



Legislative Addendum for August 18, 2016 at 2:00PM

I. RESOLUTIONS :

1. Adopt the 2016-2017 Sullivan County Community College Budget
2. Authorize contract for the continued employment of Joshua Potosek as the Sullivan County Manager
3. Authorize contract with Hudson Baylor Beacon, LLC for removal and recycling of single stream material
4. Authorize contract with Kathleen Linehan for Psychologist Services for the Adult Care Center
5. Authorize contract with Greene Resource Services, Inc for professional training services
6. Apply for grant funding from New York State Department of Health through the Health Care Facility Transformation Program
7. Authorize contract with Keystone Environmental Services for Asbestos Inspection Services
8. Appoint three members and reappoint three members to the Office for the Aging Advisory Committee
9. Reappoint four members to the RSVP Advisory Committee
10. Appoint Alukonis to the RSVP Advisory Committee
11. Authorize a service agreement with PROACT, Inc., for Discount Program Services
12. Appoint JJ Hanson to the Charter Review Commission

**RESOLUTION INTRODUCED BY MANAGEMENT AND BUDGET COMMITTEE TO
ADOPT THE 2016-2017 SULLIVAN COUNTY COMMUNITY COLLEGE BUDGET**

WHEREAS, the Sullivan County Community College Board of Trustees has filed its 2016-2017 Operating Budget with the Sullivan County Legislature, and

WHEREAS, the proposed Budget for 2016-2017 has appropriations in the amount of \$17,426,850 with the County's share to be raised by tax revenue in the amount of \$4,250,000 for the purposes of the Operating Budget and \$50,000 for County Employee Tuition; and

NOW THEREFORE BE IT RESOLVED, that the 2016-2017 Operating Budget be approved in the amount of \$17,426,850 and the County's share to be levied and assessed against the taxable real property of Sullivan County on the 2017 tax rolls at \$4,250,000 for the purposes of the Operating Budget and \$50,000 for County Employee Tuition.

**RESOLUTION NO. _____ INTRODUCED BY THE EXECUTIVE COMMITTEE TO
ENTER INTO AN AGREEMENT FOR THE CONTINUED EMPLOYMENT OF
JOSHUA POTOSEK AS THE SULLIVAN COUNTY MANAGER**

WHEREAS, in 2013, Joshua Potosek was appointed by the Sullivan County Legislature to the position of Acting County Manager, and

WHEREAS, Mr. Potosek was thereafter appointed as Sullivan County Manager, and was offered a contract of employment for the period January 16, 2014 through December 31, 2016, and

WHEREAS, the current County Legislature has determined to continue Mr. Potosek's employment and directed the County Attorney to negotiate an agreement containing terms and conditions of employment, and

WHEREAS, the Legislature has reviewed and approved the terms and conditions of a proposed Agreement.

NOW THEREFORE BE IT RESOLVED:

1. The Chairman of the Sullivan County Legislature is hereby authorized to execute an Agreement of continued employment with Mr. Potosek.
2. Upon execution of this Agreement, the terms of the current employment contract shall be null and void and Joshua Potosek will continue his employment as County Manager in accordance with the applicable provisions of the Sullivan County Code and the terms of the new Agreement.

Moved by _____, 2016

Resolution No. _____

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO
AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A NEW
AGREEMENT WITH HUDSON BAYLOR BEACON, LLC (FORMERLY KNOWN AS
HUDSON BAYLOR CORPORATION), FOR REMOVAL AND RECYCLING OF
SINGLE STREAM MATERIAL**

WHEREAS, RFP #R-10-24 was issued for Single Stream Recycling Services, and

WHEREAS, the County previously entered into an agreement with Hudson Baylor Corporation for such service, and

WHEREAS, Hudson Baylor Corporation has changed its name to Hudson Baylor Beacon, LLC., dba: ReCommunity Corporation, and the market has changed with regard to the services provided, and

WHEREAS, the County wishes to enter into a new agreement to reflect changes in the market for Single Stream Services, including the need to pay for such services when necessary,

