



Health & Human Services Committee

Committee Meeting

60 Central Ave.
Cortland, NY 13045
<https://www.cortlandcountyny.gov>

~ Minutes ~

Thursday, November 7, 2024

11:00 AM

Room 302

Call to Order

The meeting was called to order at 11:30 AM by Committee Chair Ronald J. Van Dee

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Reed Cleland	Cortland County, NY	Committee Member	Present	
William McGovern	Cortland County, NY	Committee Member	Present	
Christopher Newell	Cortland County, NY	Committee Member	Present	
Keith VanGorder	Cortland County, NY	Committee Vice-Chair	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Chair	Present	
Kevin Fitch	Cortland County, NY	Ex-Officio Member/Chair of the Legislature	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Pearl Reed-Klein	Cortland County, NY	Director of the Area Agency on Aging	Present	
Nicole Anjeski	Cortland County, NY	Public Health Director	Present	
Rebecca Main	Cortland County, NY	Public Health Program Manager	Present	
Kristen Beard	Cortland County, NY	Child Advocacy Center Coordinator	Present	
Kristen Monroe	Cortland County, NY	Commissioner of Social Services	Present	
Tom Tedesco	Cortland County, NY	Director of Veterans Services	Present	
Amy Buggs	Cortland County, NY	Grants Administrator	Present	
Shannon Phillips	Cortland County, NY	Employment & Training Director	Present	
Patty Schaap	Cortland County, NY	Director of Community Services	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Laurie Leonard	Cortland County, NY	Personnel Officer	Present	

	NY			
Sandra Price	Cortland County, NY	Board Member	Present	
Megan Guerrera	Cortland County, NY	Mental Health Department	Present	
Morgan Spaulding	Cortland County, NY	Grants Administrator	Present	
Karl Bush	Cortland County, NY	Clear Path for Veterans	Present	
Doug Schneider	Cortland Standard	Reporter	Present	
Ashley Millard	Cortland County, NY	Deputy Clerk of the Legislature	Remote	
Jason DeRaiche	Cortland County, NY	Safety Officer	Remote	
Carlita Withers	Cortland County, NY	Deputy Director of Finance	Remote	
Victoria J. Monty	Cortland County, NY	County Attorney	Remote	

Minutes Approval

1. Health & Human Services Committee - Committee Meeting - Oct 10, 2024 11:00 AM

RESULT: APPROVED

Presentations

1. Child Advocacy Center Presentation

RESULT: COMPLETED

Resolutions

AGENDA ITEM NO. 1 – Authorize Various Contracts - Mental Health Department

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/21/2024 6:00 PM
MOVER:	Reed Cleland, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, Newell, VanGorder, Van Dee

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorize Various Contracts - Mental Health Department

WHEREAS, the Cortland County Mental Health Department must execute contracts with several organizations and businesses to operate on a day to day basis which are included in the approved budget; AND

WHEREAS, the Cortland County Mental Health Department must execute contracts with several Schools and Universities to provide internship opportunities to students; AND

WHEREAS, there are no costs to Cortland County associated with these internships; AND

WHEREAS, the Cortland County Mental Health Department must execute contracts with several

insurance companies to be considered in network for optimal payment; AND

WHEREAS, there are no costs to Cortland County associated with these insurance carrier contracts; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, and subject to appropriation of funding by the Legislature, is hereby authorized to execute an agreement for 2025 with each of the following:

Ability (Billing Clearinghouse)
Access to Independence
Binghamton University
Catholic Charities of Cortland
CDPHP
Cigna
Community Computer (Medent)
Cornell University
Excellus
Fidelis
Global Payment Integrated
Humana
Identrust (prescribing security)
Ithaca College
Kinney Drugs
Keuka College
LeMoyne College
Molina
MVP
Oneida College
Onondaga Cortland Madison Counties BOCES
St. John Fisher University
State University of New York at Cortland
Sweeney Pest Control
Syracuse University
Tompkins Cortland Community College
Tricare
United Health Care (UHC)
Upstate Medical University
Utica College
WellCare
W2 Operator Training Group

AGENDA ITEM NO. 2 – Amend 2024 Budget - Department of Social Services

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/21/2024 6:00 PM
MOVER:	Christopher Newell, Committee Member
SECONDER:	Reed Cleland, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, Newell, VanGorder, Van Dee

ON MOTION OF VAN DEE

RESOLUTION NO.

Amend 2024 Budget - Department of Social Services

WHEREAS, expenditures for Daycare cases, Child Care out of home placements for children, Safety Net cash assistance, and Other Compensation are continuing to increase this year and are expected to exceed the amount appropriated in our 2024 budget; NOW THEREFORE BE IT

RESOLVED, that the 2024 County Budget be and hereby is amended as follows:

INCREASE:

EXPENDITURES:

A60105.56055 Daycare current \$1,600,000 INCREASE \$240,000 new = \$1,840,000

A60105.56119 Child Care current \$6,184,635 INCREASE \$150,000 new = \$6,334,635

A60105.56140 Safety Net current \$2,878,386 INCREASE \$610,000 new = \$3,488,386

A60105.51035 Other Compensation current \$175,000 INCREASE \$32,000 new = \$207,000

REVENUES:

A601043.43655 Daycare current \$1,546,578 INCREASE \$240,000 new = \$1,786,578

DECREASE:

EXPENDITURES:

A60105.56109 Family Assistance current \$3,456,534 DECREASE \$400,000 new = \$3,056,534

A60105.56070 Purchase of Services current \$1,279,420 DECREASE \$200,000 new= \$1,079,420

A60105.51005 Personal Services current \$6,236,393 DECREASE \$192,000 new = \$6,044,393

AGENDA ITEM NO. 3 – Authorize the Use of Opioid Reserve Funds for Medical Treatment at the Cortland County Jail

RESULT:	APPROVED [UNANIMOUS]
	Next: 11/21/2024 6:00 PM
MOVER:	William McGovern, Committee Member
SECONDER:	Cathy Bischoff, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, Newell, VanGorder, Van Dee

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorize the Use of Opioid Reserve Funds for Medical Treatment at the Cortland County Jail

WHEREAS, Resolution Nos. 238-21, 287-21, and 211-24 authorized Cortland County to accept settlement funds from legal actions against opioid manufacturers, distributors, and chain pharmacies; AND

WHEREAS, as specified in Resolution No. 171-22, these settlement funds were directed to be placed in Special Reserve Account A386300.OPD to address the opioid crisis within Cortland County; AND

WHEREAS, all funds in the Special Reserve account A386300.OPD are to be disbursed in

accordance with the guidelines set by the New York State Office of the Attorney General and require approval by the County Legislature; AND

WHEREAS, the Cortland County Sheriff is mandated to provide medical treatment and support services for inmates at the Cortland County Jail impacted by opioid use disorder, including but not limited to medication-assisted treatment, behavioral health services, and other necessary interventions to address addiction and prevent relapse; AND

WHEREAS, the use of opioid reserve funds to provide medical treatment for inmates suffering from opioid addiction aligns with the intended purpose of these funds by mitigating the impact of the opioid crisis on the community, supporting the recovery of affected individuals, and promoting public safety by reducing the likelihood of recidivism; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the use of \$150,000 from Special Reserve Account A386300.OPD to support medical treatment services for inmates in the Cortland County Jail suffering from opioid addiction; AND BE IT FURTHER

RESOLVED, that the County Administrator, in consultation with the County Sheriff and other relevant departments, shall ensure that the use of these funds complies with the guidelines established by the New York State Office of the Attorney General and all applicable regulations; AND BE IT FURTHER

RESOLVED, that the 2024 budget is amended as follows:

INCREASE:

A31505.54006.OPD	Medical Supplies	\$150,000
A351100	Appropriated Reserves	\$150,000

; AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused funds to the subsequent year(s) budget.

AGENDA ITEM NO. 4 – Authorize Agreement with SUNY Cortland for Job Fair in March of 2025

RESULT: **APPROVED [UNANIMOUS]**

Next: 11/21/2024 6:00 PM

MOVER: Reed Cleland, Committee Member

SECONDER: Christopher Newell, Committee Member

AYES: Bentley, Bischoff, Cleland, McGovern, Newell, VanGorder, Van Dee

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorize Agreement with SUNY Cortland for Job Fair in March of 2025

WHEREAS, Cortland County Employment & Training (E&T) Grant Administration/Workforce Development Department desires to enter into an agreement with SUNY Cortland to use a space on their campus for the upcoming High School Job Opportunity Fair in March 2025; AND

WHEREAS, the college is a partner with this department and is offering the use of their space for this event and there may be a nominal fee associated with the use of this space; AND

WHEREAS, the Cortland County E&T Grant Administration/Workforce Development Department is willing to pay the fee if requested; AND

WHEREAS, this agreement may stay in effect until March 30, 2025 unless otherwise terminated; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to execute agreements with SUNY Cortland for the High School Job Opportunity Fair.

AGENDA ITEM NO. 5 – Abolish One Position of Nutrition Program Manager/RD - Create One Position of Nutrition Program Manager - Office for Aging

RESULT: APPROVED [UNANIMOUS]

Next: 11/21/2024 6:00 PM

MOVER: Reed Cleland, Committee Member

SECONDER: Christopher Newell, Committee Member

AYES: Bentley, Bischoff, Cleland, McGovern, Newell, VanGorder, Van Dee

ON MOTION OF VAN DEE

RESOLUTION NO.

Abolish One Position of Nutrition Program Manager/RD - Create One Position of Nutrition Program Manager - Office for Aging

WHEREAS, the needs of the Office for Aging will be better served by abolishing one (1) full time position of Nutrition Program Manager/RD and creating one (1) full time position of Nutrition Program Manager; AND

WHEREAS, the Health and Human Services Committee recommends the abolition and creation of these positions; NOW THEREFORE BE IT

RESOLVED, that one (1) position of Nutrition Program Manager/RD (Grade 9, Management Compensation Plan, \$61,842-\$82,312/YR, competitive class, full time with benefits) be and hereby is abolished effective November 21, 2024 at midnight; AND BE IT FURTHER

RESOLVED, that one (1) position of Nutrition Program Manager (Grade 10, Management Compensation Plan, \$57,528-\$76,569, competitive class, full time with benefits) be created with permission to fill effective November 22, 2024 at 12:01 am.

