



**EXECUTIVE COMMITTEE**  
**August 18, 2016 at 11:30AM**

**COMMITTEE MEMBERS:** Alvarez, Rajsz, Samuelson, McCarthy,  
Owens, Ward, Perrello, Steingart, and Sorensen

**I. HUMAN RIGHTS MONTHLY REPORT**

**II. COUNTY MANAGER'S MONTHLY REPORT**

**III. PRESENTATIONS**

1. Update from Delaware Highlands Eagle Watch Program
2. Bonadio Brief Update
3. Ethics Board Update

**IV. DISCUSSION**

1. Vacancies

**V. RESOLUTIONS:**

1. Authorize contract for the continued employment of Joshua Potosek as the Sullivan County Manager
2. Authorize contract with Hudson Baylor Beacon, LLC for removal and recycling of single stream material
3. Authorize contract with Kathleen Linehan for Psychologist Services for the Adult Care Center
4. Authorize contract with Greene Resource Services, Inc for professional training services
5. Apply for grant funding from New York State Department of Health through the Health Care Facility Transformation Program

6. Authorize contract with Keystone Environmental Services for Asbestos Inspection Services
7. Appoint three members and reappoint three members to the Office for the Aging Advisory Committee
8. Reappoint four members to the RSVP Advisory Committee
9. Appoint to Alukonis to the RSVP Advisory Committee
10. Authorize a service agreement with PROACT, Inc., for Discount Program Services
11. Appoint JJ Hanson to the Charter Review Commission

## **VI. PUBLIC COMMENT**

Vacancy Request Fact Sheet

Date: 08/17/16

Department: Probation

Department Head: Jeffrey Mulinelli

Position / Duties:

Account Clerk/Database - PT

Pos 2913 *gm*

Salary: \$4,470.00

Benefits: 342.00

Total Cost: 4,812.00

County Share: 4,275.60

Federal Share: \$0.00

State Share: \$536.40

Other:

Mandated:

Budgeted: Yes  No

Budget Line: A-3140-16-10-1011  
+ 80-8001

Date of Vacancy: 7/5/16

Notes:

Will result in inadequate coverage for collection of restitution, fines and supervision payments if not filled. Position allows for the separation of duties concerning the collection of payments and lessens the ability for fraud to occur.

County Share (88%) and State Share (12%) are approximate figures.

| <i>For Administrative/Legislative Use ONLY</i> |                     |
|--|---------------------|
| Date Received <u>8/16/16</u>                   | Date Reviewed _____ |
| Approved _____                                 | Committee Vote:     |
| Denied _____                                   | Yes ___ No ___      |
| Held _____                                     |                     |

VI

Vacancy Request Fact Sheet

Date: 08/02/16

Department: District Attorney

Department Head: James R. Farrell, District Attorney

Position / Duties:

Legal Secretary #137

Salary: \$29,565.00

Benefits: \$ 28,530

Total Cost: \$ 58,095

County Share: \$ 58,095

Federal Share:

State Share:

Other:

Mandated:

Budgeted: Yes  No

Budget Line: A1165

Date of Vacancy: 07/29/2016

Notes:

Termination

| <i>For Administrative/Legislative Use ONLY</i> |                     |
|--|---------------------|
| Date Received <u>8/4/16</u>                    | Date Reviewed _____ |
| Approved _____                                 | Committee Vote:     |
| Denied _____                                   | Yes ___ No ___      |
| Held _____                                     |                     |

V2

Vacancy Request Fact Sheet

Date: August 9, 2016

Department: Adult Care Center

Department Head: Shennoy Wellington

Position/Duties: Food Service Helper, full time

Budget Position: 1297

AY

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

Salary: \$ 25,047

Benefits: \$25,788

Total Cost: \$ 50,835

County Share: \$1,703

Federal Share: \$11,616

State Share: \$31,696

Other: \$5,820

Mandated: no

Budgeted: yes Budget Line: EI-6020-75

Date of Vacancy: 8/24/16

Date Received 8/11/16

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

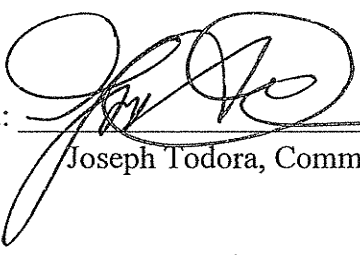
Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

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

Held \_\_\_\_\_

Reviewed:  \_\_\_\_\_  
Joseph Todora, Commissioner

V3

Vacancy Request Fact Sheet

Date: 07/27/16

Department: COUNTY CLERK

Department Head: DAN BRIGGS

Position / Duties: County Clerk Worker II w/ a backfill of City Clerk worker-  
Pos No. 2773 vgy

