



**EXECUTIVE COMMITTEE**  
**August 20, 2015 at 11:30AM**

**COMMITTEE MEMBERS:** Samuelson, Steingart, LaBuda, Vetter, Rouis, Gieger,  
Edwards, Benson, Sorensen

- I. COUNTY MANAGER'S MONTHLY REPORT – See Attached**
- II. COUNTY ATTORNEY'S MONTHLY REPORT**
- III. PRESENTATION**  
None
- IV. DISCUSSION**
  1. Vacancies (12)
  2. Council of Governments Meeting
- V. RESOLUTIONS :**
  1. Appoint one member to the Sullivan County Board of Ethics (Miller)
  2. Appoint one member to the RSVP Advisory Committee (Stettner)
  3. Appoint one member to the Office for the Aging Advisory Committee (Safer)
  4. Reappoint four members to the RSVP Advisory Committee (Solomon, M. Toomey, S. Toomey and Wood)
  5. Authorize execution of a Master Equity Lease Agreement with Enterprise FM Trust
  6. Authorize submission of the FY 2015 Consolidated Funding Application – Upstate Revitalization Initiative (URI)
  7. Authorize contract with Health Research, Inc., (HRI) for Ebola preparedness and response activities
  8. Authorize a contract with UPP Technology, Inc.
  9. Authorize agreements with CACHE, Sullivan County Federation for the Homeless and Action Toward Independence, Incorporated for assistance with the county's HEAP Application Process
- VI. PUBLIC COMMENT**

## County Manager's Monthly Report 8-20-15

### Current Departmental Initiatives

- Discussed potential Government Center space for the Dispute Resolution Center, WIC and Child Support
- Met with Public Works Staff to review information pertaining to the construction of a corporate hangar at the SCIA
- Met and discussed issues with staff from County Attorney's Office
- Attended webinar for NYSAC Payment Solutions (P-Card) program to explore potential benefits to County, including streamlining operations and realization of savings
- Attended webinar by NYS Comptroller's Office with regard to local sales tax collection and distribution, and updates to the publication "Local Government Sales Tax in New York State"
- Sullivan County FOIL Officer continues to process requests for information.
- Attended radio project status update conference calls.
- Met with Public Works staff to discuss and put forward a proposal to address the County Fleet through a leasing option with Enterprise.
- Met on several occasions with Planning Commissioner, Grants Administration and appropriate personnel to discuss the CFA applications
- Met with Commissioners of County divisions to discuss current issues, initiatives and concerns
- Attended Sullivan County Jail COC Review meeting with Sheriff's department, DPW and consultants
- Held meeting to discuss electrical licensing law and impacts to staff
- Met with budget staff on several occasions to discuss development of 2016 Operating Budget, including anticipated increase in expenses for 2016 and the ability to offset those expenses with revenue, as well as the anticipated tax cap and the impacts that will have.
- Began department meetings for the 2016 Operating Budget
- Met to discuss staffing levels at the Sullivan County Adult Care Center
- Worked with Cornell Cooperative to establish CSA program to have local produce delivered to County employees who opted into the program and to have payments deducted directly from their paychecks
- Met to discuss addition of staff to MIS department
- Met with Soil and Water Conservation District to discuss 2016 Budget
- Met with staff and representatives to discuss Enterprise Fleet Management Program
- Attended webinar to learn about the impacts of the Workforce Innovation and Opportunity Act, which replaced the Workforce Investment Act on July 1, 2015.
- Met to discuss the second round of Plans and Progress applications
- Met with Public Safety and other appropriate staff to discuss dog control issues

CMI

- Held several meetings to discuss free tuition/tuition assistance for county employees attending Sullivan County Community College
- Met with County staff and representatives of the Village of Monticello to discuss a remediation study for a property that once had a dump located on it to determine environmental impacts of the location
- Met with DPW Commissioner to discuss Maintenance in Lieu of Rent

#### Union/Personnel Issues

- Met to discuss DPW Seasonal Employee grievance
- Met to discuss another grievance
- Met to discuss potential reallocation of various titles
- Met to discuss CNA staffing and stipend for Licensed Professional Nurses

#### Participation in Other Meetings/Events

- Attended Hudson Valley Regional Council meeting at Center for Discovery
- Held meetings with committee chairs and department heads to discuss monthly agendas
- Attended monthly Legislative Committee and Full Board meetings
- Attended monthly Real Property Advisory Board Meeting
- Attended the Project Lazarus Sullivan County Community Forum and Workshop at Bethel Woods
- Attended meeting of the Electrical Licensing Board
- Attended and presented at Charter Commission Review Committee meeting

CM2

Vacancy Request Fact Sheet

**Date:** 8/14/15  
**Department:** Public Health Services  
**Department Head:** Nancy McGraw, Public Health Director  
**Position / Duties:** Account Clerk (FT) position #4010-206.244 *by*  
**Salary:** \$ 21,547.00  
**Benefits:** \$ 25,502.00  
**Total Cost:** \$ 47,049.00  
**County Share:** \$ 39,292.00  
**Federal Share:** \$ 0.00  
**State Share:** \$ 7,757.00

**Other:** N/A

**Mandated:** No, but

**Budgeted:** Yes **Budget Line:** 4010-206-10-1011 – Personal Services Regular Pay and for the various benefits: A4010-206-80-8001 through A4010-206-80-8007

**Date of Vacancy:** 1/5/15

**Note 1:** The above are annual totals. Also, to produce a conservative fringe benefits estimate, we assumed that the new employee would opt for family medical insurance coverage.

**Note 2:** for the first two quarters of the year, the gross wages paid for this position are 100% covered by the base grant of Article 6 State Aid. By the third quarter, the base grant is used up, and this position's gross wages would be covered by Article 6 State Aid at 36%. This averages to about 68% for the year; however, to include a conservative estimate, 36% of the gross wages for this position was included above as state aid.

**Date Received** 8/17/15

**Date Reviewed** \_\_\_\_\_

**Approved** \_\_\_\_\_

**Committee Vote:**

**Denied** \_\_\_\_\_

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Held** \_\_\_\_\_

VI

Vacancy Request Fact Sheet

**Date:** 8/14/15  
**Department:** Public Health Services  
**Department Head:** Nancy McGraw, Public Health Director  
**Position / Duties:** Public Health Educator – pos. #4050.2986 ✓  
**Salary:** \$ 33,304.00 (entry level for newly hired employees)  
**Benefits:** \$ 28,988.00  
**Total Cost:** \$ 62,292.00  
**County Share:** \$ 50,303.00  
**Federal Share:** \$ 0.00  
**State Share:** \$ 11,989.00  
**Other:** N/A

**Mandated:** Yes; health education is a mandatory and core requirement of public health departments in NYS. The Health Educator conducts community health education and outreach on preventable injuries, illnesses and deaths. He/she also assists with the community health assessment (which is mandated and required for Article 6 state aid). This position is integral to implementing objectives related to obesity prevention and nutrition education for schools, businesses and community organizations, childhood injury and disease prevention, and communicable disease prevention. The Health Educator coordinates health education in the community as a whole for the department; also coordinates health promotion initiatives funded by grants.

**Budgeted:** Yes **Budget Line:** 4050-10-1011 – Personal Services Regular Pay and for the various benefits: A4050-80-8001 through A4050-80-8007

**Date of Vacancy:** 8/26/15

**Note 1:** The above are annual totals. Also, to produce a conservative fringe benefits estimate, we assumed that the new employee would opt for family medical insurance coverage.