Monthly Reports

1. Mental Health Monthly Report

RESULT: COMPLETED

2. Department of Social Services Third Quarter Statistics

RESULT: COMPLETED

3. Health Department Monthly Report

RESULT: COMPLETED

Adjournment

The meeting was closed at 12:32 PM



Health & Human Services Committee

Committee Meeting

60 Central Ave.
Cortland, NY 13045
<https://www.cortlandcountyny.gov>

2.1

~ Minutes ~

Thursday, October 10, 2024

11:00 AM

Room 302

Call to Order

The meeting was called to order at 11:14 AM by Committee Chair Ronald J. Van Dee

Attendee Name	Organization	Title	Status	Arrived
Douglas Bentley	Cortland County, NY	Committee Member	Present	
Cathy Bischoff	Cortland County, NY	Committee Member	Present	
Reed Cleland	Cortland County, NY	Committee Member	Present	
William McGovern	Cortland County, NY	Committee Member	Present	
Christopher Newell	Cortland County, NY	Committee Member	Excused	
Keith VanGorder	Cortland County, NY	Committee Vice-Chair	Present	
Ronald J. Van Dee	Cortland County, NY	Committee Chair	Present	
Kevin Fitch	Cortland County, NY	Ex-Officio Member/Chair of the Legislature	Present	
Savannah Hempstead	Cortland County, NY	Clerk of the Legislature	Present	
Rob Corpora	Cortland County, NY	County Administrator	Present	
Patty Schaap	Cortland County, NY	Director of Community Services	Present	
Kristen Beard	Cortland County, NY	Child Advocacy Center Coordinator	Present	
Allison Veintimillia	Cortland County, NY	Deputy Director of Social Services	Present	
Nicole Anjeski	Cortland County, NY	Public Health Director	Present	
Rebecca Main	Cortland County, NY	Public Health Program Manager	Present	
Pearl Reed-Klein	Cortland County, NY	Director of the Area Agency on Aging	Present	
Andrea Herzog	Cortland County, NY	Director of Finance	Present	
Melanie Vilardi	Cortland County, NY	Deputy County Administrator	Present	
Victoria J. Monty	Cortland County, NY	County Attorney	Present	
Doug Schneider	Cortland Standard	Reporter	Present	
Ashley Millard	Cortland County, NY	Deputy Clerk of the Legislature	Remote	

Minutes Acceptance: Minutes of Oct 10, 2024 11:00 AM (Minutes Approval)

Minutes Approval

1. Health & Human Services Committee - Committee Meeting - Sep 12, 2024 11:00 AM

RESULT:	APPROVED
----------------	-----------------

2. Health & Human Services Committee - Special Meeting - Sep 26, 2024 4:30 PM

RESULT:	APPROVED
----------------	-----------------

Resolutions

AGENDA ITEM NO. 1 – Amend Resolution No. 29-24/Authorize Lease Extension at 91-101 Main Street, LLC - Workforce Development

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/24/2024 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, VanGorder, Van Dee
EXCUSED:	Christopher Newell

ON MOTION OF VAN DEE

RESOLUTION NO.

Amend Resolution No. 29-24/Authorize Lease Extension at 91-101 Main Street, LLC - Workforce Development

WHEREAS, the Cortland County Legislature adopted Resolution No. 29-24 that Resolution No. 229-22, authorizing a lease agreement with 91-101 Main Street, LLC from December 1, 2022 to November 30, 2024; AND

WHEREAS, there is a need to extend the lease contract by 3 months from November 30, 2024 to February 28, 2025; NOW THEREFORE BE IT

RESOLVED, that the County Administrator is hereby authorized to execute an extension on the current lease for 91-101 Main Street, LLC through February 28, 2025.

AGENDA ITEM NO. 2 – Authorize Agreements for Administrative and Program Services - Office for Aging

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/24/2024 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, VanGorder, Van Dee
EXCUSED:	Christopher Newell

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorize Agreements for Administrative and Program Services - Office for Aging

WHEREAS, Cortland County Office for Aging and other departments must execute several contracts for various administrative and program services for the 2025 calendar year; NOW THEREFORE BE IT

Minutes Acceptance: Minutes of Oct 10, 2024 11:00 AM (Minutes Approval)

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee as to form and subject to any appropriation of funding by the Legislature, be and hereby is authorized to execute agreements through the end of 2025 for or with the following:

Classen Home Health Association
 Cortland Chenango Rural Services, Inc. (LASS)
 Cortland Transit
 Center 4 Arts
 Cortland Park Rehabilitation & Nursing Facility
 Cortland Repertory Theatre
 Crown Park Rehabilitation and Nursing
 Guthrie Cortland Nursing & Rehabilitation Facility
 Elizabeth Brewster House
 Family Health Network
 Homemakers of Western New York (d/b/a Caregivers Home Care)
 Integrity Home Care Services
 J.M. Murray Center
 KPH Healthcare Services/Kinney Drugs
 Language Line
 Portzline Day Program & Respite Center, LLC
 Resource Center for Independent Living
 Rural Roots Nutrition
 Scott United Methodist Church
 Self-Direct, Inc./Response4HELP
 SEPP Corporation
 Seven Valleys Health Coalition
 Syracuse University
 The Scott Club, Inc. (LASS)
 TLC Medical Transportation Services, Inc.
 Visiting Nurse Service of New York Choice
 Town of Preble (LASS)
 Town of Willet
 Town of Truxton (LASS)
 Truxton United Methodist Church
 Virgil United Methodist Church (LASS)
 Walden Place
 Walgreens Co.
 Walmart Stores, Inc.

Minutes Acceptance: Minutes of Oct 10, 2024 11:00 AM (Minutes Approval)

AGENDA ITEM NO. 3 – Authorize Agreements for Qualified Independent Assessments - Department of Social Services

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/24/2024 6:00 PM
MOVER:	William McGovern, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, VanGorder, Van Dee
EXCUSED:	Christopher Newell

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorize Agreements for Qualified Independent Assessments - Department of Social Services

WHEREAS, the Cortland County Department of Social Services must be able to purchase Qualified Independent Assessments from state authorized individuals or agencies to comply with Families First legislation requirements for children placed in qualifying residential foster care centers; AND

WHEREAS, the payment rates for such services are negotiated as needed with qualified entities available and able to perform such assessments within required timeframes; AND

WHEREAS, the funds are expended once services are required and provided; AND

WHEREAS, payments for such services are made from the A60105.54800 Program Expense account; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be and hereby is authorized and directed to execute contractual agreements in 2025 for Qualified Independent Assessments with individuals or agencies authorized by the New York State Office of Children and Family Services; AND BE IT FURTHER

RESOLVED, that the said agreements shall be contingent upon the approval of the County Attorney or designee and subject to appropriation of funding by the Legislature.

AGENDA ITEM NO. 4 – Authorize Agreements for Foster Care Services - Department of Social Services

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/24/2024 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, VanGorder, Van Dee
EXCUSED:	Christopher Newell

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorize Agreements for Foster Care Services - Department of Social Services

WHEREAS, the Cortland County Department of Social Services must be able to purchase foster care, detention and adoption services for specialized care and placement of children; AND

WHEREAS, the payment rates for such services are established by New York State as Maximum State Aid Rates; AND

WHEREAS, the funds are expended once services are required and provided; AND

Minutes Acceptance: Minutes of Oct 10, 2024 11:00 AM (Minutes Approval)

WHEREAS, payments for such services are made from one of the following accounts; A60105.56109, A60105.56119, or A60105.56123; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be and hereby is authorized and directed to execute contractual agreements in 2025 for foster care, detention and adoption services with licensed agencies and/or foster care parents licensed or otherwise authorized by the New York State Office of Children and Family Services; AND BE IT FURTHER

RESOLVED, that the said agreements shall be contingent upon the approval of the County Attorney or designee and subject to appropriation of funding by the Legislature.

AGENDA ITEM NO. 5 – Authorize Administration and Program Agreements - Department of Social Services

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/24/2024 6:00 PM
MOVER:	Douglas Bentley, Committee Member
SECONDER:	Cathy Bischoff, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, VanGorder, Van Dee
EXCUSED:	Christopher Newell

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorize Administration and Program Agreements - Department of Social Services

WHEREAS, Cortland County Department of Social Services must execute several contracts for various administrative and program services for the calendar year 2025; AND

WHEREAS, such contracts, costs, terms, functional areas and associated account numbers are listed in the attached chart; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee and subject to appropriation of funding by the Legislature, be and hereby is authorized to execute agreements for or with the following for contract terms beginning on or after 12/31/24 and ending on or before 12/31/25:

Catholic Charities
 Cayuga Addictions Recovery Services
 Cayuga Centers
 Children's Home of Wyoming Conference
 Community Action Program (CAPCO)
 Cortland County Area Agency on Aging
 Cortland County Central Services
 Cortland County District Attorney's Office
 Cortland County Employment and Training
 Cortland County Mental Health Department
 Cortland County Probation Department
 Cortland County Sheriff's Department
 Cortland County Veteran's Services Office
 Elmcrest Children's Services
 Family Counseling Services
 Hillside Children's Center
 J.M. Murray Center
 Jennifer Genovese, ACSW, LCSW
 Josie's Journey

Minutes Acceptance: Minutes of Oct 10, 2024 11:00 AM (Minutes Approval)

LabCorp
 Language Line
 L. Woerner, Inc d/b/a Home Care of Rochester
 Lifeline Systems, Inc.
 Salvation Army
 Staffing Healthcare Systems, Inc.
 Upstate Services Group
 YWCA

AGENDA ITEM NO. 6 – Authorize Agreements for Day Care Services - Department of Social Services

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/24/2024 6:00 PM
MOVER:	Reed Cleland, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, VanGorder, Van Dee
EXCUSED:	Christopher Newell

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorize Agreements for Day Care Services - Department of Social Services

WHEREAS, the Cortland County Department of Social Services must be able to purchase day care services from day care centers to provide care for children eligible for the Low-Income Day Care and Temporary Assistance Day Care programs; AND

WHEREAS, the payment rates for such services are established by New York State as Child Care Market Rates; AND

WHEREAS funds are expended once services are authorized, required, and provided; AND

WHEREAS, payments for day care services are made from one of the following accounts; A60105.56055, A60105.56070, or A60105.56119; NOW THEREFORE BE IT

RESOLVED, that the County Administrator be and hereby is authorized and directed to execute contractual agreements for Day Care Services to be provided in 2025 with agencies/providers pursuant to criteria established by the New York State Office of Children and Family Services; AND BE IT FURTHER

RESOLVED, that the said agreements shall be contingent upon the approval of the County Attorney or designee and subject to appropriation of funding by the Legislature.