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute a new agreement with Hudson Baylor Beacon, LLC, for the period October 18, 2016 through October 17, 2021, said agreement to be in such form as the County Attorney shall approve.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO AUTHORIZE AWARD & EXECUTION OF CONTRACT

WHEREAS, a proposal was received for Psychologist Services for the Sullivan County Adult Care Center, and

WHEREAS, Kathleen Linehan, PhD, 273 Chestnut Hill Road, Stone Ridge, New York 12484, will provide services from August 22, 2016 through August 21, 2017. Upon mutual agreement, services may be extended, yearly, for three (3) additional years, and

WHEREAS, the cost of services will be billed directly to third party payors; and,

WHEREAS, the Sullivan County Adult Care Center recommends that an award be made.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute a contract with Kathleen Linehan, PhD, in accordance with Request for Proposal, R-16-04, and said contract to be in such form as the County Attorney shall approve.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

**RESOLUTION NO. INTRODUCED BY THE EXECUTIVE COMMITTEE TO
AUTHORIZE THE COUNTY MANAGER TO ENTER INTO AN AGREEMENT WITH
GREENE RESOURCE SERVICES, INC. FOR PROFESSIONAL TRAINING SERVICES**

WHEREAS, the County of Sullivan, through the Department of Family Services, wishes to provide staff with professional development opportunities through various training programs; and,

WHEREAS, Greene Resource Services, Inc. has qualified, available, and willing staff to provide their services for this purpose; and,

WHEREAS, Greene Resource Services, Inc. in consultation with the Sullivan County Department of Family Services, has agreed to provide these services at an amount not to exceed \$6,000.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to enter into an agreement with Greene Resource Services, Inc. to provide the Department of Family Services with professional training services; and,

BE IT FURTHER RESOLVED, that the agreement will be in an amount not exceed \$6,000; and,

BE IT FURTHER RESOLVED, that the form of said contracts be approved by the Sullivan County Department of Law.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016

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RESOLUTION NO. _____ INTRODUCED BY EXECUTIVE COMMITTEE TO ALLOW DEPARTMENTS IN THE DIVISION OF HEALTH AND FAMILY SERVICES TO APPLY FOR GRANT FUNDING FROM NEW YORK STATE DEPARTMENT OF HEALTH THROUGH THE HEALTH CARE FACILITY TRANSFORMATION PROGRAM

WHEREAS, The New York State Department of Health (NYSDOH) and the Dormitory Authority of the State of New York (DASNY) has made grant funding through the Health Care Facility Transformation Program (HCFTP) to provide capital funding or funding for non-capital expenses, and

WHEREAS, In the sum of \$195 million, to be distributed to eligible providers including hospitals, nursing homes diagnostic and treatment centers, primary care providers and home care providers , and health, substance abuse and mental health clinics, and

WHEREAS, various departments in the Division of Health and Family Services are qualified to apply, and

WHEREAS, If awarded, contract period will begin on March 1, 2017 and end March 31, 2022, and,

NOW, THEREFORE, BE IT RESOLVED, that the County Legislature hereby authorizes the Departments within the Division of Health and Family Services to apply for grant funding through the Health Care Facility Transformation Program

Moved by _____ ,

Seconded by _____ ,

and adopted on motion _____ , 2016

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Resolution No. _____

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE
TO AUTHORIZE AWARD & EXECUTION OF AGREEMENT**

WHEREAS, a proposal was received for Asbestos Inspection Services for the Sullivan County Treasurer's Office,

WHEREAS, Keystone Environmental Services, 58 Exchange Street, Binghamton, NY 13901, will provide services in accordance with RFP #R-16-22, and

WHEREAS, the Sullivan County Treasurer's Office has approved said proposal and recommends that a contract be executed, and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute an agreement with Keystone Environmental Services, as per the unit costs contained in RFP #R-16-22, for a cost not to exceed \$20,000.00 per parcel, and shall be in such form as the County Attorney shall approve.