**Note 2:** for the first two quarters of the year, the gross wages paid for this position are 100% covered by the base grant of Article 6 State Aid. By the third quarter, the base grant is used up, and this position's gross wages would be covered by Article 6 State Aid at 36%. This averages to about 68% for the year; however, to include a conservative estimate, 36% of the gross wages for this position was included above as state aid.

**Date Received** 8/17/15

**Date Reviewed** \_\_\_\_\_

**Approved** \_\_\_\_\_

**Committee Vote:**

**Denied** \_\_\_\_\_

**Yes** \_\_\_\_\_ **No** \_\_\_\_\_

**Held** \_\_\_\_\_

V2

Vacancy Request Fact Sheet

Date: 8/20/2015

Department: DFS

Department Head: Joseph A. Todora, Acting Commissioner

Position/Duties: Account Clerk Database w/ Backfills      Budget Position: 3014 ✓

This position involves the performance of entry level account clerical, auditing, and bookkeeping functions with the additional responsibility of performing alpha and numeric data entry functions. Employee posts to a variety of accounts, money received and disbursed; makes out checks and keeps records of checks issued; prepares payroll with aid of a bookkeeping machine, collects and deposits funds in various accounts; audits bills and payrolls and other financial records.

Salary: \$25,047

Benefits: \$27,790

Total Cost: \$52,837

County Share: \$24,305

Federal Share: \$21,399

State Share: \$7,133

Other:

Mandated: No

Budgeted: Yes      Budget Line: A.6010.52.10.1011 & A.6010.52.80.8001-80.8009

Date of Vacancy: 7/31/2015

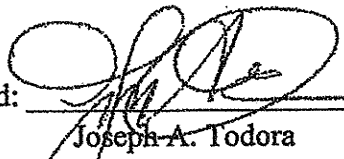
Notes: Revenue projection is estimated and is based on availability of funding.

Date Received 8/16/15      Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_      Committee Vote:

Denied \_\_\_\_\_      YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:  \_\_\_\_\_  
Joseph A. Todora

V3

Vacancy Request Fact Sheet

Date: 8/20/2015

Department: DFS

Department Head: Joseph A. Todora, Acting Commissioner

Position/Duties: Records Management Clerk w/ Backfills

Budget Position: 1868 ✓ *dk*

The Records Management Clerk may travel to various work sites to perform assigned duties. The position will involve microfilming records including efforts to properly organize and prepare records for filming. Assists in recording and maintaining survey results pertaining to the records management function; Determines the type and condition of records to be filed; Prepares records for retention including microfilming or data imaging, by placing the records in an appropriate order. Operates microfilm or data imaging equipment; Maintains records, logs, and files relating to the records management function; May assist in determining the value of records; May assist department heads in using records retention schedules.

Salary: \$25,047

Benefits: \$27,790

Total Cost: \$52,837

County Share: \$13,886

Federal Share: \$29,213

State Share: \$9,738

Other:

Mandated: No

Budgeted: Yes

Budget Line: A.6010.51.10.1011 & A.6010.51.80.8001-80.8009

Date of Vacancy: 8/7/2015

Notes: Revenue projection is estimated and is based on availability of funding.

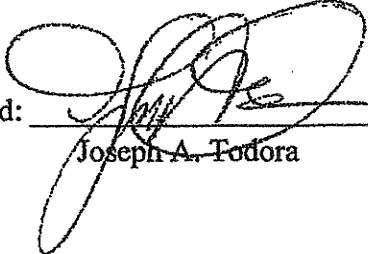
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Date Received 8/6/15 Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_ Committee Vote:

Denied \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:  \_\_\_\_\_  
 Joseph A. Todora

V4

Vacancy Request Fact Sheet

Date: 8/20/2015

Department: DFS

Department Head: Joseph A. Todora, Acting Commissioner

Position/Duties: Case Services Aide w/ backfills

Budget Position: # 3015 *✓*

Provides transportation and escort services to family services department clients to relieve casework staff from routine transportation duties. May provide special escort and transportation services relative to employment, school attendance, child protective visits, attendance at therapy sessions, court hearings, and other matters related to a client's family's well-being. Supervises home visitation involving children. Has responsibilities of a courier and performs routine clerical tasks.

Salary: \$27,246.00

Benefits: \$29,365.26

Total Cost: \$56,611.26

County Share: \$14,877.44

Federal Share: \$27,739.52

State Share: \$13,994.30

Other:

Mandated: NO

Budgeted: Budget Line: A.6010.57.10.1012 & A.6010.57.80.8001-8007

Date of Vacancy: 7/24/2015

Notes: Funding is estimated & based on availability of Federal & State funding.

Date Received 7/23/15

Date Reviewed \_\_\_\_\_

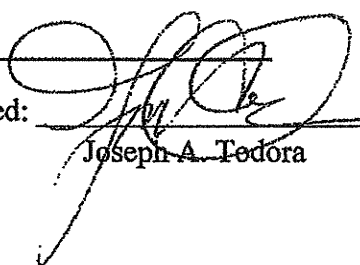
Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:   
Joseph A. Todora

V5



Vacancy Request Fact Sheet

Date: 07/27/15

Department: Probation Department

Department Head: Jeffrey Mulinelli

Position / Duties:

Position #1324 Probation Officer Trainee/Public Safety

Responsible for monitoring a high-risk caseload of 50 probationers. This position also requires the officer to prepare and submit pre-sentence reports to county and justice courts. Additional duties entail Family Court intake in which domestic violence/order of protection cases are screened.

Salary: \$43,107.00

Benefits: \$33,325.00

Total Cost: \$76,432.00

County Share: \$71,259.00

Federal Share:

State Share: \$5,173.00

Other:

Mandated:

Budgeted: Yes  No

Budget Line: A-3140-16

Date of Vacancy: 08/01/15

Notes:

Entry-level salary of \$41,107.00 + \$2,000.00 Peace Officer Stipend = \$43,107.00

NYS Reimbursement is 12%.

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|---|---------------------|
| Date Received <u>7/27/15</u>            | Date Reviewed _____ |
| Approved _____                          | Committee Vote:     |
| Denied _____                            | Yes ___ No ___      |
| Held _____                              |                     |

V6

Vacancy Request Fact Sheet

**Date:** 07/17/15

**Department:** District Attorney

**Department Head:** James R. Farrell

**Position / Duties:**

Assistant District Attorney 5 - Position ~~#770~~ <sup>587</sup> - w/ Backfills

**Salary:** \$56,212.00

**Benefits:** \$35,389.00

**Total Cost:** \$91,601.00

**County Share:** \$91,601.00

**Federal Share:**

**State Share:**

**Other:**

**Mandated:**

**Budgeted:** Yes  No

**Budget Line:** A1165

**Date of Vacancy:** 09/25/2015

**Notes:**

| <i>For Administrative/Legislative Use ONLY</i> |                     |
|--|---------------------|
| Date Received <u>7/20/15</u>                   | Date Reviewed _____ |
| Approved _____                                 | Committee Vote:     |
| Denied _____                                   | Yes ___ No ___      |
| Held _____                                     |                     |

V7

**THIS FORM MUST BE FILLED OUT AND SENT TO THE COMMISSIONER OF MANAGEMENT AND BUDGET ALONG WITH YOUR VACANCY REQUEST.**

- 1) **The position must be critical and essential to fulfill the county's obligations to the public safety, health, and welfare of the general public.** Please demonstrate in writing how a particular position is critical and essential to these goals, particularly if there are multiple positions in your respective organizations that have the same or similar responsibilities that may absorb additional work duties. For example, if your organization has six account clerk positions, with one vacancy, you should demonstrate how the filling of that sixth account clerk position is critical and essential to the fulfilling the county's obligations to providing for the public safety, health, and welfare of the general public.

