (2021)	24.8%	21.0%	23.3%	25.8%	22.9%	36.9%	17.1%	23.7%	21.2%	29.8%	24.5%	19.4%	20.5%															
Timely SOC	71.80	100.0%	99.1%	98.4%	100.0%	100.0%	100.0%	100.0%	96%	100%							100.0%											99.50%
Sample size		123	114	128	104	123	113	109	97	91																		
Overtime: Avg	160.3	89	115	122	122	121	127	129	131	139							85.00											129
OT Totals (2021)	104.6	89	141.9	136	121	119	155	142	142																			
Lock Rate	79%	84.0%	85.0%	93.0%	92.0%	91.0%	83.0%	88.8%	84.2%	91.9%																		88%
Sample size		100%	100%	100%	100%	100%	100%																					

### Early Care Program:

#### SCPHS Early Care Program Performance Indicators:

Program/Indicator	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022
El Referrals 2023	30	14	17	28	29	19	16	19	18	0	0	0
El Referrals 2022	22	17	35	23	26	31	20	17	24	17	21	11
El OSC Caseload 2023	86	86	98	110	111	112	100	96	78	0	0	0
El OSC Caseload 2022	75	75	84	94	104	115	123	114	96	92	88	93
El Active Cases 2023	199	191	198	241	246	243	245	245	235	0	0	0
El Active Cases 2022	183	185	198	210	222	234	249	250	225	195	203	209
CPSE Caseload 2023	264	245	281	302	306	306	139	146	209	0	0	0
CPSE Caseload 2022	246	254	260	270	276	276	196	157	191	164	170	239

### Disease Surveillance and Investigation and Emergency Planning:

DSI continues the fight against Vaccine preventable disease! 598 cases of communicable disease were reported with a notable increase in lab reported Covid-19 (277 in August, 393 in September). Hospital admission to Garnet, Catskills for Covid are zero but Covid has been found upon screening. Commercial Covid-19 vaccine rollout was not as smooth as prior, federally run rollouts. We are working with our community to assist them in finding resources for vaccine administration (Primary care provider, pharmacies). Local Health Departments will not be the place to obtain this vaccine for the majority of persons seeking it.

- DSI is managing a Shigella outbreak that is also being seen in Orange and Rockland Counties.
- Planning for Flu vaccination clinics is underway. Focus: Under and uninsured residents and those with transportation challenges.

### HIPAA Compliance:

- A monthly HIPAA compliance walk-through was conducted, revealing no violations.

Rabies related incidents*/needing treatment	STI	Tuberculosis	Lead Poisoning (investigated/total)	Covid Cases
<ul style="list-style-type: none"> <li>26 investigations, 21 dog bites- 0 animals tested. 1 person treated with Post Exp prophylaxis, out of Sullivan county.</li> </ul>	21/21	<p><b>Active Cases:</b> - Total #- 0</p> <p><b>Suspects:</b> - Total #-0</p> <p><b>Preventative Clinic</b> - Total =</p> <ul style="list-style-type: none"> <li>Discharged – 1 end of August</li> <li>Refused LTBI treatment - 0</li> <li>New LTBI treatment - 0</li> <li>LTBI treatment (previous tx. continued) - 2</li> </ul> <p><b>PPD's Administered</b></p> <ul style="list-style-type: none"> <li>Employees</li> </ul> <p>Total - 0</p>	<p>125 total tests completed.</p> <p>1 new case with lead level &gt;5.0</p>	<p>388 lab reported cases (+ 111)</p> <p>Hospitalizations d/t Covid remain low but are increasing.</p>

Staffing Update: Position Title & No.	Notes
<b>Community Svcs (10 Positions Vacant, 48 Authorized, 20.8% Vacant)</b>	
Account Clerk, #3316	Approved to fill
Assistant Social Worker II, #2325	Approved to fill
Clinical Program Manager, #3457	Posted
CS Coordinator, #3506, #3540	Posted
Director, #1757	Approved to fill
Senior Account Clerk, #2820	Approved to fill
Staff Social Worker I, #3288, PT#3308, PT#3638	Posted
<b>Public Health (21 Positions Vacant, 80 Authorized, 26.3% Vacant)</b>	
Director of Patient Services, #3158	Posted
Senior Typist, #716	Vacant
Bilingual Outreach Worker, Core #1972, CHHA #3452	advertising
Community Health Nurse #2333, #3420	no applicants
Licensed Practical Nurse #3620, #1636, (PD) #3476	Posted
PH Nurse #3419, #2729, #2185 (PD)#3264	Posted
Physical Therapist, #3555	2023 Budget
Registered Nurse, Core #849, D&T #3634, D&T (PD)#3152	Posted
Senior Database Clerk, #3338	Vacant
Principal Account Clerk, #3028	Posted
Home Health Aide, #383	Posted
Training & Quality Improvement Coordinator, #3524	