AGENDA ITEM NO. 7 – Authorize Agreements for Work Experience Sites - Department of Social Services

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/24/2024 6:00 PM
MOVER:	Cathy Bischoff, Committee Member
SECONDER:	Douglas Bentley, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, VanGorder, Van Dee
EXCUSED:	Christopher Newell

ON MOTION OF VAN DEE

RESOLUTION NO.

Minutes Acceptance: Minutes of Oct 10, 2024 11:00 AM (Minutes Approval)

Authorize Agreements for Work Experience Sites - Department of Social Services

WHEREAS, the Cortland County Department of Social Services is required to provide Work Experience activities as part of an Employment Plan required by the New York State Office of Temporary and Disability; AND

WHEREAS, there are no funds paid for such services; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review by the County Attorney or designee, be and hereby is authorized and directed to execute contractual agreements for dates from 12/31/24 through 12/31/25 for work experience site placements with the following:

Cortland County Buildings and Grounds
Cortland County Agency on Aging
Cortland County Clerk
Cortland County Employment and Training
Cortland County Health Department
Cortland County Highway Department
Cortland County Mental Health Clinic
Cortland County Personnel Department

AGENDA ITEM NO. 8 – Authorizing and Approving Settlement Agreements to an Action Relating to the Opioid Crisis

It was MOVED by Mr. Cleland, seconded by Ms. Bischoff, and unanimously approved by voice vote of members present, to enter into an executive session for discussions regarding current litigation, with Savannah Hempstead, Rob Corpora, Melanie Vilardi, Victoria Monty and all Legislators permitted to stay in the room. MOTION CARRIED.

An executive session was held from 11:34 a.m. to 11:37 a.m. at which time on motion of Mr. Bentley, seconded by Mr. Cleland, it was unanimously approved by voice vote to exit executive session.

RESULT:	APPROVED [UNANIMOUS]
	Next: 10/15/2024 8:30 AM
MOVER:	William McGovern, Committee Member
SECONDER:	Reed Cleland, Committee Member
AYES:	Bentley, Bischoff, Cleland, McGovern, VanGorder, Van Dee
EXCUSED:	Christopher Newell

ON MOTION OF VAN DEE

RESOLUTION NO.

Authorizing and Approving Settlement Agreements to an Action Relating to the Opioid Crisis

WHEREAS, there is pending the matter on behalf of Cortland County regarding the opioid addiction crisis, in which Cortland County is the named plaintiff in the action (the "Action"); AND

WHEREAS, the Action is against several defendants, including manufacturers of opioids, distributors of opioids and chain pharmacies; AND

WHEREAS, after discussion the Cortland County Legislature authorized the County Attorney to accept confidential settlements for in relation to two (2) such defendants in the ongoing matter; NOW THEREFORE BE IT

Minutes Acceptance: Minutes of Oct 10, 2024 11:00 AM (Minutes Approval)

RESOLVED, that the Cortland County Legislature hereby authorizes the Chairman of the Legislature to accept said settlements and execute Participation and Release Forms for each defendant; AND BE IT FURTHER

RESOLVED, that all funds received from the settlement be set aside into a special reserve account for the sole purpose of addressing the opioid epidemic in Cortland County.

Discussion Items

Monthly Reports

1. Mental Health Department Monthly Report

RESULT:	COMPLETED
----------------	------------------

2. Health Department Monthly Report

RESULT:	COMPLETED
----------------	------------------

Adjournment

The meeting was closed at 11:38 AM

Minutes Acceptance: Minutes of Oct 10, 2024 11:00 AM (Minutes Approval)

Cortland County Child Advocacy Center



A community organization dedicated to the prevention, education, and investigation of child abuse.



Website: stopchildabuseincortland.org



Facebook: Friends of the Cortland County Child Advocacy Center



Instagram: [stopchildabuseincortland](https://www.instagram.com/stopchildabuseincortland)

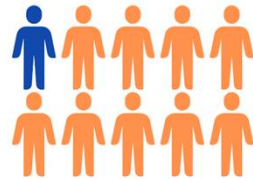
What is a Child Advocacy Center?



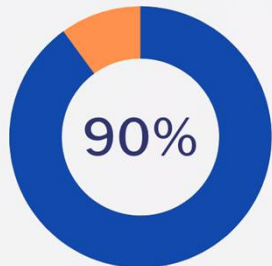
NYS Child Abuse Statistics

1 IN 10

1 in 10 children will be a victim of abuse by their 18th birthday.



90% of children know their abuser.

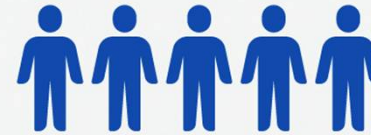


23,000 CHILDREN

In 2021, CACs in NY saw over 23,000 children for sexual, physical abuse, neglect, and CSEC.

5 CHILDREN DIE EACH DAY

5 children die each day as a result of abuse or neglect.



40% VICTIMIZED BY OTHER CHILDREN

As many as 40% of children who are sexually abused are victimized by older or more powerful children.



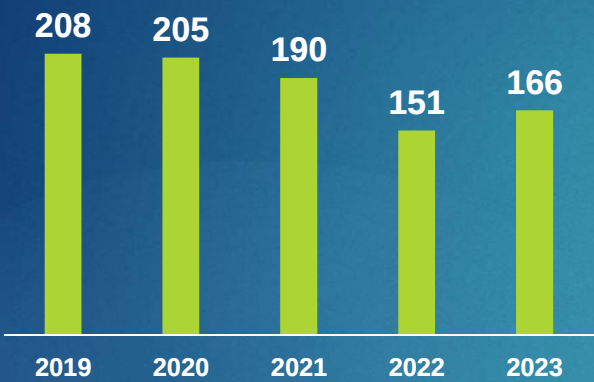
LESS THAN 8% FABRICATED

Less than 8% of child sexual abuse reports are fabricated.