This position is critical to the public safety of the general public of Sullivan County. Not filling this position would require the redistribution of all cases to the remaining staff, currently (5) positions, posing a significant threat to the public safety needs of Sullivan County and an unreasonable and unduly burdensome case load with resultant jeopardy to efficient and effective enforcement of the criminal law.

- 2) **The position, if not critical and essential to the fulfilling the county's obligations to providing for the public safety, health, and welfare of the general public, then it must be critical to the fiscal health of the county.** Positions within your organizations, such as Fiscal Administrative Officers, Full Charge Bookkeepers, and others that are directly responsible for managing, maintaining, and monitoring revenues and expenditures will be considered for authorization to fill. Please demonstrate the impact, either negative or positive to filling a position that you believe is critical and essential to the fiscal health of the county. However, if your organization has six account clerk positions, with one vacancy, you should demonstrate how the filling of that sixth account clerk position is critical and essential to the fiscal health of the county.

- 3) **The position, if ties to reimbursements or revenues due to the county will be considered for authorization to fill. Please demonstrate the impact, either positive or negative, and how this position is critical and essential to realizing the reimbursements or revenues due to the county in a timely manner.** If the vacant position is critical and essential to realizing reimbursements or revenues due to the county, please provide information as to any backlogs in claiming for reimbursements due to the county, or revenues due to the county, as well as, an explanation as to either the cause of the backlog, how the backlog will be brought current, or how a backlog will occur if the position is unfilled. Along with this information, please provide a historical year over year demonstration of claiming for reimbursements backlogs and the number staff in each year that you had in each of those years.

V7A

- 4) **A position that is grant funded is not reason enough to fill the position. Even in a grant funds a position, the grant usually does not cover 100 percent of the county's costs, and usually does not contribute toward retiree health benefit costs and obligations of the county.** Therefore, you should demonstrate exactly the costs that the grant funded position will cover, inclusive of salary, employee benefits, retiree benefit costs, employer taxes, indirect costs associated with the position, etc. Thereafter, please demonstrate the impacts of not filling the position to the grant obligations of the county, or to service impacts that would otherwise be provided by the position, as well as, a demonstration that no other currently filled position could absorb those responsibilities.
- 5) **A position that may be needed to fulfill state mandates. First, please indicate whether the position reflects a funded or unfunded state mandate. Second, demonstrate the impacts to providing that state mandated service, either positive or negative, on the critical and essential need to fill a particular position.** As you are aware, most state mandated services do not specify a minimum staffing level needed to fulfill that mandate. However, if the position is associated with a statutory or regulatory requirement, please provide a copy of that statutory or regulatory requirement.
- 6) **A position will eliminate any need for overtime to fulfill a county provided service.** Please demonstrate how the costs associated with filling the vacant position will eliminate overtime expenses, to the level that that elimination will cover the total cost of filling the vacant position, including salary, employee benefits, and employer taxes.

V7b

**Vacancy Request Fact Sheet**

**Date:** 07/17/15

**Department:** District Attorney

**Department Head:** James R. Farrell

**Position / Duties:**

District Attorney Investigator - Position #2967 ✓ *ok*

**Salary:** \$50,000.00

**Benefits:** \$6,438.00

**Total Cost:** \$56,438.00

**County Share:** \$56,438.00

**Federal Share:**

**State Share:**

**Other:**

**Mandated:**

**Budgeted:** Yes  No

**Budget Line:** A1165

**Date of Vacancy:** 02/27/2015

**Notes:**

| <i>For Administrative/Legislative Use ONLY</i> |                     |
|--|---------------------|
| Date Received <u>7/20/15</u>                   | Date Reviewed _____ |
| Approved _____                                 | Committee Vote:     |
| Denied _____                                   | Yes ___ No ___      |
| Held _____                                     |                     |

V8

**THIS FORM MUST BE FILLED OUT AND SENT TO THE COMMISSIONER OF MANAGEMENT AND BUDGET ALONG WITH YOUR VACANCY REQUEST.**

- 1) **The position must be critical and essential to fulfill the county's obligations to the public safety, health, and welfare of the general public.** Please demonstrate in writing how a particular position is critical and essential to these goals, particularly if there are multiple positions in your respective organizations that have the same or similar responsibilities that may absorb additional work duties. For example, if your organization has six account clerk positions, with one vacancy, you should demonstrate how the filling of that sixth account clerk position is critical and essential to the fulfilling the county's obligations to providing for the public safety, health, and welfare of the general public.

- 2) **The position, if not critical and essential to the fulfilling the county's obligations to providing for the public safety, health, and welfare of the general public, then it must be critical to the fiscal health of the county.** Positions within your organizations, such as Fiscal Administrative Officers, Full Charge Bookkeepers, and others that are directly responsible for managing, maintaining, and monitoring revenues and expenditures will be considered for authorization to fill. Please demonstrate the impact, either negative or positive to filling a position that you believe is critical and essential to the fiscal health of the county. However, if your organization has six account clerk positions, with one vacancy, you should demonstrate how the filling of that sixth account clerk position is critical and essential to the fiscal health of the county.

This position is critical and essential to the fiscal health of the county as its focus is on crimes against revenue and protecting the taxpayer funds from waste, fraud and abuse.

- 3) **The position, if ties to reimbursements or revenues due to the county will be considered for authorization to fill. Please demonstrate the impact, either positive or negative, and how this position is critical and essential to realizing the reimbursements or revenues due to the county in a timely manner.** If the vacant position is critical and essential to realizing reimbursements or revenues due to the county, please provide information as to any backlogs in claiming for reimbursements due to the county, or revenues due to the county, as well as, an explanation as to either the cause of the backlog, how the backlog will be brought current, or how a backlog will occur if the position is unfilled. Along with this information, please provide a historical year over year demonstration of claiming for reimbursements backlogs and the number staff in each year that you had in each of those years.

V8A

- 4) **A position that is grant funded is not reason enough to fill the position. Even in a grant funds a position, the grant usually does not cover 100 percent of the county's costs, and usually does not contribute toward retiree health benefit costs and obligations of the county.** Therefore, you should demonstrate exactly the costs that the grant funded position will cover, inclusive of salary, employee benefits, retiree benefit costs, employer taxes, indirect costs associated with the position, etc. Thereafter, please demonstrate the impacts of not filling the position to the grant obligations of the county, or to service impacts that would otherwise be provided by the position, as well as, a demonstration that no other currently filled position could absorb those responsibilities.
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- 6) **A position will eliminate any need for overtime to fulfill a county provided service.** Please demonstrate how the costs associated with filling the vacant position will eliminate overtime expenses, to the level that that elimination will cover the total cost of filling the vacant position, including salary, employee benefits, and employer taxes.

V8b.

Vacancy Request Fact Sheet

**Date:** 07/17/15

**Department:** District Attorney

**Department Head:** James R. Farrell

**Position / Duties:**

Assistant District Attorney 8 - Position #2970 ✓ *ok*

**Salary:** \$55,500.00

**Benefits:** \$24,669.00 - 35,069

**Total Cost:** \$80,169.00

**County Share:** \$80,169.00 - 90,569

**Federal Share:**

**State Share:**

**Other:**

**Mandated:**

**Budgeted:** Yes  No

**Budget Line:** A1165

**Date of Vacancy:** 06/05/2015

**Notes:**

| <i>For Administrative/Legislative Use ONLY</i> |                     |
|--|---------------------|
| Date Received <u>7/20/15</u>                   | Date Reviewed _____ |
| Approved _____                                 | Committee Vote:     |
| Denied _____                                   | Yes ___ No ___      |
| Held _____                                     |                     |

V9



**THIS FORM MUST BE FILLED OUT AND SENT TO THE COMMISSIONER OF MANAGEMENT AND BUDGET ALONG WITH YOUR VACANCY REQUEST.**

1) **The position must be critical and essential to fulfill the county's obligations to the public safety, health, and welfare of the general public.** Please demonstrate in writing how a particular position is critical and essential to these goals, particularly if there are multiple positions in your respective organizations that have the same or similar responsibilities that may absorb additional work duties. For example, if your organization has six account clerk positions, with one vacancy, you should demonstrate how the filling of that sixth account clerk position is critical and essential to the fulfilling the county's obligations to providing for the public safety, health, and welfare of the general public.