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

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Resolution No.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO APPOINT THREE MEMBERS AND TO REAPPOINT THREE MEMBERS TO THE OFFICE FOR THE AGING ADVISORY COMMITTEE

WHEREAS, it is the desire to appoint three members, Joan M. Spencer, Karin Pantel, EdD RN CNE, and Barbara Slater to the Office for the Aging Advisory Committee to fill the vacancy of Judy Tolkacz, Richard Schulman and Mary Cade, and to reappoint three members, Kenneth Walter, Liliam Stettner and David Vasquez, and

WHEREAS, the above appointments is to commence on the date this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby appoint the following members to the Office for the Aging Advisory Committee, for the term to expire on the date opposite of name.

OFA APPOINTMENTS:

TERM:

Joan M. Spencer (Judy Tolkacz) 8/31/2019
29 St. Joseph's Hill
Forestburgh NY 12777

Karin Pantel,EdD RN CNE (Richard Schulman) 8/31/2019
Box 100
Thompsonville NY 12784

Barbara Slater (Mary Cade) 8/31/2019
34 Sunrise Park
Woodbourne NY 12788

OFA REAPPOINTMENTS:

Kenneth Walter 8/31/2019
80 M Gilles Road
Grahamsville NY 12740

Liliam Stettner 8/31/2019
P O Box 19
538 Willi Hill Road
White Sulphur Springs NY 12787

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David Vasquez
3 East Road
Wurtsboro NY 12790

8/31/2019

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

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Resolution No.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO REAPPOINT FOUR MEMBERS TO THE RSVP ADVISORY COMMITTEE

WHEREAS, it is the desire to reappoint Elizabeth (Betty) Hubert, Sonny Smith, Kenneth Walter, and Deborah L. Worden to the RSVP Advisory Committee, and

WHEREAS, the above reappointments is to commence on the date this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby reappoint the following members to the RSVP Advisory Committee, for the term to expire on the date opposite of name.

RSVP REAPPOINTMENT:

TERM:

Elizabeth "Betty" Hubert
P O Box 107
Youngsville NY 12791

8/31/2019

Sonny Smith
P O Box 721
9 Clark Street
South Fallsburg NY 12779

8/31/2019

Kenneth Walter
80 M Gilles Road
Grahamsville NY 12740

8/31/2019

Deborah L. Worden
309 E. Broadway
Monticello NY 12701

8/31/2019

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

Resolution No.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE

RESOLUTION TO APPOINT ONE MEMBER TO THE RSVP ADVISORY COMMITTEE

WHEREAS, it is the desire to appoint Vincent G. Alukonis to the RSVP Advisory Committee, and

WHEREAS, the above appointment is to commence on the date this resolution is adopted.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby appoint the following members to the RSVP Advisory Committee, for the term to expire on the date opposite of name.

RSVP APPOINTMENT:

TERM:

Vincent G. Alukonis
882 River Road
Callicoon NY 12723

8/31/2019

Moved by _____,
Seconded by _____,
and adopted on motion _____, 2016.

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**RESOLUTION NO. INTRODUCED BY THE EXECUTIVE COMMITTEE TO
AUTHORIZE THE COUNTY MANAGER TO EXECUTE A SERVICE AGREEMENT
WITH PROACT, INC., FOR DISCOUNT PROGRAM SERVICES**

WHEREAS, ProAct, Inc. ("ProAct"), offers a pharmacy prescription drug discount card plan for the dispensing of prescription drugs to eligible individuals as determined by ProAct, and

WHEREAS, the County of Sullivan Community Services Department desires to engage ProAct to perform services relating to the prescription discount card program in substitution of the present NACO discount card program, and

WHEREAS, ProAct will also provide additional discount services including but not limited to vision, LASIK, hearing and dental, and

WHEREAS, ProAct is qualified to perform the matters referred to in the Service Agreement, which is annexed hereto, and

WHEREAS, ProAct is responsible for any pharmacy network administration fees and therefore the County of Sullivan shall incur no expense as demonstrated in the Service Agreement (attached), and

WHEREAS, the eligible individuals are entitled to pay the cash discount pharmacy reimbursement rates as set forth in Exhibit A of the Service Agreement (attached), and

WHEREAS, the agreement shall become effective August 1, 2016 for a term of three (3) years and thereafter shall continue in effect for an additional one (1) year term.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is authorized to execute a Service Agreement with ProAct and said agreement to be in the form approved by the County Attorney.