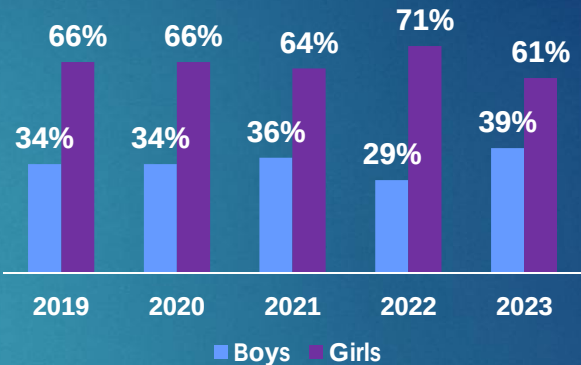


Cortland County Victim Trends

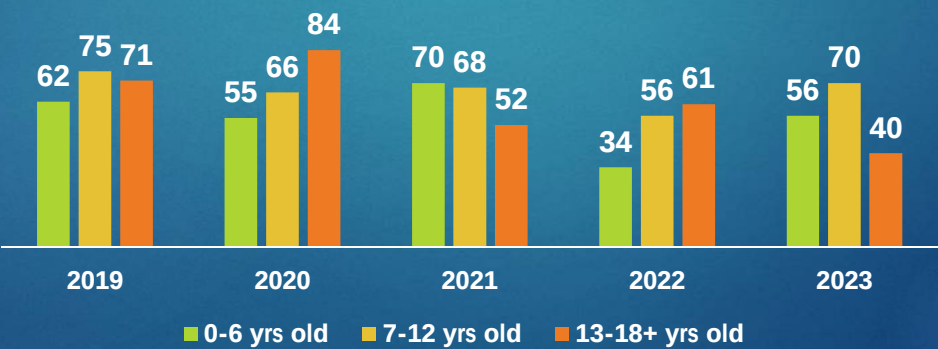
Total #



Gender

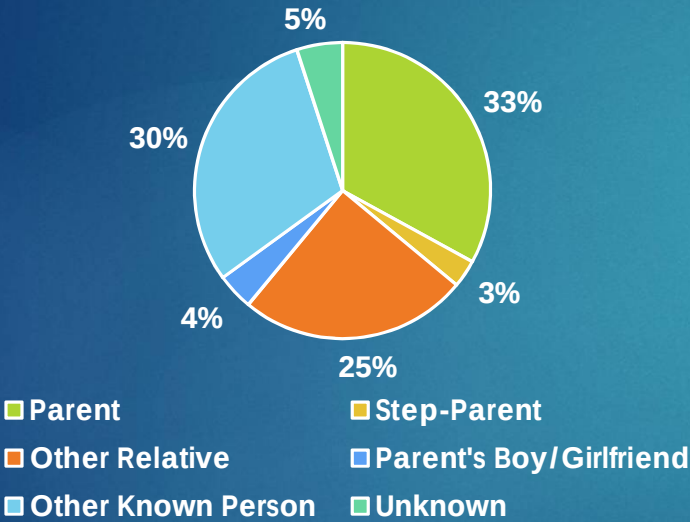


Age

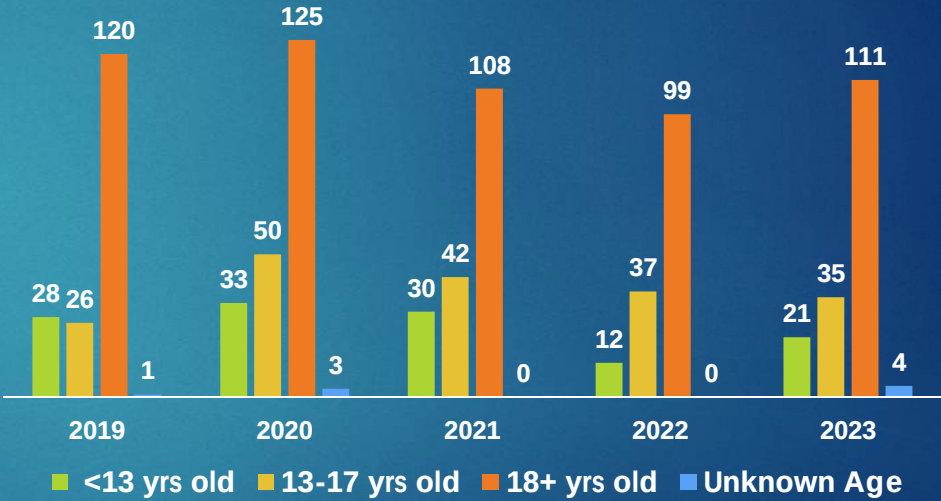


Cortland County Alleged Offender Trends

2023 Alleged Offenders



Alleged Offender Age



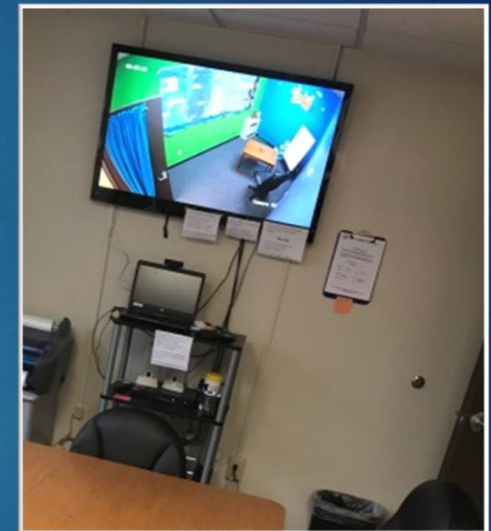
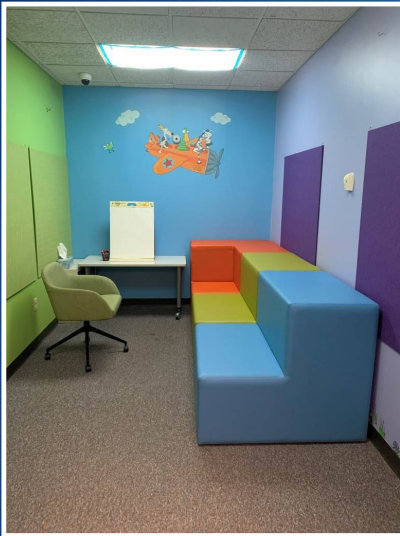
Child Appropriate Setting

- u A comfortable, non-threatening, child-focused setting where Law Enforcement and Child Protective Services come together to talk to child victims and their non-offending family members.



Forensic Interview

Forensic Interviewers must maintain participation in annual trainings.



Child and Teen Interview Rooms are soundproof.

Interviews are recorded and can be viewed live by those directly associated with the case.

Victim Support & Advocacy

Victim support and advocacy services are available to all victims and their non-offending family members.

- u Canine Comfort Services
- u Referrals to Medical and Counseling.
- u Food, Shelter, Transportation, Childcare, Clothing, etc.
- u School Safety Planning.
- u NYS OVS Claims
- u Forensic Medical Evaluations
- u Court Preparation and Appearances.
- u Other Program Referrals.



Forensic Medical Evaluation

- u Specialized medical evaluation and treatment services are offered to all victims.
- u Guthrie Cortland Medical Center provides Acute and Non-Acute Medical Exams.
- u A Family Advocate is present to provide support and advocacy to the victim.



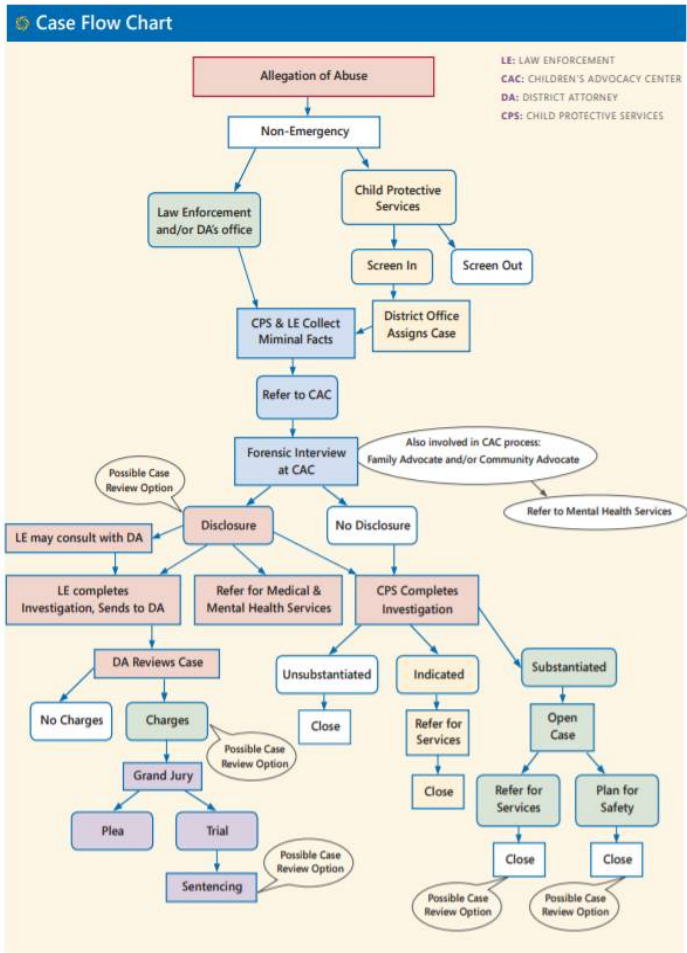
Mental Health Services

Specialized trauma-focused mental health services, designed to meet the unique needs of the child and non-offending family members, are offered to all victims and their non-offending family members.



Case Review

- Case Review is the formal process through which professionals share facts and observations that inform team decisions and assist participating professionals to make decisions about cases.
- Case review is a core standard of an accredited member CAC program.
- Case review presents an opportunity for each professional to share their unique knowledge and skill with the other team members and allows for full discussion on determining the optimum case plan and next steps.



Multidisciplinary Team Appreciation



THANK YOU
FOR YOUR HARD
WORK AND
DEDICATION.
You are an important
part of the MDT.
- CAC Staff

Prevention Education

- u Erin Merryn is the founder of Erin's Law. She is a child sex abuse survivor. Since 2010, she has been able to get Erin's Law passed in 38 states.
- u Erin's Law was passed in 2019 in NYS mandating all children in public schools, grades K-8 to receive child sexual abuse and exploitation prevention education.





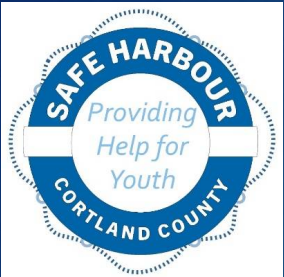
One-Hour Training Beneficial for:

- Ø School personnel
- Ø Day care providers
- Ø Staff of youth-serving organizations
- Ø Other groups who work with children

u Training Objectives:

- Ø Know what is needed to make a call to the SCR
- Ø How to gather necessary information without questioning the child
- Ø Importance of the role of a Mandated Reporter
- Ø What a CAC is and how it works
- Ø Why some cases do not move forward

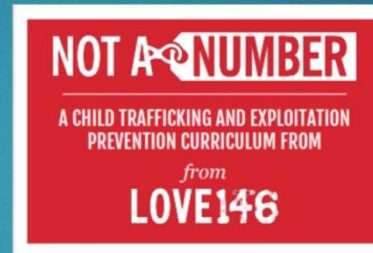




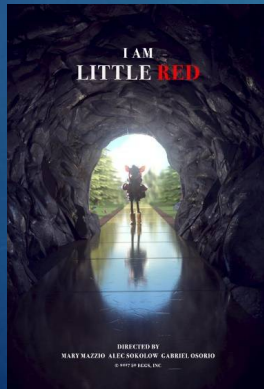
Providing resources and services to identify and give help to the youth in our community who are at risk of being exploited.



Overview on how to identify, support, and report trafficking of Cortland County youth.



An interactive, five-module prevention curriculum designed to teach teen youth how to protect themselves from human trafficking and exploitation through information, critical thinking and skill development.



A 10-minute animated film aimed at children most at-risk for sex trafficking (foster-care, runaway, LGBTQ, homeless, adopted children) with the goal of prevention and awareness.

Volunteer Opportunities



Community Awareness Events



- u Personal Body Safety
- u Internet Safety
- u What is the CAC?





April is Child Abuse Prevention Month

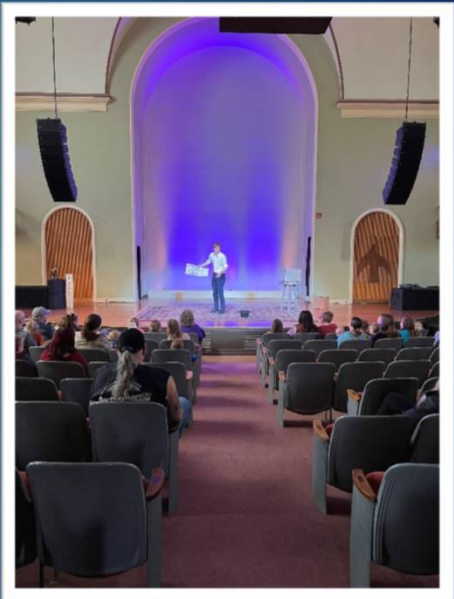
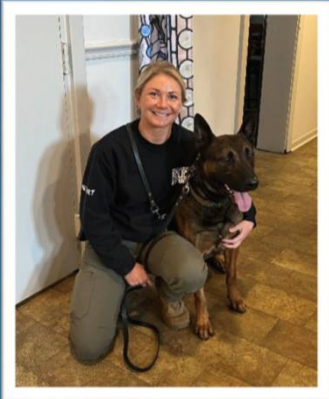
Every Child Deserves To Experience A Happy, Safe and Carefree Childhood in Cortland County!