2) **The position, if not critical and essential to the fulfilling the county's obligations to providing for the public safety, health, and welfare of the general public, then it must be critical to the fiscal health of the county.** Positions within your organizations, such as Fiscal Administrative Officers, Full Charge Bookkeepers, and others that are directly responsible for managing, maintaining, and monitoring revenues and expenditures will be considered for authorization to fill. Please demonstrate the impact, either negative or positive to filling a position that you believe is critical and essential to the fiscal health of the county. However, if your organization has six account clerk positions, with one vacancy, you should demonstrate how the filling of that sixth account clerk position is critical and essential to the fiscal health of the county.

This position is critical and essential to the fiscal health of the county as its focus is on crime against revenue and protecting taxpayer funds from waste, fraud and abuse.

3) **The position, if ties to reimbursements or revenues due to the county will be considered for authorization to fill. Please demonstrate the impact, either positive or negative, and how this position is critical and essential to realizing the reimbursements or revenues due to the county in a timely manner.** If the vacant position is critical and essential to realizing reimbursements or revenues due to the county, please provide information as to any backlogs in claiming for reimbursements due to the county, or revenues due to the county, as well as, an explanation as to either the cause of the backlog, how the backlog will be brought current, or how a backlog will occur if the position is unfilled. Along with this information, please provide a historical year over year demonstration of claiming for reimbursements backlogs and the number staff in each year that you had in each of those years.

V9A

- 4) **A position that is grant funded is not reason enough to fill the position. Even in a grant funds a position, the grant usually does not cover 100 percent of the county's costs, and usually does not contribute toward retiree health benefit costs and obligations of the county.** Therefore, you should demonstrate exactly the costs that the grant funded position will cover, inclusive of salary, employee benefits, retiree benefit costs, employer taxes, indirect costs associated with the position, etc. Thereafter, please demonstrate the impacts of not filling the position to the grant obligations of the county, or to service impacts that would otherwise be provided by the position, as well as, a demonstration that no other currently filled position could absorb those responsibilities.
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- 6) **A position will eliminate any need for overtime to fulfill a county provided service.** Please demonstrate how the costs associated with filling the vacant position will eliminate overtime expenses, to the level that that elimination will cover the total cost of filling the vacant position, including salary, employee benefits, and employer taxes.

V9b

Vacancy Request Fact Sheet

Date: 8/20/2015

Department: DFS

Department Head: Joseph A. Todora, Acting Commissioner

Position/Duties: Caseworker w/ backfills

Budget Position: 1241 *490*

The Caseworker position is to be assigned to Children's Services. Caseworker provides case work services for individuals and/or their families, including children, to assist them in their economic, emotional, social and environmental difficulties. Caseworker formulates and carries out plans to meet the needs of the individual or family. Provides counseling to motivate the individual or family to increase their own capacity and confidence in their ability to handle problems.

|                |              |
|----------------|--------------|
| Salary:        | \$ 35,057.00 |
| Benefits:      | \$ 20,228.40 |
| Total Cost:    | \$ 55,285.40 |
| County Share:  | \$ 7,187.45  |
| Federal Share: | \$ 27,090.05 |
| State Share:   | \$ 21,007.90 |

| Budgeted:    | Budget Line:      |
|--------------|-------------------|
| \$ 35,057.00 | A.6010.57.10.1012 |
| \$ 2,681.86  | A.6010.57.80.8001 |
| \$ 1,752.85  | A.6010.57.80.8006 |
| \$ 5,959.69  | A.6010.57.80.8005 |
| \$ 9,721.00  | A.6010.57.80.8002 |
| \$ 113.00    | A.6010.57.80.8007 |

Date of Vacancy: 8/21/2015

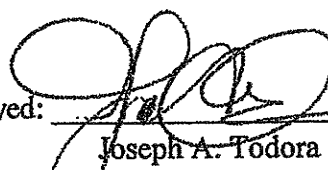
Notes:

Date Received 8/18/15 Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_ Committee Vote:

Denied \_\_\_\_\_ YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed:  \_\_\_\_\_  
Joseph A. Todora

V 10

Vacancy Request Fact Sheet

Date: 08/20/15

Department: Center for Workforce Development

Department Head: Laura Quigley

Position / Duties: Pos 36 1/80

Junior Accountant - Assists in account keeping & procedural operations; assists in prep of budgets; responsible for all aspects of the prep & filing of reports required by state and/or federal agencies or other funders, responsible for sub-grant recipient audits & monitoring; produces written reports; responsible for accurately recording fiscal entries, maintaining ledgers, preparing financial statements, maintaining inventory. Act as dept liason with state and/or federal agencies on annual fiscal and inventory audits. Provides level of fiscal support to the Planning Dept.

Salary: \$47,937.00

Benefits: \$33,326.00

Total Cost: \$81,263.00

County Share: \$11,263.00

Federal Share: \$: 56,500

State Share: \$8,100.00

Other: \$5,400.00

Mandated: Yes

Budgeted: Yes  No

Budget Line: A6293-10-1011

Date of Vacancy:

Notes:

| <i>For Administrative/Legislative Use ONLY</i> |                     |
|--|---------------------|
| Date Received <u>8/18/15</u>                   | Date Reviewed _____ |
| Approved _____                                 | Committee Vote:     |
| Denied _____                                   | Yes ___ No ___      |
| Held _____                                     |                     |

VII

Vacancy Request Fact Sheet

Date: August 19, 2015

Department: Adult Care Center

Department Head: Shennoy Wellington

Position/Duties: Food Service Helper, full time

Budget Position: 1306 *W*

Tray set up/delivery, washing pots, assisting cooks with meal prep, nourishment set up

Salary: \$ 24,799

Benefits: \$25,722

Total Cost: \$ 50,521

County Share: \$1,692

Federal Share: \$11,544

State Share: \$31,500

Other: \$5,785

Mandated: no

Budgeted: yes Budget Line: EI-6020-75

Date of Vacancy: 8/15/2015

Notes: A current part time Food Service Helper would fill this vacancy

Date Received 8/19/15

Date Reviewed \_\_\_\_\_

Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

YES \_\_\_\_\_ NO \_\_\_\_\_

Held \_\_\_\_\_

Reviewed: \_\_\_\_\_

*V12*

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO  
CONFIRM THE APPOINTMENT OF A MEMBER OF THE SULLIVAN  
COUNTY BOARD OF ETHICS**

**WHEREAS**, pursuant to the provisions of Section 102 of Local Law Number 3 of 2013, the County Manager has appointed members to the Sullivan County Board of Ethics with various terms, and

**WHEREAS**, there is currently a vacancy on the on the board since July 2015(Keith Gilmour slot), and

**WHERAS**, the County Manager recommends the appointment of the following employee to serve a three (3) year term:

| <b>Member</b>   | <b>Term</b>                         |
|-----------------|-------------------------------------|
| Susan K. Miller | August 20, 2015- September 25, 2018 |

**WHEREAS**, the appointments to the Sullivan County Board of Ethics, by the County Manager, require confirmation by the County Legislature.