Salary: \$ 35,479

Benefits: \$ 28,202

Total Cost: \$ 63,681

County Share: \$ 63,681

Federal Share:

State Share:

Other:

Mandated: No

Budgeted: Yes  No  Budget Line:

Date of Vacancy: 8/14/16

Notes:

PROMOTE COUNTY CLERK WORKER I TO COUNTY CLERK WORKER II  
AND BACKFILL COUNTY CLERK I

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|---|---------------------|
| Date Received <u>7/27/16</u>            | Date Reviewed _____ |
| Approved _____                          | Committee Vote:     |
| Denied _____                            | Yes ___ No ___      |
| Held _____                              |                     |


V4

Vacancy Request Fact Sheet

**Date:** July 12, 2016

**Department:** Public Health Services

**Department Head:** Nancy McGraw, Public Health Director

**Position / Duties:** Community Health Nurse, Pos. # 4050-1249 

**Salary:** \$ 63,074 (This total includes the experiential differential and contractual stipend. The base wage for this position is \$58,574.)

**Benefits:** \$ 37,685

**Total Cost:** \$100,759

**County Share:** \$ 53,453

**Federal Share:** \$ 0

**State Share:** \$ 47,306

**Other:** This position is partially funded by Article 6 State Aid

**Mandated:** Yes, this position provides assistance with Communicable Disease Control and other Epidemiology services, which are core (basic) Public Health programs and are required by New York State.

**Budgeted:** Yes; **Budget Line:** A4050-10-1011 and for the various benefits: A4050-80-8001 through A4050-80-8007

**Date of Vacancy:** July 18, 2016

**Notes:** with backfill.

**Date Received** 7/25/16

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

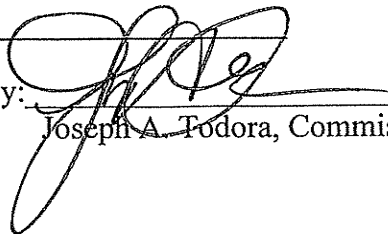
**Approved** \_\_\_\_\_

**Committee Vote:**

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

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

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

**Reviewed by:**   
Joseph A. Todora, Commissioner DHFS

V5

Vacancy Request Fact Sheet

Date: 8/18/2016

Department: DFS

Department Head: Joseph A. Todora, Commissioner

Position/Duties: Account Clerk

Budget Position: # 119

This position involves the performance of entry level account clerical, auditing, and bookkeeping 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: \$ 22,908

Benefits: \$ 26,905

Total Cost: \$ 49,813

County Share: \$ 12,951

Federal Share: \$ 24,408

State Share: \$12,454

Other:

Mandated:

Budgeted: Yes

Budget Line: 6010-53-10-1011/80-8001/8002/8005/8006/8007

Date of Vacancy: 7/5/2016

Notes: Employee promoted to AC/DB

Date Received 2/25/14

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

Approved \_\_\_\_\_

Committee Vote:

Denied \_\_\_\_\_

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

Held \_\_\_\_\_

Reviewed:   
Joseph A. Todora

V6



Vacancy Request Fact Sheet

Date: July 27, 2016

Department: Dept. of Community Services

Department Head: Joe Todora, Director; DCS

Position/Duties: Assistant Social Worker II (#1774) / This person provides care coordination/management to children with serious mental health illness. This person works with the child(ren), the families, schools, etc. to help develop social supports in their environment, refer families to other agencies. With the changing regulations and the start of Children's Health Homes in the fall this position is critical.

Salary: \$36,223 / \$38,129

Benefits: \$26,904 / \$27,410

Total Cost: \$63,127 / \$65,539

County Share: 0

Federal Share: 0

State Share: 0

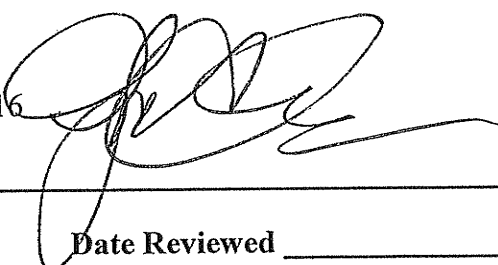
Other: Revenues \$63,127 / \$65,539 plus from Medicaid, Medicare, 3<sup>rd</sup> party insurance & billing