NYS Abuse Hotline Calls are Confidential 800-342-3720



Attachment: What is the CAC -- 20 minutes (12611 : Child Advocacy Center Presentation)

Arts & Awareness Family Event



Attachment: What is the CAC -- 20 minutes (12611 : Child Advocacy Center Presentation)



Community Holiday Movie Party



Attachment: What is the CAC -- 20 minutes (12611 : Child Advocacy Center Presentation)

For More Information:



Kris Beard, Director

60 Central Ave, Rm B36
Cortland, NY 13045

Phone: 607-753-5087

Email: CortlandCAC@cortlandcountyny.gov

Cortland County CAC Statistical Summary

	2019	2020	2021	2022	2023	2024*	Total
Victim: Female	137	134	121	107	101	86	686
Victim: Male	71	71	69	44	65	44	364
Victim: TOTAL	208	205	190	151	166	130	1050
Victim: 0-6 yrs old	62	55	70	34	56	34	311
Victim: 7-12 yrs old	75	67	68	56	70	56	392
Victim: 13-18+ yrs old	71	83	52	61	40	40	347
Suspect: Parent	50	40	45	36	48	35	254
Suspect: Step-Parent	3	5	6	4	4	5	27
Suspect: Other Relative	44	45	42	25	37	24	217
Suspect: Parent's Boy/Girlfriend	13	11	6	11	6	5	52
Suspect: Other Known Person	74	77	44	46	44	37	322
Suspect: Unknown	1	13	2	13	8	16	416
Suspect: <13 yrs old	28	36	30	12	21	13	140
Suspect: 13-17 yrs old	26	61	42	37	35	27	228
Suspect: 18+ yrs old	120	130	108	99	111	79	408
Suspect: Unknown Age	1	3	0	0	4	16	24
Abuse: Sexual	194	176	130	118	111	83	812
Abuse: Physical	23	20	24	15	26	26	134
Abuse: Drug Endangerment	21	14	11	11	11	13	81
Forensic Interview: On-site	142	92	103	90	96	55	578
Forensic Interview: Off-site	44	29	26	5	4	11	119
% of Interviews On-site	76%	76%	80%	95%	96%	83%	83%
CPS: Founded	78	55	57	46	28	13	277
CPS: Unfounded/Ruled Out	33	77	74	59	47	14	304
LE: # of suspects charged	42	38	21	23	22	10	156
DA: # of Cases Accepted	40	54	23	26	13	8	164
DA: # of Convictions	2	0	0	0	3	0	5
DA: # of Pleas	21	22	22	21	10	5	101
DA: # of Acquittals	0	3	3	2	3	0	11

*Jan - Sept 2024

ON MOTION OF RONALD J. VAN DEE, COMMITTEE CHAIR**AGENDA ITEM NO. 1****Authorize Various Contracts - Mental Health Department**

WHEREAS, the Cortland County Mental Health Department must execute contracts with several organizations and businesses to operate on a day to day basis which are included in the approved budget; AND

WHEREAS, the Cortland County Mental Health Department must execute contracts with several Schools and Universities to provide internship opportunities to students; AND

WHEREAS, there are no costs to Cortland County associated with these internships; AND

WHEREAS, the Cortland County Mental Health Department must execute contracts with several insurance companies to be considered in network for optimal payment; AND

WHEREAS, there are no costs to Cortland County associated with these insurance carrier contracts; NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, and subject to appropriation of funding by the Legislature, is hereby authorized to execute an agreement for 2025 with each of the following:

- Ability (Billing Clearinghouse)
- Access to Independence
- Binghamton University
- Catholic Charities of Cortland
- CDPHP
- Cigna
- Community Computer (Medent)
- Cornell University
- Excellus
- Fidelis
- Global Payment Integrated
- Humana
- Identrust (prescribing security)
- Ithaca College
- Kinney Drugs
- Keuka College
- LeMoyne College
- Molina
- MVP
- Oneida College
- Onondaga Cortland Madison Counties BOCES
- St. John Fisher University
- State University of New York at Cortland
- Sweeney Pest Control
- Syracuse University
- Tompkins Cortland Community College
- Tricare
- United Health Care (UHC)

Upstate Medical University
Utica College
WellCare
W2 Operator Training Group

ON MOTION OF RONALD J. VAN DEE, COMMITTEE CHAIR

AGENDA ITEM NO. 2

Amend 2024 Budget - Department of Social Services

WHEREAS, expenditures for Daycare cases, Child Care out of home placements for children, Safety Net cash assistance, and Other Compensation are continuing to increase this year and are expected to exceed the amount appropriated in our 2024 budget; NOW THEREFORE BE IT

RESOLVED, that the 2024 County Budget be and hereby is amended as follows:

INCREASE:

EXPENDITURES:

A60105.56055 Daycare current \$1,600,000 INCREASE \$240,000 new = \$1,840,000

A60105.56119 Child Care current \$6,184,635 INCREASE \$150,000 new = \$6,334,635

A60105.56140 Safety Net current \$2,878,386 INCREASE \$610,000 new = \$3,488,386

A60105.51035 Other Compensation current \$175,000 INCREASE \$32,000 new = \$207,000

REVENUES:

A601043.43655 Daycare current \$1,546,578 INCREASE \$240,000 new = \$1,786,578

DECREASE:

EXPENDITURES:

A60105.56109 Family Assistance current \$3,456,534 DECREASE \$400,000 new = \$3,056,534

A60105.56070 Purchase of Services current \$1,279,420 DECREASE \$200,000 new= \$1,079,420

A60105.51005 Personal Services current \$6,236,393 DECREASE \$192,000 new = \$6,044,393

ON MOTION OF RONALD J. VAN DEE, COMMITTEE CHAIR**AGENDA ITEM NO. 3****Authorize the Use of Opioid Reserve Funds for Medical Treatment at the Cortland County Jail**

WHEREAS, Resolution Nos. 238-21, 287-21, and 211-24 authorized Cortland County to accept settlement funds from legal actions against opioid manufacturers, distributors, and chain pharmacies; AND

WHEREAS, as specified in Resolution No. 171-22, these settlement funds were directed to be placed in Special Reserve Account A386300.OPD to address the opioid crisis within Cortland County; AND

WHEREAS, all funds in the Special Reserve account A386300.OPD are to be disbursed in accordance with the guidelines set by the New York State Office of the Attorney General and require approval by the County Legislature; AND

WHEREAS, the Cortland County Sheriff is mandated to provide medical treatment and support services for inmates at the Cortland County Jail impacted by opioid use disorder, including but not limited to medication-assisted treatment, behavioral health services, and other necessary interventions to address addiction and prevent relapse; AND

WHEREAS, the use of opioid reserve funds to provide medical treatment for inmates suffering from opioid addiction aligns with the intended purpose of these funds by mitigating the impact of the opioid crisis on the community, supporting the recovery of affected individuals, and promoting public safety by reducing the likelihood of recidivism; NOW THEREFORE BE IT

RESOLVED, that the Cortland County Legislature hereby authorizes the use of \$150,000 from Special Reserve Account A386300.OPD to support medical treatment services for inmates in the Cortland County Jail suffering from opioid addiction; AND BE IT FURTHER

RESOLVED, that the County Administrator, in consultation with the County Sheriff and other relevant departments, shall ensure that the use of these funds complies with the guidelines established by the New York State Office of the Attorney General and all applicable regulations; AND BE IT FURTHER

RESOLVED, that the 2024 budget is amended as follows:

INCREASE:

A31505.54006.OPD	Medical Supplies	\$150,000
A351100	Appropriated Reserves	\$150,000

; AND BE IT FURTHER

RESOLVED, the Director of Finance shall carryover all unused funds to the subsequent year(s) budget.

ON MOTION OF RONALD J. VAN DEE, COMMITTEE CHAIR

AGENDA ITEM NO. 4

Authorize Agreement with SUNY Cortland for Job Fair in March of 2025

WHEREAS, Cortland County Employment & Training (E&T) Grant Administration/Workforce Development Department desires to enter into an agreement with SUNY Cortland to use a space on their campus for the upcoming High School Job Opportunity Fair in March 2025; AND

WHEREAS, the college is a partner with this department and is offering the use of their space for this event and there may be a nominal fee associated with the use of this space; AND

WHEREAS, the Cortland County E&T Grant Administration/Workforce Development Department is willing to pay the fee if requested; AND

WHEREAS, this agreement may stay in effect until March 30, 2025 unless otherwise terminated;
NOW THEREFORE BE IT

RESOLVED, that the County Administrator, upon review and approval by the County Attorney or designee, is hereby authorized to execute agreements with SUNY Cortland for the High School Job Opportunity Fair.

State University of New York at Cortland

Revocable Permit – Use of University Facilities for Covered Activities Under the State University of New York Child Protection Policy

THIS REVOCABLE PERMIT, made this **19th** day of **June 2024**, by and between the STATE UNIVERSITY OF NEW YORK, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at SUNY Plaza, Albany, New York, 12246, by and on behalf of the State University of New York at Cortland, having its principal place of business at PO Box 2000, Cortland NY 13045 hereinafter referred to as “SUNY Cortland,” and **Cayuga Cortland Workforce Development Office**; a **noncommercial** organization having its principal place of business located at **ATTN: Amy Buggs, 60 Central Avenue, Room B-38, Cortland, NY, 13045; abuggs@cortlandcountyny.gov; Office: 607-753-5071 or Cell: 607-745-0072** hereinafter referred to as “the Permittee.” The Permittee and SUNY Cortland may be referred to collectively as “the Parties.”

W I T N E S S E T H:

WHEREAS, the Permittee will be conducting an on-campus activity which requires certain facilities; for a Covered Activity, defined herein as an activity conducted by the Permittee occurring on SUNY Cortland, for the duration of which the responsibility for custody, control and supervision of children is vested in Permittee; and

WHEREAS, SUNY Cortland has such facilities; and

WHEREAS, the parties desire to enter into an agreement whereby SUNY Cortland will make such facilities available to the Permittee for the Covered Activity.

NOW, THEREFORE, be it known that a revocable permit is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services designated in **Exhibit B**, attached hereto and made a part hereof, on the date(s) and at the times specified thereon.

1. A Revocable Permit (“Permit”) is hereby granted to the Permittee, subject to the terms and conditions as hereinafter provided, to use the facilities and services described in **Exhibit B**, attached hereto and made a part hereof, on the date(s) and at the times specified thereon (“Premises”).
2. The term of this Permit shall commence on [see **Exhibit B**] and shall continue only during the pleasure of SUNY Cortland and may be revoked at any time without cause. In the event of such revocation, payments by the Permittee shall continue throughout the period of actual occupancy by the Permittee, after which time the Permittee shall have no further payment obligation. Upon revocation, Permittee shall promptly discontinue the use of the Premises.
3. SUNY Cortland shall supply all ordinary and necessary water, gas, electricity, light, heat and sewerage facilities for the Premises. Unless specifically indicated otherwise in **Exhibit B**, no telephone service shall be provided by SUNY Cortland to Permittee.
4. In consideration of the facilities and services to be provided by SUNY Cortland as enumerated above, the Permittee agrees to reimburse SUNY Cortland in accordance with the costs or services stipulated to in **Exhibit C**, attached hereto and made a part hereof, and any other extraordinary costs incurred by SUNY Cortland to meet the requirements of the Permittee. Payment shall be made by Permittee upon receipt of an invoice from SUNY Cortland.