**NOW, THEREFORE, BE IT RESOLVED**, that the appointment listed above is hereby confirmed as set forth in Section 102 of Local Law Number 3 of 2013, to be effective on August 20, 2015.

**Resolution No.**

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO APPOINT ONE MEMBER TO THE RSVP ADVISORY COMMITTEE**

**WHEREAS**, it is the desire to appoint Liliam Stettner to fill the vacancy of Onofrio “Chuck” Papa 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 member to the RSVP Advisory Committee, for the term to expire on the date opposite of name.

**RSVP APPOINTMENT**

Liliam Stettner  
P O Box 19  
538 Willi Hill Road  
White Sulphur Springs NY 12787

7/31/2018

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2015.

**Resolution No.**

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO APPOINT ONE MEMBER TO THE OFFICE FOR THE AGING  
ADVISORY COMMITTEE**

**WHEREAS**, it is the desire to appoint Mandell "Manny" Safer to the Office for the Aging Advisory Committee to fill the vacancy of Anne Brucher, 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 member to the Office for the Aging Advisory Committee, for the term to expire on the date opposite of name.

**OFA APPOINTMENT:**

**TERM:**

Mandell "Manny" Safer  
P O Box 444  
1072 Lake Shore Drive  
White Lake NY 12786

7/31/2018

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2015.



**Resolution No.**

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO REAPPOINT FOUR MEMBERS TO THE RSVP ADVISORY COMMITTEE**

**WHEREAS**, it is the desire to reappoint Laura Solomon, Marylin Toomey, Sabina Toomey and Shirley Anne Wood to the RSVP Advisory Committee, and

**WHEREAS**, the above reappointment 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.

| <b>RSVP REAPPOINTMENT:</b>                                | <b>TERM:</b> |
|---|--------------|
| Laura Solomon<br>P O Box 313<br>Kiamesha Lake NY 12751    | 8/31/2018    |
| Marylin Toomey<br>21 Wildwood Way<br>Forestburgh NY 12777 | 8/31/2018    |
| Sabina Toomey<br>187 Rt 48<br>Forestburgh NY 12777        | 8/31/2018    |
| Shirley Anne Wood<br>P O Box 65<br>Roscoe NY 12776        | 8/31/2018    |

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2015.

**RESOLUTION NO. \_\_\_\_\_ INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE EXECUTION OF A MASTER EQUITY LEASE AGREEMENT BETWEEN THE COUNTY OF SULLIVAN AND ENTERPRISE FM TRUST FOR THE PURPOSE OF LEASING MOTOR VEHICLES**

**WHEREAS**, Enterprise FM Trust (“Enterprise”) operates a Fleet Management Program whereby it leases vehicles to municipalities and other corporations; and

**WHEREAS**, the County of Sullivan (“County”) through its Division of Public Works (“DPW”) wishes to lease vehicles for County use; and

**WHEREAS**, Erie 2-Chautauqua-Cattaraugus BOCES, has awarded a bid for Fleet Leasing Services and Vehicle Maintenance to Enterprise; and

**WHEREAS**, the County wishes to exercise its right to “piggyback” the award as an eligible political subdivision under GML Sect. 103(16);

**NOW THEREFORE BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the County Manager to execute a Master Equity Lease Agreement, Maintenance Agreement and all other documents pertaining thereto for the purpose of leasing and maintaining vehicles for County use, with the following terms:

1. The term of the Agreement shall be for five years, from December 1, 2015 to November 30, 2020; and
2. The annual payment from the County to Enterprise during the five year term shall be as follows and which shall be inclusive of all lease payments and maintenance payments:
  - a. Not to exceed \$220,000.00 in Year 1;
  - b. Not to exceed \$355,000.00 in Year 2;
  - c. Not to exceed \$500,000.00 in Year 3;
  - d. Not to exceed \$640,000.00 in Year 4;
  - e. Not to exceed \$620,000.00 in Year 5.

**BE IT FURTHER RESOLVED**, that said Master Equity Lease Agreement, Maintenance Agreement, and all other documents pertaining thereto, be approved to form by the County Attorney’s Office.

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

Moved by \_\_\_\_\_,  
Seconded by \_\_\_\_\_,  
and adopted on motion \_\_\_\_\_, 2015.

5

**COMBINED: LEGISLATIVE MEMORANDUM,  
CERTIFICATE OF AVAILABILITY OF FUNDS  
AND RESOLUTION COVER MEMO**

**To:** Sullivan County Legislature

**Fr:** Joshua Potossek, County Manager

**Re:** Request for Consideration of a Resolution: To authorize Execution of a Master Equity Lease

**Date:** August 18, 2015

**Purpose of Resolution:** [Provide a detailed statement of what the Resolution will accomplish, as well as a justification for approval by the Sullivan County Legislature.]

To authorize Execution of a Master Equity Lease Agreement between the County of Sullivan and Enterprise FM Trust for the purpose of leasing Motor Vehicles

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**Is subject of Resolution mandated? Explain:**

No.

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**Does Resolution require expenditure of funds? Yes  No**

**If "Yes", provide the following information:**

Amount to be authorized by Resolution: \$ 220,000.00

Are funds already budgeted? Yes  No

If "Yes" specify appropriation code(s): DM-5130-48-47-4701 w/ Chargebacks to Depts.

If "No", specify proposed source of funds: \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

|                    |                      |           |          |
|--------------------|----------------------|-----------|----------|
| County             | \$ <u>220,000.00</u> | Grant(s)  | \$ _____ |
| State              | \$ _____             | Other     | \$ _____ |
| Federal Government | \$ _____             | (Specify) | _____    |

**Verified by Budget Office:** \_\_\_\_\_

*Janet M. Yu*

**Does Resolution request Authority to Enter into a Contract? Yes  No**

If "Yes", provide information requested on Pages 2. If "NO", please go straight to Page 3 and acquire all pre-legislative approvals.

5A

Request for Authority to Enter into Contract with [ Enterprise FM Trust ] of  
[ \_\_\_\_\_ ]

Nature of Other Party to Contract: Professional Other:

Duration of Contract: From 12/01/2015 To 11/30/2020

Is this a renewal of a prior Contract? Yes \_\_\_ No

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

Is Subject of Contract – i.e. – the goods and/or services Mandated? Yes \_\_\_ No

If "Yes" cite the mandate's source; describe how this contract satisfies the requirements:

If "No" provide other justification for County to enter into this Contract: [County does not have resources in-house, best source of the subject materials, required by grant, etc.]:

County of Sullivan wishes to exercise its right to "piggyback" the award from Erie 2-Chautauqua-Cattaraugus BOCES as an eligible political subdivision under GML Sect. 103 (16). If leasing isn't utilized the County would be required to purchase vehicles.

Total Contract Cost for [year or contract period]: (If specific sum is not known state maximum potential cost): Year 1-\$220,000, Year 2-\$355,000, Year 3-\$500,000, Year 4-\$640,000, Year 5-\$620,000

Efforts made to find Less Costly alternative:

This is the less costly alternative than purchasing vehicles.

Efforts made to share costs with another agency or governmental entity:

N/A

Specify Compliance with Procurement Procedures (Bid, Request for Proposal, Quote, etc.)