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PROACT, INC.
SERVICE AGREEMENT
with
SULLIVAN COUNTY
for
DISCOUNT PROGRAM SERVICES

ProAct, Inc.
1230 U.S. Highway 11
Gouverneur, NY 13642

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SERVICE AGREEMENT

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PROACT, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT, hereinafter referred to as the "AGREEMENT," is entered into this 1st day of August, 2016, and shall be effective on the 1st day of August, 2016 (the "Effective Date"), between ProAct Inc., with offices located at 6333 Rte 298, Suite 210, East Syracuse, NY 13057, hereinafter referred to as "ProAct," and Sullivan County, hereinafter referred to as "Client," with offices located at 100 North Street, Monticello, NY 12701-5012.

WHEREAS, Client is a municipality organized under the laws of the State of New York and desires to offer a pharmacy prescription drug discount card plan providing for the dispensing of prescription drugs to Covered Persons; and

WHEREAS, Covered Persons may obtain discount services principally through the ProAct Pharmacy Network at negotiated prescription drug prices; and

WHEREAS, Client desires hereby to engage ProAct to perform services relating to prescription Discount Card Program processing, pricing and reporting required by Client. ProAct will also provide additional discount services including but not limited to Vision, LASIK, Hearing and Dental; and

WHEREAS, ProAct is qualified to perform the matters referred to hereunder and is willing to do so upon and subject to the terms and conditions hereof.

NOW THEREFORE, in consideration of the mutual promises and agreement herein contained, Client and ProAct hereby agree as follows:

ARTICLE I DEFINITIONS

1.1 Average Wholesale Price.

The term "Average Wholesale Price" or "AWP" means the published wholesale price of a prescription drug or medication based upon the applicable drug manufacturer's published wholesale price as found in the most current First Data Bank electronic pricing compendia.

1.2 Covered Person.

"Covered Person" shall refer to those individuals and their dependents who are entitled to prescription discount card services through the Discount Card Program.

1.3 Discount Card Program.

The term "Discount Card Program" shall mean a discount program where a Covered Person is entitled to pay the Cash Discount Pharmacy Reimbursement Rates set forth on Exhibit A hereof pursuant to the Discount card Program maintained by ProAct through the ProAct Pharmacy Network.

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1.4 ProAct Pharmacy Network.

The “ProAct Pharmacy Network” consists of a pharmacy network established by ProAct to provide covered prescription drugs and other products under the Discount Card Program.

ARTICLE II

DUTIES TO BE PERFORMED BY CLIENT

- 2.1 Covered Persons. Client understands that ProAct will provide Discount Cards to all persons within Sullivan County that ProAct deems to be eligible to participate in the Discount Card Program. Client understands that the Discount Card Program will be exclusively offered through the ProAct Pharmacy Network.
- 2.2 Transaction Charges. Client and ProAct acknowledge that the ProAct Pharmacy Network (and not the Client) is responsible for any applicable transaction charges associated with the Discount Card Program.
- 2.3 Pharmacy Network Administration. Client and ProAct understand and agree that the ProAct Pharmacy Network and contracting pharmacies (and not the Client) are responsible for a Pharmacy Network Administration fee.