<b>Social Services (24 Positions Vacant, 176 Authorized, 13.6% Vacancy Rate)</b>	
Contract Monitor, #3182	Admin - posted
Family Services Investigator, #309	CSEU – intend to restructure
Caseworker, #514, #1149, #1202, #1299, #2420, #2995, #3036, #3052, #3455, #3456, #2724, Caseworker (PT), #3516	Services – posted
Senior Account Clerk, #3557	Services – awaiting test results
Social Welfare Examiner, #2494, #2421, SWE Spanish #3604	Temporary Assistance – posted, <b>no exam required!</b>
Case Supervisor #2357, #3134	Services – interviewing
Senior Caseworker #286	Child Services - interviewing
Senior AC/DB #3223	TA – awaiting test results
Records Management Clerk #2495	Vacant
Account Clerk #119	Vacant



# Sullivan County

## Legislative Memorandum

100 North Street  
Monticello, NY 12701

**File #:** ID-5854

**Agenda Date:** 11/9/2023

**Agenda #:** 1.

**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

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**File #:** ID-5877

**Agenda Date:** 11/9/2023

**Agenda #:** 2.

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**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:** 11/9/2023

**Agenda #:** 3.

**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 5<sup>th</sup> 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:** 11/9/2023

**Agenda #:** 4.

**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:** 11/9/2023

**Agenda #:** 5.

**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: 11/9/2023

Agenda #: 6.

**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:** 11/9/2023

**Agenda #:** 7.

**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:** 11/9/2023

**Agenda #:** 8.

**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:** 11/9/2023

**Agenda #:** 9.

**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-5920

**Agenda Date:** 11/9/2023

**Agenda #:** 10.

**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](mailto: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**

<b>Budget Categories</b>	<b>Award</b>	<b>Original Budget</b>	<b>Modification</b>	<b>Revised Budget</b>
SALARIES / PERSONNEL		\$ -	\$ -	\$ -
FRINGE BENEFITS		\$ -	\$ -	\$ -
SUPPLIES		\$ -	\$ -	\$ -
TRAVEL		\$ -	\$ -	\$ -
EQUIPMENT		\$ -	\$ -	\$ -
MISCELLANEOUS		\$ 14,807	\$ -	\$ 14,807
CONTRACTUAL / CONSULTANT		\$ -	\$ -	\$ -
ADMINISTRATIVE COSTS		\$ -	\$ -	\$ -
<b>SUBTOTAL</b>		\$ 14,807	\$ -	\$ 14,807
<b>TOTAL 5 YEAR AWARD</b>	<b>\$ 740,394</b>			
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
<b>TOTAL :</b>	<b>\$ 5,740,394</b>	<b>\$ 5,740,394</b>	<b>\$ -</b>	<b>\$ 5,740,394</b>

**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
<b>Total</b>							

**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**

[Empty box for 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](mailto:nyspheap@health.ny.gov).



EXHIBIT D

<b>Recipient Information</b>
<p><b>1. Recipient Name</b> HEALTH RESEARCH, INC. 150 Broadway STE 280 Menands, NY 12204-2732 [No Phone Record]</p> <p><b>2. Congressional District of Recipient</b> 20</p> <p><b>3. Payment System Identifier (ID)</b> 1141402155B1</p> <p><b>4. Employer Identification Number (EIN)</b> 141402155</p> <p><b>5. Data Universal Numbering System (DUNS)</b> 002436061</p> <p><b>6. Recipient's Unique Entity Identifier (UEI)</b> G9H6SUM59YC4</p> <p><b>7. Project Director or Principal Investigator</b>  Dr. Ursula Bauer ursula.bauer@health.ny.gov 518-408-2063</p> <p><b>8. Authorized Official</b>  Mrs. Cheryl A. Mattox Authorizing Official hringa@healthresearch.org (581) 431-1200</p>
<p><b>Federal Agency Information</b> CDC Office of Financial Resources</p> <p><b>9. Awarding Agency Contact Information</b> Kristal Thompson-Black Grants Management Specialist fmn4@cdc.gov 770-488-2734</p> <p><b>10. Program Official Contact Information</b>  Matthew McCaleb Program Officer uhe6@cdc.gov 1111111111</p>