Mandated: No

Budgeted: Yes Budget Line: A4320-42

Date of Vacancy: 8/26/2016

Notes: Person resigned effective as of 8/26/2016



Date Received 7/28/16

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

Approved \_\_\_\_\_

Committee Vote:  
YES \_\_\_\_\_ NO \_\_\_\_\_

Denied \_\_\_\_\_

Held \_\_\_\_\_

V7

Vacancy Request Fact Sheet

Date: 8/18/2016

Department: DFS

Department Head: Joseph A. Todora, Commissioner

Position/Duties: Caseworker w/ backfills

Budget Position: 1125

Provides casework services for individual and/or their families including children to assist them in their economic, emotional, social and environmental difficulties. The social case work is performed under direct supervision of a supervisory level caseworker. The caseworker, in consultation with the supervisor, formulates and carries out plans to meet the individual needs of the cases assigned.

Salary: \$ 33,638

Benefits: \$ 30,087

Total Cost: \$ 63,725

County Share: \$ 11,471

Federal Share: \$ 36,323

State Share: \$ 15,931

Budgeted: Yes

Budget Line: 6010-57-10-1011/80-8001/8002/8005/8006/8007

Date of Vacancy: 8/26/2016

Notes: Employee resigned.

Date Received 8/11/16 Date Reviewed \_\_\_\_\_

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

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

Held \_\_\_\_\_

Reviewed: Joseph A. Todora  
Joseph A. Todora

V8

Vacancy Request Fact Sheet

Date: 08/16/16

Department: County Attorney

Department Head: Cheryl A. McCausland

Position / Duties:

*MS*  
Assistant County Attorney / contracts, grant compliance, research, real property issues, personnel and civil service issues. Attorney to work under the general direction and supervision of the County Attorney.

Salary: \$75,076.00

Benefits: \$44,381.00

Total Cost: \$119,457.00

County Share: \$119,457.00

Federal Share: \$0.00

State Share: \$0.00

Other: \$0.00

Mandated:

Budgeted: Yes  No

Budget Line:

Date of Vacancy:

Notes:

| <i>For Administrative/Legislative Use ONLY</i> |                     |
|--|---------------------|
| Date Received <u>8/16/16</u>                   | Date Reviewed _____ |
| Approved _____                                 | Committee Vote:     |
| Denied _____                                   | Yes ___ No ___      |
| Held _____                                     |                     |

V9

**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.

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

To: Sullivan County Legislature

Fr: Edward McAndrew, P.E.

Re: Request for Consideration of a Resolution:

Date: August 18, 2016

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.]

Resolution to authorize the County Manager to enter into a new agreement with Hudson Baylor Beacon LLC for removal and recycling of single stream material.

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: \$ 100,000.00

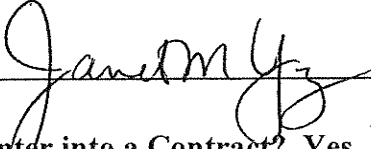
Are funds already budgeted? Yes  No

If "Yes" specify appropriation code(s): CL-8160-47-4710

If "No", specify proposed source of funds: Budget Mod

Estimated Cost Breakdown by Source:

|                    |                      |           |          |
|--------------------|----------------------|-----------|----------|
| County             | \$ <u>100,000.00</u> | 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 and 3.

2A

Request for Authority to Enter into Contract with [Hudson Baylor Beacon, LLC] of  
[\_\_\_\_\_]

Nature of Other Party to Contract: \_\_\_\_\_

Other: \_\_\_\_\_

Duration of Contract: From 10/18/2016 To 10/17/2021

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 does not have resources in-house.  
\_\_\_\_\_  
\_\_\_\_\_

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:

Request for Proposal  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Specify Compliance with Procurement Procedures (Bid, Request for Proposal, Quote, etc.)  
RFP #R-10-24

Person(s) responsible for monitoring contract (Title): \_\_\_\_\_

Pre-Legislative Approvals:

- A. <sup>Assistant</sup> Director of Purchasing: Andrew Seuss Date 8/11/16
- B. Management and Budget: Janet Myers Date 8/12/16
- C. Law Department: [Signature] Date 8/11/16
- D. County Manager: [Signature] Date 8/12/16
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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



**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.

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

**To:** Sullivan County Legislature

**Fr:** Shennoy Wellington

**Re:** Request for Consideration of a Resolution: Prime Rehabilitation Services

**Date:** August 18,2016

**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 agreement with Kathleen Linehan PhD for Psychologist Services for the Adult Care Center

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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: \$ \_\_\_\_\_

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:** \_\_\_\_\_

*Janet M. Yung*

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

**If "Yes", provide information requested on Pages 2 and 3.**

Request for Authority to Enter into Contract with [ Kathleen Linehan PhD ] of  
[ 273 Chestnut Hill Road, Stone Ridge, NY 12484 ]

Nature of Other Party to Contract: Professional

Other:

Duration of Contract: From 08/22/2016 To 08/21/2017

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:

3 additional yearly extensions are available

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.)