ARTICLE III

DUTIES TO BE PERFORMED BY PROACT

- 3.1 Provision of Services to Client. ProAct agrees to provide to Client the following services: Explanation of Benefits (“EOBs”) sent to participating pharmacies which detail each Claim.
- 3.2 Collection of Payment of Participating Pharmacies. Prior to providing to Covered Person any of the discount services to which such Covered Person is or may be entitled, *ProAct* Pharmacy Network shall be required to collect from Covered Persons the Discount Card Reimbursement Rates set forth on Exhibit A for the applicable prescription drug.
- 3.3 Confidential Covered Persons Information. ProAct and Client agree that all Covered Persons information relating to covered drugs prescribed by a physician, and other records identifying Covered Persons, shall be treated as confidential except to the extent that disclosure may be required pursuant to state or federal laws or regulations or as may be permitted by Client.
- 3.6 Hours of Service. ProAct shall provide an 800 Help Line which shall be available to Client and the ProAct Pharmacy Network. ProAct’s Help Desk shall be available 7 days per week, 24 hours per day. Restat Pharmacy help desk hours will be Monday through Friday 7:00 am to 12:am. Saturday, 8:00 am to 8:00 pm EST and EDT and Sunday, 8:00 am to 8:00 pm EST and EDT. These hours do not include national holidays, and may be altered at any time. It is agreed, however, that Client and the ProAct Pharmacy Network shall be notified of any changes to schedule of business hours.

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3.7 HIPAA Compliance. For the purposes of this Agreement, ProAct agrees that ProAct is deemed to be Client's "Business Associate/Clearinghouse" as the terms are defined in the Privacy Standard of the Federal Register, published on December 28, 2000. ProAct agrees to comply with all applicable regulations published pursuant to the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, (referred to in this Agreement as "HIPAA"), prior to the effective enforcement date of each standard. In addition, without limiting any other provision of this Agreement:

- a. all services provided by ProAct under this Agreement will be provided in such a manner as to enable Client to remain at all times in compliance with all HIPAA regulations applicable to Client, to the extent that Client's compliance depends upon the manner in which such services are performed by ProAct; and
- b. all software, application programs and other products licensed or supplied by ProAct under this Agreement will contain such characteristics and functionality (including as applicable, but not limited to, the ability to accept and securely transmit data using the standard HIPAA transaction sets) as necessary to ensure that Client's use of such software, application programs and other products and associate documentation from ProAct will fully comply with the HIPAA regulations applicable to Client.

In the event any amendment to this Agreement is necessary for Client to comply with the HIPAA regulations as they relate to this Agreement or its subject matter, including, but not limited to, requirements pertaining to Business Associate agreements, Client and ProAct will negotiate in good faith to amend, and will amend, this Agreement accordingly, such amendment to be effective prior to the date compliance is required under each standard of the HIPAA regulations.

ARTICLE IV RECORDS

- 4.1 Maintenance of Records. ProAct shall maintain, in the original form or other media, information received from the ProAct Pharmacy Network. Upon notification to ProAct, Client shall have access to such records during normal business hours.
- 4.2 Ownership of Records. All information obtained by ProAct shall be the property of ProAct. These records shall remain accessible for examination and audit by Client for six (6) years after the date of payment of claims, upon prior written notice, at reasonable intervals during the regular business hours of ProAct.

ARTICLE V ASSIGNMENT

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- 5.1 Assignment by Client. Client may not assign this Agreement or any portion thereof to any service or organization without first having obtained prior written consent of ProAct, which consent shall not be unreasonably withheld.
- 5.2 Assignment by ProAct. ProAct may not assign this Agreement or any portion thereof to any service or organization without first having obtained prior written consent of Client, which consent shall not be unreasonably withheld.

**ARTICLE VI
HOLD HARMLESS**

- 6.1 Indemnity by ProAct. ProAct shall indemnify and hold harmless Client, and its employees and other agents, from and against any claims, liabilities, damages, judgments or other losses (including attorneys' fees) imposed upon or incurred by them arising out of or as a result of any acts or omissions of ProAct, or its officers, directors, employees or other agents, in connection with the performance of any of their respective obligations under this Agreement.

**ARTICLE VII
GRIEVANCE PROCEDURE**

[Intentionally Omitted]

**ARTICLE VIII
REBATE ADMINISTRATION**

- 8.1 Rebate Disclosure. As constituted, the Discount Card Program will not qualify for rebates from drug manufacturers.