<b>Federal Award Information</b>
<p><b>11. Award Number</b> 1 NE11OE000016-01-00</p> <p><b>12. Unique Federal Award Identification Number (FAIN)</b> NE11OE000016</p> <p><b>13. Statutory Authority</b> 317(K)(2) OF PHSA 42USC 247B(K)(2)</p> <p><b>14. Federal Award Project Title</b> Strengthening NYSDOH Public Health Infrastructure, Workforce and Data Systems</p> <p><b>15. Assistance Listing Number</b> 93.967</p> <p><b>16. Assistance Listing Program Title</b> CDC's Collaboration with Academia to Strengthen Public Health</p> <p><b>17. Award Action Type</b> New</p> <p><b>18. Is the Award R&amp;D?</b> No</p>

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

**28. Authorized Treatment of Program Income**  
ADDITIONAL COSTS

**29. Grants Management Officer - Signature**  
Lakita Reid

<b>30. Remarks</b>
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Award# 1 NE11OE000016-01-00

FAIN# NE11OE000016

Federal Award Date: 11/29/2022

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

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

<b>34. Accounting Classification Codes</b>							
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

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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:

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

**The following component/strategy is approved but unfunded:**

<b>NOFO Component</b>	
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](mailto: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](mailto: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](mailto: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
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<u>Document Number:</u> 23NE11OE000016A1
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<u>Component:</u> Strategy A2
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<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.

<b>Contractor Type</b>	<b>Administrative Requirements</b>	<b>Cost Principles</b>	<b>Audit Requirements Federally Funded Only</b>
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:
    - 1<sup>st</sup> Offense- 1% of total contract
    - 2<sup>nd</sup> Offense- 5% of total contract
    - 3<sup>rd</sup> 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
<b>Officer 1</b>		
<b>Officer 2</b>		
<b>Officer 3</b>		
<b>Officer 4</b>		
<b>Officer 5</b>		

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](mailto: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](mailto: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				
<b>Total Costs:</b>	<b>\$5,740,394</b>				

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-5919

**Agenda Date:** 11/9/2023

**Agenda #:** 11.

**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**

<b>Budget Categories</b>	<b>Original Budget</b>	<b>Modification</b>	<b>Revised Budget</b>
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	\$ -	\$ -	\$ -
<b>SUBTOTAL</b>	<b>\$ 72,000</b>	<b>\$ -</b>	<b>\$ 72,000</b>
RESTRICTED (For NYSDOH use only)	\$ 100,000	\$ -	\$ 100,000
<b>TOTAL :</b>	<b>\$ 172,000</b>	<b>\$ -</b>	<b>\$ 172,000</b>

**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](mailto: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.

**SUMMARY BUDGET**

<b>Budget Categories</b>	<b>Original Budget</b>	<b>Modification</b>	<b>Revised Budget</b>
SALARIES / PERSONNEL	\$ 10,000	\$ 2,641	\$ 12,641
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ADMINISTRATIVE COSTS	\$ -	\$ -	\$ -
<b>SUBTOTAL</b>	<b>\$ 72,000</b>	<b>\$ -</b>	<b>\$ 72,000</b>
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<b>TOTAL :</b>	<b>\$ 172,000</b>	<b>\$ -</b>	<b>\$ 172,000</b>

**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)
<b>Position Title/Incumbent Name(s)</b> <b>Salaried Employees</b> 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					
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
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
<b>Total Salaries Requested :</b>					\$ 12,641
<b>Position Title/Incumbent Name(s)</b> <b>Hourly Employees</b> 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.					
				n/a	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

If you need assistance building a formula for the salary calculation in column 6, please contact the Grants Administration at: [Grants@health.ny.gov](mailto: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>
<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 (\$) : _____ <b>Complete 2-7 below.</b>
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 (\$) : <b>\$ 5,354</b>
7. If the rate requested on this contract exceeds the rate supported by latest audited financials, please justify below.	
<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 &amp; fringe benefits expense noted above is our 2021 Medicare Cost Report, certified by Drescher &amp; Malecki LLP Sullivan County's Certified Public Accounting firm. A copy of Worksheet A of this cost report is enclosed.)</p>	

**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

**Total Travel Requested:** \$ 141

Is mileage requested (personal auto or agency auto)  X  Yes  
  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. Estiamted 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.*

<b>Agency / Name</b>	<b>Description of Services</b> Include number of hours and hourly rate for consultants. Include a detailed line-item budget for subcontractors.	<b>Amount</b>
	Period of Performance:  Scope of Work:  Method of Accountability:  Detailed Budget and Justification:	
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	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 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				
<b>Total Costs:</b>	<b>\$172,000</b>				

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: \_\_\_\_\_