R-16-04

Person(s) responsible for monitoring contract (Title): Shennoy Wellington Director

Pre-Legislative Approvals:

- A. Director of Purchasing: <sup>Assistant</sup> *Carym Lewis* Date 8/11/16
- B. Management and Budget: *Janet My* Date 8/11/16
- C. Law Department: *[Signature]* Date 8/11/16
- D. County Manager: *[Signature]* Date 8/12/16
- E. Other as Required: \_\_\_\_\_ Date \_\_\_\_\_

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

**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

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

To: Sullivan County Legislature

Fr: Joseph A. Todora, Commissioner for the Division of Health and Family Services

Re: Request for Consideration of a Resolution: Authorize contract with Greene Resource Services, Inc. for Professional Training Services

Date: 8/15/2016

**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 contract with Greene Resource Services, Inc. for Professional Training Services at the Department of Family Services.

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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: \$ 6,000.00

Are funds already budgeted? Yes  No

If "Yes" specify appropriation code(s): 6010 38 40 4001

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

Estimated Cost Breakdown by Source:

|                    |                   |           |          |
|--------------------|-------------------|-----------|----------|
| County             | <u>\$1,560.00</u> | Grant(s)  | \$ _____ |
| State              | <u>\$1,620.00</u> | Other     | \$ _____ |
| Federal Government | <u>\$2,820.00</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.

Request for Authority to Enter into Contract with [Greene Resource Services Inc] of [Fishkill, New York]

Nature of Other Party to Contract: Professional

Other:

Duration of Contract: From 08/01/2016 To 12/31/2016

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 wishes to offer supervisory training to workers of the Health and Family Services Division.

Total Contract Cost for [year or contract period]: (If specific sum is not known state maximum potential cost): \$6,000

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): Staff Development Coordinator

Pre-Legislative Approvals:

- A. Director of Purchasing: <sup>Assistant</sup> Angon Lewis Date 8/16/16
- B. Management and Budget: Janet Myz Date 8/16/16
- C. Law Department: [Signature] Date 8/16/16
- D. County Manager: [Signature] Date 8/16/16
- E. Commissioner: [Signature] Date 8/15/16

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



**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

5

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

To: Sullivan County Legislature

Fr: Joseph Todora, Commissioner

Re: Request for Consideration of a Resolution: To apply for grant funding from the NYS Dept of Health

Date: 8/16/2016

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.]

The NYS Dept of Health (NYSDOH) and the Dormitory Authority of the State of NY (DASNY) have made grant funding available, a total of \$195 million, through the Health Care Facility Transformation Program to provide capital or non-capital funding. Various departments in the Division of Health and Family Service qualify to apply for these grant funds.

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.

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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:

c  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

Person(s) responsible for monitoring contract (Title): FAO for each department

Pre-Legislative Approvals:

- A. <sup>Assistant</sup> Director of Purchasing: Ayem Sears Date 8/16/16
- B. Management and Budget: Janet My Date 8/16/16
- C. Law Department: [Signature] Date 8/16/16
- D. County Manager: [Signature] Date 8/17/16
- E. Other as Required: [Signature] Date 8/16/16

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

**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.

**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)  
29 St. Joseph's Hill  
Forestburgh NY 12777

8/31/2019

Karin Pantel,EdD RN CNE (Richard Schulman)  
Box 100  
Thompsonville NY 12784

8/31/2019

Barbara Slater (Mary Cade)  
34 Sunrise Park  
Woodbourne NY 12788

8/31/2019

**OFA REAPPOINTMENTS:**

Kenneth Walter  
80 M Gilles Road  
Grahamsville NY 12740

8/31/2019

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

8/31/2019

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.

| <b>RSVP REAPPOINTMENT:</b>   | <b>TERM:</b> |
|--|--------------|
| Elizabeth "Betty" Hubert<br>P O Box 107<br>Youngsville NY 12791          | 8/31/2019    |
| Sonny Smith<br>P O Box 721<br>9 Clark Street<br>South Fallsburg NY 12779 | 8/31/2019    |
| Kenneth Walter<br>80 M Gilles Road<br>Grahamsville NY 12740              | 8/31/2019    |
| Deborah L. Worden<br>309 E. Broadway<br>Monticello NY 12701              | 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 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.

**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.



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.

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- 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.

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- 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**

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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.

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**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.