5. The Permittee shall take good care of the Premises, fixtures and appurtenances to preserve the Premises in good order and condition. Upon revocation of this Permit, the Permittee shall, at its sole cost and expense, restore the Premises as nearly as possible to the condition in which these premises were in when the use by the Permittee began, other than ordinary wear and tear to the Premises.
6. N/A The Permittee agrees to provide SUNY Cortland with a copy of its Incorporation Papers or Receipt of Filing as a nonprofit agency filed with the Secretary of State, or Papers Filed with the appropriate County Clerk for Conducting Business in its Name.
7. The Permittee shall be responsible for any and all damages or loss by theft or otherwise of property whether such property shall belong to SUNY Cortland or to others. Permittee shall be responsible for injury to persons (including death) which may in any way result from the operation or conducting of the Permittee's business, Permittee's use of the Premises, including facilities, appurtenances and surrounding grounds, or that may be caused by Permittee's agents, or any persons involved in the Permittee's business, whether or not directly caused by the Permittee.
8. The Permittee shall be responsible for and shall maintain good discipline and proper behavior on the part of all persons in any way involved with the Permittee's business or Permittee's use of the facilities, and agrees to remove any personnel whose actions, or failure to act, shall in the sole judgment of SUNY Cortland, after consulting with the Permittee, be deemed to be detrimental to SUNY Cortland.
9. The Parties agree that if in the judgment of SUNY Cortland the activities of Permittee, or its agents, should be such that SUNY Cortland, after consultation with the Permittee, shall determine that the continuation of the Permittee's activities for the then remaining period covered by this Permit shall be contrary to the best interest of SUNY Cortland, SUNY Cortland may terminate this Permit without liability of any kind whatsoever therefor, and the Permittee and its agents shall be thereupon removed from SUNY Cortland Premises.
10. This Permit shall be interpreted according to the laws of the State of New York. The Permittee shall comply with established State University of New York and SUNY Cortland regulations and policies and with all laws, rules, orders, regulations, and requirements of Federal, State, and municipal governments applicable thereto, including the SUNY Standard Contract Clauses, attached hereto, incorporated and made a part hereof as **Exhibit A**. If necessary, Permittee shall obtain and keep in force at its sole cost and expense, any permits or licenses that may be required by any local, State or Federal Governmental body.
11. The Permittee agrees that the issuance of this Permit shall in no way diminish the statutory authority of the State University of New York or SUNY Cortland to possession, pursuant to the Education Law, of the State controlled property to which this Permit relates; nor shall the dominion and control by the State University of New York over the said State property be in any way diminished.
12. The Permittee specifically agrees that this Permit does not create the relationship of landlord and tenant between SUNY Cortland and the Permittee regarding the use of the State controlled property to which this Permit relates. The relationship of the Permittee to State University of New York and the State of New York arising out of this Permit shall be that of licensee.
13. The Permittee specifically agrees that this Permit shall be void and of no further force and effect upon any use of the State controlled property to which this Permit relates which is inconsistent with State Law or which in any way conflicts with the purposes or objectives of SUNY Cortland.
14. The Permittee shall have the right, so long as this Permit shall remain in force, to enter upon said State lands for the purpose of maintaining, operating, and using the Premises described in **Exhibit B**.

15. The Permittee specifically agrees not to hold itself out as representing the State of New York or State University of New York in connection with the use of the State-owned property to which this Permit relates, nor shall the name of the State of New York, the State University of New York, or the State University of New York at Cortland be used by Permittee for any purpose without prior approval of the SUNY Cortland.
16. The Permittee assumes all risk incidental to the use of the Premises and shall be solely responsible for any and all accidents and injuries to persons and property (including death) arising out of or in connection with the Permittee's use of the Premises, including facilities, its appurtenances and the surrounding grounds and hereby covenants and agrees to indemnify and hold harmless the State of New York and the State University of New York from any and all claims, suits, actions, damages and costs of every nature and description arising out of or relating to the use of the Premises, any facilities, appurtenances and the surrounding grounds or the violation by said Permittee, its agents, employees or contractors of any law, code, order, ordinance, rule or regulation in connection therewith. The Permittee further agrees on being requested to do so, to assume the defense and to defend, at its own cost and expense, any action brought at any time against the State of New York and/or the State University of New York in connection with the claims, suits and losses, as aforesaid. Notwithstanding the foregoing, Permittee shall not be liable for any consequential, indirect, or special damages of any kind that may result directly or indirectly from its use of said facilities, including, without limitation, damages resulting from loss of use or loss of profit by SUNY Cortland or others.
17. The Permittee agrees to obtain and maintain insurance coverage throughout the term of this Permit as provided in this paragraph and shall deliver Certificates of Insurance for the stated coverage upon execution of this Permit. The policies of insurance set forth below shall be written by companies authorized by the New York Department of Financial Services to issue insurance in the state of New York ("admitted" carriers) with an A.M. Best company rating of "A-" or better. Certificates of Insurance shall be provided within five (5) business days of execution of this permit or at minimum two weeks (14 days) prior to the Covered Activity. Permittee agrees to provide notice to SUNY Cortland of any cancellation of such policies, renewal policies, or new policies.
 - (a) General Liability Insurance with limits of no less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate. Such policy shall name the State University of New York as an additional insured and shall contain a provision that the State University of New York shall receive at least thirty (30) days written notice prior to material change, cancellation, or expiration of such policy.
 - (b) Workers Compensation and Disability Benefits coverage for the life of this Permit for the benefit of Permittee's employees required to be covered by the New York State Workers Compensation Law and the New York State Disability Benefits Law. Evidence of coverage must be provided on forms specified by the Commissioner of the Workers Compensation Board.

If required:

- (c) Sexual Abuse and Molestation insurance, either under the above-described general liability policy or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of six (6) months following the use of University facilities.
18. If the Covered Activity for which this permit issues is a children's camp as defined by New York Public Health Law § 1392, Permittee agrees to provide SUNY Cortland with a copy of its camp operator permit issued by the New York State Commissioner of Health upon execution of the Permit, and not later than two weeks (14 days) before the scheduled use of University facilities.

19. The Permittee represents and warrants that for all of its employees, volunteers, subcontractors and agents who shall enter upon University facilities for purposes related to the Covered Activity, Permittee has conducted within the ninety (90) day period preceding the use of University facilities (i) a search of the NY Sex Offender Registry; and (ii) a search of the National Sex Offender Public Registry.
- a. A search of the NY Sex Offender Registry means:
- (i) a search of the file of persons required to register pursuant to Article 6-C of the Correction Law maintained by the NY Division of Criminal Justice Services pursuant to NY Correction Law § 168-b for every level of sex offender (Level 1 through Level 3), which requires an email, CD or hard copy submission of names and identifiers to DCJS as described on the DCJS website (http://www.criminaljustice.ny.gov/nsor/800info_cdsbmit.htm); and
 - (ii) retention of the records of the results of such search. Note that an internet search alone will not meet the requirements of this Policy.
- b. A search of the National Sex Offender Public Registry means:
- (i) a search by first and last name of the National Sex Offender Public Website maintained by the United States Department of Justice at this link: <http://www.nsopw.gov/>; and
 - (ii) retention of the records of the results of such search.
20. The Permittee represents and warrants that for all facets of the Covered Activity:
- (a) it shall adhere to the following minimum staff-to-child supervision ratios by age of child:

5 years and younger:	1 staff for each 6 children;
6-8 years:	1 staff for each 8 children;
9-14 years:	1 staff for each 10 children;
15-16 years:	1 staff for each 12 children.
 - (b) at least 80% of its staff are eighteen (18) years of age or older and that all staff are at least sixteen (16) years of age and at least two (2) years older than the children with whom they are working;
 - (c) its staff has training specific to the program or activity; and
 - (d) the overall supervisor for each program and activity is an adult with certification or documented training and/or experience in that program or activity.
21. The Permittee represents and warrants that any time it provides transportation for participating minors to and from the SUNY Cortland campus grounds, in addition to the driver of the vehicle, there shall be at least one other staff member in the vehicle at all times.
22. The Permittee acknowledges that it has received a copy of the State University of New York Child Protection Policy and Mandatory Reporting and Prevention of Child Sexual Abuse Policy and agrees to abide by all of their terms, including its requirement that any suspected physical abuse or sexual abuse of a child be reported immediately to University Police. The Permittee's written acknowledgement is attached hereto as **Exhibit D**. Permittee represents and warrants that it has caused each of its employees, agents and volunteers, and those of its sub-permittees, who is responsible for custody, control or supervision of children participating in the covered Activity, to complete the Acknowledgement of review of the above-referenced policies and their agreement to abide by their terms, available at these links:

- **Exhibit D**, Permittee Acknowledgement of Receipt of SUNY Child Protection Policies
- SUNY Child Protection Policy
- SUNY Policy on Mandatory Reporting and Prevention of Child Sexual Abuse, Policy Document No. 6504.

23. The Permittee specifically agrees that if this permit is cancelled or terminated for any reason, the Permittee shall have no claim against SUNY Cortland, its officers and employees, nor any claim against the State of New York, its officers and employees, and both the State University of New York and the State of New York and their officers and employees shall be relieved from any and all liability.
24. **Executive Order No. 177.** In accordance with Executive Order No. 177, Permittee hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.
25. **Permittee Responsibility.** (a) *General Responsibility.* The Permittee shall at all times during the term of this Permit remain responsible. The Permittee agrees, if requested by the SUNY Chancellor or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. (b) *Suspension of Work for Non-Responsibility.* The SUNY Chancellor, in his or her sole discretion, reserves the right to suspend any or all activities under this Permit at any time when he or she discovers information that calls into question the responsibility of the Permittee. In the event of such suspension, the Permittee will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Permittee must comply with the terms of the suspension order. Activity under this Permit may resume at such time as the SUNY Chancellor or his or her designee issues a written notice authorizing a resumption of performance under the Permit. (c) *Termination for Non-Responsibility.* Upon written notice to the Permittee and a reasonable opportunity to be heard with appropriate SUNY officials or staff, this Permit may be terminated by the SUNY Chancellor or his or her designee at the Permittee's expense, where the Permittee is determined by the SUNY Chancellor or his or her designee to be non-responsible. In such event, the SUNY Chancellor or his or her designee may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
26. Any notice to either party hereunder must be in writing signed by the party giving it and shall be served either personally or be registered mail addressed as follows:

To SUNY Cortland: State University of New York at Cortland
Todd Malone
Director of Campus Event Management
PO Box 2000
Cortland, NY 13045
607-753-5453

To The Permittee(s): **Cayuga Cortland Workforce Development Office**
Attn: Amy Buggs
60 Central Avenue, Room B-38
Cortland, NY 13045
abuggs@cortlandcountyny.gov
Office: 607-753-5071 or Cell: 607-745-0072

Or to such other addressee as may be hereafter designated by notice. All notices become effective only when received by the addressee.