"Piggyback" off of Erie 2-Chautauqua-Cattaraugus BOCES

Person(s) responsible for monitoring contract (Title): Commissioner Ed McAndrew

56

**Pre-Legislative Approvals:**

- A. Director of Purchasing: <sup>Assistant</sup> Caryn Jewell Date 8/18/15
- B. Management and Budget: Janet Myers Date 8/18/15
- C. Law Department: S. Yasgur Date 8/18/15
- D. County Manager: [Signature] Date 8/18/15
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in Executive Committee Committee on 08/20/2015

**RESOLUTION \_\_\_\_\_ INTRODUCED BY THE EXECUTIVE COMMITTEE.**

**RESOLUTION TO AUTHORIZE THE SUBMISSION OF THE FY2015 CONSOLIDATED FUNDING APPLICATION (CFA) – UPSTATE REVITALIZATION INITIATIVE (URI) “INTENT TO PROPOSE” APPLICATION FORM**

**WHEREAS**, The New York Upstate Revitalization Initiative (URI) is part of an overall program aimed at systematically revitalizing the economy of Upstate New York; and

**WHEREAS**, the URI and its \$1.5 billion of funding is one of four components being made available under Governor Andrew Cuomo’s upstate economic development initiatives, which is a comprehensive effort by the Governor and Legislature to focus upon and improve the economies of upstate New York; and

**WHEREAS**, the following seven Regional Economic Development Councils (REDCs) - the Capital Region, Central New York, Finger Lakes, Mid-Hudson, Mohawk Valley, North Country, and Southern Tier are eligible to submit revitalization plans in a fifth section of their progress report that explains how they would strategically leverage half a billion dollars of state investment to support and stimulate public and private investment in the region; and

**WHEREAS**, three of the above REDC regions will be designated as “Best Plan Awardees” and will receive a total allocation of \$500 million in URI funds, allocated at a rate \$100 million per year for five years; and

**WHEREAS**, NYS Counties are eligible for inclusion as noted in the REDC URI material, the County of Sullivan Division of Planning and Environmental Management (DPEM) seeks consideration of the NY Main Street Livingston Manor Downtown Anchor project for inclusion in the URI plan proposed by the Mid-Hudson REDC via the submission of the “Intent to Propose” application form through the Consolidated Funding Application (CFA) electronic submission system.

**NOW, THEREFORE, BE IT RESOLVED**, that the Sullivan County Legislature hereby authorizes the County Manager, Chairman of the County Legislature, and / or their authorized representative (*as required by the funding source*) to execute any and all necessary documents to submit the URI “Intent to Propose” application form via the Consolidated Funding Application (CFA) electronic submission system; and

**BE IT FURTHER RESOLVED**, that should any additional paperwork or document be required as part of the effort to further the advancement of the URI, that the Sullivan County Legislature hereby authorizes the County Manager, and / or Chairman of the County Legislature (*as required by the funding source*) to execute said paperwork or documents, in such form as the County Attorney shall approve; and

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

Moved by,  
Seconded by,  
and adopted on motion, 2015

6

**COMBINED: LEGISLATIVE MEMORANDUM,  
CERTIFICATE OF AVAILABILITY OF FUNDS  
AND RESOLUTION COVER MEMO**

**To:** Sullivan County Legislature

**Fr:** Freda C. Eisenberg, Planning Commissioner

**Re:** Request for Consideration of a Resolution: To authorize the submission of the FY2015 CFA  
URI "Intent to Propose" application form

**Date:** August 18, 2015

**Purpose of Resolution:** [Provide a detailed statement of what the Resolution will accomplish, as well as a justification for approval by the Sullivan County Legislature.]

To authorize the submission of the FY2015 Consolidated Funding Application (CFA) - Upstate Revitalization Initiative (URI) "Intent to Propose" application form. Three of the seven Regional Economic Development Councils (REDC) regions will receive a total allocation of \$500 million in URI funds (\$100 million per year for 5 years). DPPEM seeks consideration of the NY Main Street Livingston Manor Downtown Anchor project for inclusion in the URI Plan proposed by the Mid-Hudson REDC.

**Is subject of Resolution mandated? Explain:**

No

**Does Resolution require expenditure of funds? Yes \_\_\_ No**

**If "Yes", provide the following information:**

Amount to be authorized by Resolution: \$ \_\_\_\_\_

Are funds already budgeted? Yes \_\_\_ No \_\_\_

If "Yes" specify appropriation code(s): \_\_\_\_\_

If "No", specify proposed source of funds: \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

County \$ \_\_\_\_\_ Grant(s) \$ \_\_\_\_\_

State \$ \_\_\_\_\_ Other \$ \_\_\_\_\_

Federal Government \$ \_\_\_\_\_ (Specify) \_\_\_\_\_

**Verified by Budget Office:**  \_\_\_\_\_

**Does Resolution request Authority to Enter into a Contract? Yes \_\_\_ No**

**If "Yes", provide information requested on Pages 2. If "NO", please go straight to Page 3 and acquire all pre-legislative approvals.**

BA

Request for Authority to Enter into Contract with \_\_\_\_\_ of  
\_\_\_\_\_

Nature of Other Party to Contract: .

Other:

Duration of Contract: From \_\_\_\_\_ To \_\_\_\_\_

Is this a renewal of a prior Contract? Yes \_\_\_ No \_\_\_

If "Yes" provide the following information:

Dates of prior contract(s): From \_\_\_\_\_ To \_\_\_\_\_

Amount authorized by prior contract(s): \_\_\_\_\_

Resolutions authorizing prior contracts (Resolution #s): \_\_\_\_\_

Future Renewal Options if any:

Is Subject of Contract – i.e. – the goods and/or services Mandated? Yes \_\_\_ No

If "Yes" cite the mandate's source; describe how this contract satisfies the requirements:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If "No" provide other justification for County to enter into this Contract: [County does not have resources in-house, best source of the subject materials, required by grant, etc.]:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Total Contract Cost for [year or contract period]: (If specific sum is not known state maximum potential cost): \_\_\_\_\_

Efforts made to find Less Costly alternative:

\_\_\_\_\_  
\_\_\_\_\_

Efforts made to share costs with another agency or governmental entity:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Specify Compliance with Procurement Procedures (Bid, Request for Proposal, Quote, etc.)

\_\_\_\_\_ N/A \_\_\_\_\_

Person(s) responsible for monitoring contract (Title): Freda Eisenberg, Planning Commissioner



**Pre-Legislative Approvals:**

- A. <sup>Assistant</sup> Director of Purchasing: Arlyn Lewis Date 08/18/2015
- B. Management and Budget: Janet Myer Date 08/18/2015
- C. Law Department: S. J. [Signature] Date 08/18/2015
- D. County Manager: [Signature] Date 08/18/2015
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_

bc

**RESOLUTION NO. INTRODUCED BY THE DEPARTMENT OF PUBLIC HEALTH SERVICES TO CONTRACT WITH HEALTH RESEARCH INC. (HRI) FOR EBOLA PREPAREDNESS AND RESPONSE ACTIVITIES**

**WHEREAS**, Health Research Inc., (HRI) has been awarded a grant from the Center for Disease Control Prevention (CDC) with part of the overall project involving Ebola Preparedness and Response Activities, and

**WHEREAS**, Sullivan County Public Health Services is knowledgeable, qualified and experienced in the skills required for this project and is willing and capable of performing the services required, and

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be authorized to sign a contract with Health Research Inc., for the period April 1, 2015 to September 30, 2016 for a total contract amount of \$100,000, and

**BE IT FURTHER RESOLVED**, that said contract is contingent upon the receipt of New York State funding and will terminate when said funding ends, and

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

**Moved by  
Seconded by  
and declared duly adopted on motion**

**RESOLUTION NO. . INTRODUCED BY EXECUTIVE COMMITTEE  
TO AUTHORIZE A CONTRACT WITH UPP TECHNOLOGY, INC. AND SULLIVAN  
COUNTY**

**WHEREAS**, the County of Sullivan, wishes to contract with UPP TECHNOLOGY, INC., ; and

**WHEREAS**, UPP TECHNOLOGY, INC., is a consulting business that specializes in evaluating local public health departments with certified home health agencies billing Medicare, Medicaid managed care and third party insurance plans, specializes in resolving claims denials, work flow analysis, staff training, and BILLING SPECIALIZATION; and