**ARTICLE IX
GENERAL PROVISIONS**

- 9.1 Use of Software. Client acknowledges that ProAct asserts ownership of the entire software system used by ProAct in processing Claims and preparing reports including computer programs, system and program documentation, and other documentation relating thereto, and that such software system is the exclusive and sole property of ProAct. Client disclaims any rights to the system, reports, procedures or forms developed by ProAct.
- 9.2 Waiver. The waiver by either party of any breach of this Agreement shall not constitute a waiver of any subsequent breach of any term or condition hereof.



- 9.3 Severability. If any provision of this Agreement shall be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 9.4 Choice of Law. This Agreement shall be construed, interpreted, and governed according to the laws of the State of New York.
- 9.5 Force Majeure. Neither ProAct nor Client shall be liable for a failure or delay in performance hereunder arising from acts of God, acts of a public enemy, acts of a sovereign nation or any state or political subdivision or any department or regulatory agency thereof or entity created thereby, acts of any person engaged in a subversive activity or sabotage, fires, floods, earthquakes, explosions, strikes, slow-downs, lockouts or labor stoppage, or freight embargoes, unless caused by either party.
- 9.6 Entire Agreement. This Agreement and the exhibits identified below contain the entire agreement of the parties hereto and supersede all prior agreements, representations and understandings, whether written or oral, between the parties relating to the subject matter hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original.
- 9.7 Notice. Any notice required or permitted by this Agreement, unless otherwise specifically provided for in this Agreement, shall be in writing and shall be deemed given three (3) days after the date it is deposited in the Client States mail, postage prepaid, registered or certified mail, or hand delivered addressed as follows:
- To ProAct: David B. Warner, President
6333 Rte 298, Suite 210
East Syracuse, NY 13057
- To Client: Joshua Potosek, County Manager
100 North Street
Monticello, NY 12701
- With a copy to: Cheryl McCausland, County Attorney
100 North Street
Monticello, NY 12701
- 9.8 Use of Name. Neither party shall use the other party's name, trade or service mark, logo, or the name of any affiliated company in any advertising or promotional material, presently existing or hereafter established by Client, except in the manner and to the extent permitted by prior written consent of the other party.
- 9.9 Independent Contractors. Client and ProAct are independent entities and nothing in this Agreement shall be construed or be deemed to create a relationship of employer and employee or principal and agent or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement is intended to be construed, or be deemed to

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create, any rights or remedies in any third party, including but not limited to an Eligible Member.

- 9.10 Consent to Amend. This Agreement or any part or section of it may be amended at any time during the term of the Agreement by an amendment in writing executed by duly authorized representatives of ProAct and Client.
- 9.11 Headings. The headings of articles and sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 9.12 Compliance with Laws and Regulations. This Agreement will be in compliance with all pertinent federal and state statutes and regulations. If this Agreement, or any part hereof, is found not to be in compliance with any pertinent federal or state statute or regulation, then the parties shall renegotiate the Agreement for the sole purpose of correcting the non-compliance.
- 9.13 Protection of Confidentiality and Programs. ProAct agrees to ensure the confidentiality of all information obtained from Client including but not limited to: financial, utilization, or any other information related to the delivery of health care. Information may be used in a blinded, cumulative manner by ProAct for general plan performance comparisons.

ARTICLE X EXCLUSIVITY

- 10.1 Client agrees that, during the term hereof, ProAct shall be the sole and exclusive agent for the purpose of administration of Client's discount pharmacy services program to its Covered Persons, as described herein.

ARTICLE XI TERM AND TERMINATION

- 11.1 Term. This Agreement shall become effective on the Implementation Date for a term of three (3) years and thereafter shall continue in effect for additional one (1) year terms unless terminated on its anniversary date by either party by certified or registered mail at least ninety (90) days prior to such date. Termination shall have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination.
- 11.2 Termination. This Agreement may be terminated at any time by either party for failure to comply with any terms or conditions herein stated or for any other just and sufficient cause provided, however, that sixty (60) days' written notice of such failure shall be given to the offending party and such party shall have the opportunity to cure such noncompliance during such sixty (60) day notice period.