27. This Agreement constitutes the entire agreement of the parties hereto and all previous communications between the parties, whether written or oral, with reference to the subject matter of this contract are hereby superseded. In the event of any inconsistency or conflict among the documents comprising this Agreement, such inconsistency or conflict shall be resolved by giving precedence to the documents in the following order:
 1. Exhibit A, State University of New York Standard Contract Clauses
 2. This Revocable Permit
 3. Exhibit B, Designated Facilities and Services
 4. Exhibit C, Costs and Services
 5. Exhibit D, Permittee Acknowledgement of SUNY Child Protection Policies
28. The relationship of the Permittee to State University of New York and the State of New York arising out of this agreement shall be that of licensee.
29. The Permit hereby granted may be revoked at any time without cause. Notice of revocation will be served either in person or by certified mail, or, by other mutually acceptable means in exceptional circumstances. Upon receipt of Notice of revocation, Permittee shall and will promptly discontinue the use of the Premises and shall thereupon remove all of its property from the Premises and shall, at Permittee's own cost and expense, restore the Premises to the same condition it was in before use by the Permittee commenced. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.
30. The permission hereby granted shall be effective [see **Exhibit B**] and may be revoked at any time without cause. Upon revocation of the permission hereby granted and notice thereof served either in person or by registered or certified mail, return receipt requested, said Permittee shall and will promptly discontinue the use of the premises and shall thereupon remove all of its property from the premises and shall restore the premises to the same condition it was in before use by the Permittee commenced, except that this permit shall terminate [see **Exhibit B**] in any event, if not sooner revoked. Under no circumstances shall State University of New York be held liable for damages of any kind, either direct or indirect, for termination of this permit.
31. **N/A** Upon execution of this permit, the Permittee agrees to pay a non-interest security deposit to SUNY Cortland in the amount of 20% of the fee amount on **Exhibit C**. The Permittee further agrees that SUNY Cortland may, in its sole discretion, apply the security deposit toward repair of damages to SUNY Cortland facilities. Should damages exceed the amount of the security deposit, Permittee agrees to pay for any and all additional costs of repair.
32. **N/A** The Permittee agrees that failure to timely cancel the reservation shall result in SUNY Cortland retention of all or a portion of the security deposit, as provided in the Security Deposit Refund Schedule on **Exhibit C**.
33. **Coronavirus and COVID-19 Guidance:** Permittee agrees to adhere to CDC guidance on response to Coronavirus (COVID-19), available at this link: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. Permittee further agrees to consult guidance materials issued by New York state and federal authorities daily, and to conform its activities to updated guidance and recommendations. In the event Permittee has reason to suspect that any participants in its Covered Activity could potentially have been exposed to COVID-19, Permittee shall immediately contact Todd Malone, Director of Campus Event Management, PO Box 2000, Cortland, NY 13045 607-753-5453; todd.malone@cortland.edu.

34. **Force Majeure:** A Party shall not be deemed in default of this permit, nor shall it hold the other Party responsible for any cessation, interruption or delay in the performance of its obligations (excluding payment obligations) due to earthquake, flood, fire, storm, natural disaster, act of God, disease outbreak, epidemic, or pandemic, an act of war whether declared or undeclared, acts or threats of terrorism, contamination by radioactivity, pressure waves from devices travelling at supersonic speeds or damages caused by any aircraft or similar device, armed conflict, labor strike, lockout, boycott, or other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected Party to take precautions and which the affected Party cannot avoid even by using its best efforts, provided that the Party relying upon this provision: (i) gives prompt written notice thereof to the other Party; and (ii) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure event extends for a period in excess of 30 days in the aggregate, either Party may immediately terminate this permit upon written notice.

IN WITNESS WHEREOF, the Permittee has caused this instrument to be sealed and signed by its duly authorized officer, and SUNY Cortland has caused this instrument to be executed by its duly authorized officer.

STATE UNIVERSITY OF NEW YORK AT CORTLAND

PERMITTEE(S)

By: _____

By: _____

Todd Malone

Amy Buggs

Official Representative of Permittee or Authorized Designee(s)

Date: _____

Date: _____

(For long term permits (over 30 days) which include, or may include in the future, a provision for long term use (e.g. ground lease or easement), or any construction, alteration or improvement to the property, the signature of the SUNY Vice Chancellor for Capital Facilities is required.)

By: _____

Vice Chancellor for Capital Facilities
SUNY System Administration

(Approval of the State Comptroller and Attorney General are required when the value or reasonably estimated value of this revocable permit is a revenue contract that exceeds \$25,000)

Approved as to Form:

LETITIA JAMES
Attorney General

By: _____

Date: _____

Approved:

THOMAS P. DI NAPOLI
NYS Office of the State Comptroller

By: _____

Date: _____

Standard Contract Clauses

EXHIBIT A

State University of New York

June 21, 2023

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State or State University of New York, whether a Contractor, licensor, licensee, lessor, lessee or any other party; the State University of New York shall hereinafter be referred to as "SUNY"):

1. **EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. **PROHIBITION AGAINST ASSIGNMENT.** In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of SUNY and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. SUNY retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with SUNY. The Contractor may, however, assign its right to receive payments without SUNY's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. **COMPTROLLER'S APPROVAL.** (a) In accordance with Section 112 of the State Finance Law, the State Comptroller's approval is required for the following contracts: (i) goods, services, construction, and construction-related services for State University hospital or healthcare facilities which exceed \$150,000; (ii) purchases utilizing an Office of General Services (OGS) centralized contract which exceed \$200,000 (iii) goods, services, construction, and construction-related services not described in (i) or (ii) and which exceed \$75,000;

(b) If this contract exceeds the threshold amounts listed above in Paragraph 3(a), or, if this is an amendment for any amount to a contract which, as so amended, exceeds said threshold amounts, or, if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State, and the State shall bear no liability, until it has been approved by the State Comptroller and filed in his or her office.

4. **WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. **NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, citizenship or immigration status, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation

6. **WAGE AND HOURS PROVISIONS.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State- approved sums due and owing for work done upon the project.

7. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of competitive bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to SUNY a non-collusive bidding certification on Contractor's behalf.

8. **INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

9. **SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by SUNY, its representatives, or the State Comptroller.

10. **RECORDS.** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as SUNY and any other agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. SUNY shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate SUNY official, in writing, that said Records should not be disclosed; and (ii) said Records shall be sufficiently identified; and (iii) designation of said Records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, SUNY's or the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.

(a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to SUNY by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to SUNY or the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of SUNY contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.

In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this

contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at SUNY's request, Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or sub-contractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. SUNY shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, SUNY shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Exhibit A, the terms of this Exhibit A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized) but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165 (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in Section 165 of the State Finance Law. Any such use must meet with the approval of the State, otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992.

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business and Technology Development
625 Broadway
Albany, NY 12245
Telephone: 518-292-5100

A directory of certified minority and women-owned business enterprises is available from:

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue 33rd Floor
New York, NY 10017
646-846-7364
email: mwbebusinessdev@esd.ny.gov
<https://my.newnycorps.com/FrontEnd/searchcertifieddirectory.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to SUNY;

(b) The Contractor has complied with the Federal Equal Employment Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act of 1994 and 2000 amendments (Chapter 684 and Chapter 363, respectively, codified in State Finance Law § 165(e) and Public Authorities Law § 2879(5))

require that they be denied contracts which they would otherwise obtain.

NOTE: As of May 2023, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa, § 899-bb, and State Technology Law § 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental health and mental health services, accounting, auditing, paralegal, legal or similar services, then in accordance with Section 163(4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to SUNY, the Department of Civil Service and the State Comptroller.

24. PURCHASES OF APPAREL AND SPORTS EQUIPMENT. In accordance with State Finance Law Section 165(7), SUNY may determine that a bidder on a contract for the purchase of apparel or sports equipment is not a responsible bidder as defined in State Finance Law Section 163 based on (a) the labor standards applicable to the manufacture of the apparel or sports equipment, including employee compensation, working conditions, employee rights to form unions and the use of child labor; or (b) bidder's failure to provide information sufficient for SUNY to determine the labor conditions applicable to the manufacture of the apparel or sports equipment.

25. PROCUREMENT LOBBYING. To the extent this contract is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this contract the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the contract by providing written notification to the Contractor in accordance with the terms of the contract.

26. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS. To the extent this contract is a contract as defined by Tax Law § 5-a, if the Contractor fails to make the certification required by Tax Law § 5-a or if

during the term of the contract, the Department of Taxation and Finance or SUNY discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the contract, if SUNY determines that such action is in the best interests of the State.

27. IRAN DIVESTMENT ACT. By entering into this contract, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/iran-divestment-act-2012>.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the contract, should SUNY receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, SUNY will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then SUNY shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

SUNY reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

28. ADMISSIBILITY OF REPRODUCTION OF CONTRACT. Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

THE FOLLOWING PROVISIONS SHALL APPLY ONLY TO THOSE CONTRACTS TO WHICH A HOSPITAL OR OTHER HEALTH SERVICE FACILITY IS A PARTY

29. Notwithstanding any other provision in this contract, the hospital or other health service facility remains responsible for insuring that any service provided pursuant to this contract complies with all pertinent provisions of Federal, state and local statutes, rules and regulations. In the foregoing sentence, the word "service" shall be construed to refer to the health care service rendered by the hospital or other health service facility.

30. (a) In accordance with the 1980 Omnibus Reconciliation Act (Public Law 96-499), Contractor hereby agrees that until the expiration of four years after the furnishing of services under this agreement, Contractor shall make available upon written request to the Secretary of Health and Human Services, or upon request, to the Comptroller General of the United States or any of their duly authorized representatives, copies of this contract, books, documents and records of the Contractor that are necessary to certify the nature and extent of the costs hereunder.