**WHEREAS**, UPP TECHNOLOGY, INC., will conduct onsite assessment, evaluation of workflow, provide training, contract evaluation of rates negotiated with managed care organizations, coding support, claims denial support, compile a comprehensive training Plan for the billing department, and issue a comprehensive billing manual; (See Appendix A of Master Services Agreement); and

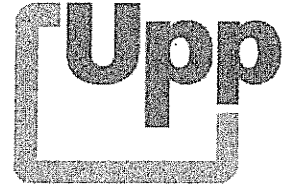
**WHEREAS**, Sullivan County Public Health Services is the local public health authority that wishes to utilize the services of UPP TECHNOLOGY, INC. to ensure that its department is maximizing revenue, to provide support and training for billing staff, and assist the department in preparing for current and upcoming billing changes required by Medicare, Medicaid managed care, and the private insurance industry; and

**WHEREAS**, the contract will be in accordance with applicable HIPAA standards and confidentiality laws; and

**WHEREAS**, the contract shall commence September 1, 2015 and services be completed by April 30, 2016 according to APPENDIX A of the Master Services Agreement (attached);

**NOW, THEREFORE, BE IT RESOLVED**, the Sullivan County Legislature authorizes the County Manager to contract with UPP TECHNOLOGY, INC. for consulting and billing evaluation services,

**BE IT FURTHER RESOLVED**, the form of said contract shall be approved by the Sullivan County Attorney's Office.



**MASTER SERVICES  
AGREEMENT**

**SULLIVAN COUNTY PUBLIC HEALTH SERVICES**

**AND**

**UPP TECHNOLOGY, INC.**

**August 14<sup>th</sup>, 2015**

8A

**UPP TECHNOLOGY, INC.  
MASTER SERVICES AGREEMENT FOR CONSULTING SERVICES**

This Agreement between Upp Technology Inc. (hereinafter, "UPP"), having its principal place of business at 3075 Highland Parkway, Downers Grove, Illinois 60515 and Sullivan County Public Health Services (hereinafter, "CLIENT") having its principal place of business at 50 Community Lane, Liberty, NY 12754 shall become effective on the date of signing.

**1.0 WORK STATEMENT**

UPP shall provide the services (hereinafter, "Services") as described in Appendix A of this Agreement. Services will be provided by UPP in accordance with and subject to the terms and conditions stated in this Agreement and as specified in written supplements to this Agreement signed by both UPP and CLIENT. Services to be provided by UPP under this Agreement shall proceed with promptness and diligence and shall be executed to CLIENT's satisfaction. From time to time, CLIENT and Upp may, by mutual agreement, add additional Attachment A documents to this Agreement. Each individual Attachment A will remain in effect until terminated through other provisions in this Agreement.

**2.0 PERSONNEL**

UPP shall provide to CLIENT during the Term the necessary consultants to perform the duties and responsibilities set forth in Appendix A.

**3.0 TERM**

The Term of this Agreement shall commence and conclude on the dates set forth in Appendix A except as otherwise provided.

**4.0 FEES AND EXPENSES**

4.1 During the Term, CLIENT shall pay UPP fees for the Services provided by it hereunder in accordance with rates set forth in Appendix A.

4.2 UPP shall provide CLIENT with invoices and such other supporting documentation as CLIENT may reasonably request for each billing period in which UPP personnel shall have provided Services to CLIENT. CLIENT shall pay amounts due within thirty (30) days after receipt of invoice.

4.3 All expenses related to performing Services at CLIENT locations are included in the rates quoted in Appendix A.

**5.0 REPRESENTATIONS**

UPP represents and warrants to CLIENT that:

5.1 UPP personnel are under contractual obligation to UPP and as such are considered full-time employees.

5.2 UPP status shall be that of an independent contractor and not that of a servant, agent, or employee of CLIENT. Furthermore, no employee of UPP shall be regarded as an employee of CLIENT for any purpose, including tax purposes.

5.3 UPP shall cause its employees and agents to observe the working rules and security regulations, and holiday schedules of CLIENT while working on CLIENT premises and to

perform their respective duties in a manner which does not interfere with CLIENT's business and operations.

5.4 UPP shall secure any licenses and/or permits required for the proper performance of services, paying the fees therefore, and shall take all necessary precautions to assure the safety of its employees who are engaged in the performance of the services and of all equipment and supplies used in connection therewith.

5.5 When work is performed on CLIENT premises, UPP agrees to carry at UPP's own expense Workmen's Compensation and Employee's Liability Insurance, General Liability (including Contractual Liability and Products Liability/Completed Operations) Insurance, and Auto Liability Insurance in amounts no less than \$500,000 per occurrence. Insurance certificates of such coverage shall be submitted to CLIENT Purchasing Agent upon request of the CLIENT.

5.6 UPP agrees to abide by applicable federal, state, and municipal safety and health laws and any regulations pursuant thereto.

5.7 CLIENT is not responsible for the payment of employer-related taxes including, but not limited to, FICA, unemployment taxes, state and federal income tax withholding payments.

#### 6.0 NO EMPLOYMENT OFFERS

Other than by the options permitted in this Agreement, during the Term and for a period of twelve (12) months thereafter neither UPP nor CLIENT shall offer employment to, employ or enter into contractual agreements with any person who is an employee of the other. In the event CLIENT hires an employee of UPP, CLIENT agrees to pay a fee equal to 50% of the first year's annual salary.

#### 7.0 CUSTOMER POLICIES

UPP shall cause its personnel to comply with all the regulations and policies of CLIENT while on the premises of CLIENT.

#### 8.0 CONFIDENTIAL INFORMATION

It may be necessary for CLIENT to disclose to UPP confidential and proprietary information of CLIENT. UPP hereby agrees that from and after the date hereof it shall maintain and cause to be maintained the confidentiality of all the confidential and proprietary information of CLIENT obtained by UPP from CLIENT in connection with this Agreement. Upon the termination of the Term, UPP shall return to CLIENT all documents, work papers, and other materials obtained from CLIENT in connection with the services performed under this Agreement.

#### 9.0 PERSONNEL REPLACEMENT

9.1 In the event any individual shall demonstrate that he is not qualified to perform, or if for any other reason CLIENT is dissatisfied with any individual, CLIENT shall notify UPP of such fact, and if requested by CLIENT such individual shall be removed.

9.2 In the event that UPP has been requested to remove an individual as provided above, or in the event that any individual for any other reason ceases performing the services required of him or any individual ceases being employed by UPP for any reason, UPP shall have the first right to provide a replacement individual acceptable to CLIENT.

9.3 In the event UPP determines it necessary to remove and replace any of the UPP personnel in order to duly perform its obligations hereunder, UPP shall replace such consultant with another

consultant satisfactory to CLIENT and shall ensure a smooth transition of the responsibilities and duties to such consultant.

10.0 TITLE TO PROPERTY

10.1 All applicable software developed by UPP pursuant to the Agreement is the property of CLIENT.

10.2 All original written materials, including programs, tapes, listings, and other programming documentation prepared under this Agreement, remain property of CLIENT, and may be modified or added to in any manner that CLIENT deems appropriate.

10.3 The ideas, concepts, techniques, inventions, discoveries, and improvements developed during the term remain property of CLIENT, and may be modified or added to in any manner that CLIENT deems appropriate.

11.0 RIGHT TO AUDIT

UPP shall maintain complete records of all costs reimbursable by CLIENT under this Agreement. All such records shall be maintained in accordance with recognized accounting practices. CLIENT shall have the right, through its accredited representative, to examine such records at all reasonable times.