- 11.3 Termination Without Cause This agreement may be terminated at any time by either party without cause; provided, however, that thirty (30) days' written notice of termination shall be given to the other party.
- 11.4 Immediate Termination. This Agreement may be terminated by either party upon written notice to the other party in the event: the other party makes an assignment for the benefit of creditors, files a petition of bankruptcy, is adjudicated insolvent or bankrupt, has a receiver or trustee appointed for a substantial part of its property, change of ownership, or has a proceeding commenced against it which will substantially impair its ability to perform hereunder.

The provisions of this Agreement shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors and assignees. This Agreement constitutes the entire understanding between the parties hereto.

PROACT, INC.

SULLIVAN COUNTY

DAVID B. WARNER, R.Ph.
PRESIDENT

Joshua Potosek
COUNTY MANAGER

DATE

DATE

APPROVED AS TO FORM:

Cheryl McCausland, COUNTY ATTORNEY

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EXHIBIT A
FEE SCHEDULE

PROCESSING FEE:

\$0.00 PER PAID CLAIM

Processing services include the following:

- Monthly utilization and savings reports
- Quarterly network pharmacy utilization reports
- Administration of a standard MAC program (MAC – Maximum Allowable Cost)
- EOB claims payment detail sent to network pharmacies

Discount Card Reimbursement Rates:

Covered Persons shall pay to pharmacies participating in the ProAct Pharmacy Network one hundred percent (100%) of the calculated price of each prescription as follows:

Retail Store Rate

Brand: AWP – 13% + \$4.00 Dispensing Fee
Generic: AWP – 15% or MAC + \$4.00 Dispensing Fee

Mail Order Rate

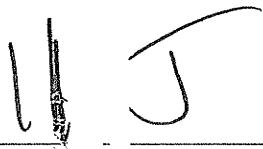
Brand: AWP – 18% + \$3.25 Dispensing Fee
Generic: AWP – 48% + \$3.50 Dispensing Fee

Vision, LASIK, and Hearing Discount Services

Above and beyond the stated Prescription Drug Discount Card Services, ProAct, Inc. will provide access to Vision, Hearing, and LASIK service discounts. These services and any future discount services will continue to be provided at no cost to the County and no premium cost to participants, who will pay only the discounted rate for such services.

Discounted Dental Plan

Above and beyond the stated Prescription Drug Discount Card Services, ProAct, Inc. will also provide access to discounted dental plans. This service will be provided at no cost to the County with a premium cost to the participant, who will pay the discounted rate for the selected plan.



RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO REAPPOINT MEMBER TO THE CHARTER REVIEW COMMISSION TO FILL VACANCY

WHEREAS, pursuant to Section 1.05 of the Charter of the County of Sullivan, the County Legislature has the authority to appoint qualified electors of Sullivan County to the Charter Review Commission in order to review the implementation of the Charter and propose amendments as required, and

WHEREAS, the Sullivan County Legislature appointed thirteen members to the Charter Review Commission in 2014 by Resolution No. 448, and

WHEREAS, Fred Harding has resigned from the Charter Review Commission creating a vacancy, and

WHEREAS, the Legislature is desirous of reappointing J.J. Hanson to the Charter Review Commission to fill said vacancy.

NOW, THEREFORE BE IT RESOLVED, that the individual listed above is hereby appointed to the Charter Review Commission effective immediately, and

BE IT FURTHER RESOLVED, that if a member misses three (3) consecutive meetings of the Charter Review Commission, they will be automatically dismissed, and

BE IT FURTHER RESOLVED, Per resolution No. 448 of 2014, if a vacancy occurs due to resignation or dismissal, the Legislature is authorized to make additional appointments to fill the vacancies as necessary.

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby reappoints J.J. Hanson to the Charter Review Commission effective August 18, 2016.