12.0 COUNTERPARTS

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original by all of such together shall constitute one and the same instrument.

13.0 MODIFICATION

This Agreement may not be modified or amended except by an instrument in writing signed by each of the parties hereto.

14.0 SEVERABILITY

If any provision, or portion thereof, of this Agreement is invalid under applicable statute or rule of law, it is only to that extent to be deemed omitted.

15.0 NONWAIVER

The failure of CLIENT to insist or enforce, in any instance, strict performance by UPP or any of the terms of this Agreement or to exercise any rights herein conferred shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon any such term or right on any future occasion.

16.0 TERMINATION

Either party may terminate this agreement upon 30 days written notice to the other party. Once notice has been provided, UPP shall immediately cease all activity under the contract and provide CLIENT with the current status of any active projects.

17.0 ENTIRE AGREEMENT

This Agreement, along with the standard purchase order provisions, constitutes the entire agreement between CLIENT and UPP with respect to the subject matter hereof and shall not be amended or modified without specific written provision to that effect, signed by both parties. No oral statement of any person shall, in any manner or degree, modify or otherwise affect the terms and provisions of this Agreement.

18.0 GOVERNING LAWS

This Agreement shall be construed in accordance with the laws of the State of New York. All actions arising out of the Agreement shall be brought in Sullivan County, New York.

19.0 HEADINGS

The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this contract either personally or by duly authorized agents as of the day and year first above written.

Upp Technology, Inc.

Sullivan County Public Health Services

\_\_\_\_\_  
Debra Upp

\_\_\_\_\_  
Joshua Potosek

\_\_\_\_\_  
COO  
TITLE

\_\_\_\_\_  
County Manager  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**APPENDIX A**

- I. This Appendix A and following attachment is a part of the Master Services Agreement dated September 1st, 2015 and is included in the Agreement by reference.
- II. Services. Under this Appendix A, UPP will provide Services to CLIENT in the form of a healthcare consulting resource for the role of CONSULTANT-BILLING SPECIALIST performing at the UPP's direction.
- III. Work shall be performed either onsite at CLIENT'S offices, or offsite as needed. CLIENT will provide Consultant with workspace, computing resources, network access and all other resources required to perform Services.
- III. The rate for services is listed below. The term of this agreement will commence upon execution and conclude twelve (12) months unless extended, in writing, by mutual agreement.

| Consulting Services  |   |                |              |                |
|--|---|----------------|--------------|----------------|
| Service  | Description   | Unit Price     | Units        | Total          |
| <input checked="" type="checkbox"/> Phase 1: Assessment          | On-site assessment to evaluate work flow, policy and training       | \$125 hourly   | 8 hours      | \$1,000        |
| <input checked="" type="checkbox"/> Phase 1: Assessment          | Expected Travel Expenses  | \$800 Flat Fee | One-time     | \$800          |
| <input checked="" type="checkbox"/> Phase 2: Project Management  | Technical Assistance, Coding support, Denial support, Training Plan | \$125 hourly   | 20 hours     | \$2,500        |
| <input checked="" type="checkbox"/> Phase 2: Contract Evaluation | Contract evaluation, Reconstruction and Application as needed       | \$375/Contract | 10 or less   | \$3,750        |
| <input checked="" type="checkbox"/> Phase 3: Deliverables        | Final Report/Billing Manual   | \$125 hourly   | 5hrs or less | \$625          |
| <b>Totals:</b>   |   |                |              | <b>\$8,675</b> |

- IV. UPP shall provide CLIENT an invoice and any supporting documents on a monthly basis. CLIENT shall pay amounts due within thirty (30) days after receipt of invoice.
- V. UPP provides CLIENT a guarantee that if, in the first ten days from the commencement date in paragraph V above, CLIENT determines consultant is not performing to the standards represented UPP agrees to waive the fee for Services for the given 10-day period and to provide replacement candidate for same hourly rate or less.
- VI. CLIENT may terminate Services provided under this Appendix A by giving 30 days' notice to Upp.

Upp Technology, Inc.

Sullivan County Public Health Services

\_\_\_\_\_  
Debra Upp

\_\_\_\_\_  
Joshua Potosek

\_\_\_\_\_  
COO  
TITLE

\_\_\_\_\_  
County Manager  
TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
DATE



**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE**

**RESOLUTION TO AUTHORIZE AWARD AND EXECUTE AGREEMENTS**

**WHEREAS**, a Request for Information, RFI-15-21, was issued for assistance with the County’s HEAP Application process, and

**WHEREAS**, the following proposals were received at the following application rates,

| <b>PROPOSER</b>                                    | <b>FEES</b>  |
|--|--|
| 1. Community Action Commission to Help the Economy | \$15.00/application and additional \$4.00/application for home visit |
| 2. Sullivan County Federation for the Homeless     | \$25.00/application with no more than five (5) applications/week     |
| 3. Action Toward Independence, Incorporated        | \$20.00/application  |
| 4. Independent Living, Inc.                        | \$15.00/application  |

**WHEREAS**, the Sullivan County Division of Family Services, has approved said fees and recommends that contracts be executed.

**NOW, THEREFORE, BE IT RESOLVED**, that the County Manager be and hereby is authorized to execut Agreements with the above proposers, at the fees noted above, in accordance with Request for Information proposal, RFI-15-21, said contracts to be in such form as the County Attorney shall approve.

**Moved by** \_\_\_\_\_,  
**Seconded by** \_\_\_\_\_,  
**and adopted on motion** \_\_\_\_\_, 2015.

**COMBINED: LEGISLATIVE MEMORANDUM,  
CERTIFICATE OF AVAILABILITY OF FUNDS  
AND RESOLUTION COVER MEMO**

**To:** Sullivan County Legislature

**Fr:** Joseph A. Todora, Acting Health and Family Services Commissioner

**Re:** Request for Consideration of a Resolution:

**Date:** 8/20/2015

**Purpose of Resolution:** [Provide a detailed statement of what the Resolution will accomplish, as well as a justification for approval by the Sullivan County Legislature.]

Authorize HEAP Applications Assistance related services agreements.

**Is subject of Resolution mandated? Explain:**

18 NYCRR Part 393 Home Energy Assistance Program.

**Does Resolution require expenditure of funds? Yes  No**

**If "Yes, provide the following information:**

Amount to be authorized by Resolution: \$ 30,000.00

Are funds already budgeted? Yes  No

If "Yes" specify appropriation code(s): A.6141.46.4615

If "No", specify proposed source of funds: \_\_\_\_\_

**Estimated Cost Breakdown by Source:**

|                    |                     |           |          |
|--------------------|---------------------|-----------|----------|
| County             | \$ <u>15,000.00</u> | Grant(s)  | \$ _____ |
| State              | \$ _____            | Other     | \$ _____ |
| Federal Government | \$ <u>15,000.00</u> | (Specify) | _____    |

**Verified by Budget Office:** \_\_\_\_\_

**Does Resolution request Authority to Enter into a Contract? Yes  No**

**If "Yes", provide information requested on Pages 2. If "NO", please go straight to Page 3 and acquire all pre-legislative approvals.**

9A

Pre-Legislative Approvals:

- A. <sup>Assistant</sup> Director of Purchasing: Quynh Sems Date 8/19/15
- B. Management and Budget: \_\_\_\_\_ Date \_\_\_\_\_
- C. Law Department: S. Yonker Date 8/19/15
- D. County Manager: [Signature] Date 8/19/15
- E. Commissioner: [Signature] Date 8/18/15

Vetted in \_\_\_\_\_ Committee on \_\_\_\_\_