(b) If Contractor carries out any of the duties of the contract hereunder, through a subcontract having a value or cost of \$10,000 or more over a twelve-month period, such subcontract shall contain a clause to the effect that, until the expiration of four years after the furnishing of such services pursuant to such subcontract, the subcontractor shall make available upon written request to the Secretary of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, copies of the subcontract and books, documents and records of the subcontractor that are necessary to verify the nature and extent of the costs of such subcontract.

(c) The provisions of this section shall apply only to such contracts as are within the definition established by the Health Care Financing Administration, as may be amended or modified from time to time.

31. **Hospital Retained Authority:** Hospital Retained Authority: The Hospital retains direct, independent authority over the appointment and/or dismissal, in its sole discretion, of the facility's management level employees (including but not limited to, the Facility/Service Administrator/Director, the Medical Director, the Director of Nursing, the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer) and all licensed or certified health care staff. The Hospital retains the right to adopt and approve, at its sole discretion, the facility's operating and capital budgets. The Hospital retains independent control over and physical possession of the facility's books and records. The Hospital retains independent control over and physical possession of the facility's operating policies and procedures. The Hospital retains full authority and responsibility for, and control over, the operations and management of the facility. The Hospital retains the right and authority to independently adopt, approve and enforce, at its sole discretion, policies affecting the facility's delivery of health care services. The Hospital retains the right to independently adopt, approve and enforce, at its sole discretion, the disposition of assets and authority to incur debts. The Hospital retains the right to approve, at its sole discretion, contracts for administrative services, management and/or clinical services. The Hospital retains the right to approve, at its sole discretion, any facility debt. The Hospital retains the right to approve, at its sole discretion, settlements of administrative proceeding or litigation to which the facility is a party. No powers specifically reserved to the Hospital may be delegated to, or shared by, the Contractor or any other person. In addition, if there is any disagreement between the parties to this Agreement regarding control between the Hospital and the Contractor, the terms of this Section shall control.

EXHIBIT B

**Designated Facilities and Services
State University of New York at Cortland
Cayuga Cortland Workforce Development Office**

The following facilities and services at SUNY Cortland are provided by the State University to the above-named Permittee in accordance with the terms and conditions of this Agreement.

SUNY Cortland's Lusk Field House and parking areas as assigned.

March 18, 2025 (bad weather date of March 19, 2025)

7 a.m. – 8 p.m.

EXHIBIT C**Costs and Services**

State University of New York at Cortland

Cayuga Cortland Workforce Development Office

The Permittee agrees to pay SUNY Cortland the amount of **\$TBD**[to be determined] for the use of facilities described in Exhibit B. Payment is determined on the following basis:

DATE(S):**March 18, 2025 (bad weather date of March 19, 2025)****USE OF SUNY CORTLAND FACILITIES:****Lusk Field House - \$300/day****START TIME / END TIME:****7:00 a.m. – 8:00 p.m.****OVERTIME SURCHARGE (If used):**

\$29.00/hour Custodial [Identify overtime hours]	<u>\$TBD</u>
\$48.00/hour UPD [Identify overtime hours]	<u>\$TBD</u>
\$22.00/hour/staff person	<u>\$TBD</u>
\$50.00/hour/field Energy Charge (lights)	<u>\$TBD</u>
\$30.00/Grounds hour [Identify overtime hours]	<u>\$TBD</u>
\$40.00/Mechanics hour [Identify overtime hours]	<u>\$TBD</u>

TOTAL: \$_____N/A Security Deposit: [Total] x [20%] Optional \$_____**BALANCE DUE:** \$_____**Payable to:** State University of New York at Cortland**[Optional] SECURITY DEPOSIT REFUND SCHEDULE****RESERVATION CANCELLED WITHIN:
DEPOSIT REFUND****SECURITY****30 days prior to scheduled event****100% refund**

21 days prior to scheduled event	75% refund
Less than 21 days prior to scheduled event	No refund

For events scheduled less than 30 days in advance, the following refund schedule shall apply:

26 days prior to scheduled event	100% refund
21 days prior to scheduled event	75% refund
Less than 21 days prior to scheduled event	No refund

EXHIBIT D
Permittee Acknowledgement of Receipt of SUNY Child Protection Policies

State University of New York Cortland
Revocable Permit Issued to

Cayuga Cortland Workforce Development Office

[Permittee] acknowledges that on **June 19, 2024** it has received copies of the State University of New York policies entitled: (1) Child Protection Policy; and (2) Policy on Mandatory Reporting and Prevention of Child Sexual Abuse. [Permittee] represents that it has reviewed said policies and agrees to abide by their terms, including provisions requiring that actual and suspected physical abuse and sexual abuse of a child be reported immediately to the campus University Police Department at SUNY Cortland, Whitaker Hall, **Emergency:** 911 or 607-753-2111.

[Permittee] acknowledges that for all of its employees and volunteers, and employees and volunteers of its sub-permittees who shall enter upon University facilities for purposes related to Covered Activity, permittee has (i) required said Covered Persons to review the above-named policies and to complete an Acknowledgement of their agreement to abide by their terms; (ii) conducted a search of the NY Sex Offender Registry; and (iii) conducted a search of the National Sex Offender Public website within the ninety (90) day period preceding its use of University facilities and has retained the records of such search.

PERMITTEE(S) NAME

By: _____

Print Name: _____

Title: _____

Address: _____

Date signed: _____

**State University of New York
Notary Acknowledgement**

(ACKNOWLEDGEMENT BY INDIVIDUAL)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____, 20____, before me
personally came

_____, to me known and known to me to be the person
described in and who executed the foregoing instrument and he/she acknowledged to me that
he/she executed the same.

Notary Public

(ACKNOWLEDGEMENT BY UNINCORPORATED ASSOCIATION)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____ 20____, before me personally
came _____ to me known and known to me to be the person
who executed the above instrument, who, being duly sworn by me, did for himself/herself
depose and say that he/she is a member of the firm of
_____ and that he/she executed the foregoing

instrument in the firm name of _____, and that he/she had authority to sign same, and he/she did acknowledge to me that he/she executed the same as the act and deed of said firm of _____, for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY CORPORATION)

STATE OF NEW YORK)
COUNTY OF) SS.:

On this _____ day of _____ 20____, before me personally came _____ to me known, who duly being sworn, did depose and say that he/she resides in _____; that he/she is the _____ of the _____, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal, that was so affixed by the order of the Board of Directors of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

Policy Title:
Child Protection Policy

Document Number:
6505

Effective Date:
June 17, 2014

This policy item applies to:
State-Operated Campuses

Summary

Individuals must conduct themselves appropriately with children who participate in University-related programs and report instances or suspicion of physical or sexual abuse of children.

Policy

A. SUMMARY

Individuals must conduct themselves appropriately with children who participate in University-related programs and report instances or suspicion of physical or sexual abuse of children.

B. POLICY

The State University of New York is committed to protecting the safety and well-being of children who participate in University-related programs and activities, whether on or off campus, or utilize campus facilities for activities including, but not limited to, sports camps, academic and personal enrichment programs and research studies.

C. DEFINITIONS

Covered Activity: A program or activity sponsored or approved by the University or a University-affiliated organization, or an activity conducted by a vendor, licensee or permittee for which a license or permit for use of University facilities has been approved, occurring on or off campus, for the duration of which the responsibility for custody, control and supervision of

children is vested in the University, University-affiliated organization or the vendor, licensee or permittee so approved. This policy is not applicable to university on-campus child care centers.

Covered Person: A person who is responsible for the custody, control or supervision of children participating in the Covered Activity and who is:

- i. an employee of the University or University-affiliated organization;
 - ii. a University student;
 - iii. a volunteer of the University or University-affiliated organization; or
 - iv. a vendor, licensee, permittee or other person, who is given permission to come onto campus or to use University facilities for Covered Activities; or
- iv. an employee, agent or volunteer of (iv) above.

Child: An individual under the age of seventeen years, who is participating in a Covered Activity. The term “child” shall not include a matriculated student of the University or a person accepted for matriculation. For purposes of this policy, “matriculation” means accepted by the University as a student into a college course that is listed in the college catalog.

Children’s Camp: A camp defined under New York Public Health Law §1392.

Physical Abuse: Physical contact with a child by a covered person which is intended to cause, or causes, pain or physical injury, including punching, beating, shaking, throwing, kicking, biting and burning, or directing a child, outside the norm of the supervised activity, to perform physical activity which is intended to cause physical injury.

Sexual Abuse: Engaging in a sexual offense with a child and/or encouraging or promoting sexual performance by a child. Pursuant to the NYS Penal Law Articles 130, 263, and Sections 260.10 and 260.25, sexual offenses include: sexual misconduct, rape, criminal sex acts, forcible touching, persistent sexual abuse, sexual abuse, aggravated sexual abuse, course of sexual conduct against a child, facilitating a sex offense with a controlled substance, sexually motivated felony, predatory sexual assault against a child, and sexual performance by a child. This also includes Penal Law offenses relating to children including endangering the welfare of a child and unlawfully dealing with a child in the first degree. Sexual performance by a child, as defined by the Penal Law, is any behavior which results in touching of the sexual or other intimate parts of a child for the purpose of sexual gratification of the child and/or adult, including touching by the child and/or adult with or without clothing, and all acts as defined by New York State Penal Law Articles 130, 263 and Section 260.10.

Responsible University Official: The employee of the University or University-affiliated organization, who has been designated by the Campus under Section G, Campus Responsibilities.

University-affiliated organization: The Research Foundation for the State University of New York, campus foundation, campus alumni association, campus auxiliary services corporation, or any other entity so designated by the Chancellor or Campus President.

D. PROHIBITED CONDUCT

A Covered Person shall not:

1. Be alone with a child, unless the Covered Person is a relative or guardian of the child, unless one-on-one contact is approved in accordance with a determination pursuant to Section G.2 of this policy. In no event shall a Covered Person, who is not a relative or guardian of a child, be alone with the child in a rest room, locker room, shower, sleeping area or vehicle.
2. Engage in physical abuse or sexual abuse of a child.
3. Engage in the use of alcohol or illegal drugs, or be under the influence of alcohol or illegal drugs during Covered Activities.
4. Enable, facilitate or fail to address a child's use of alcohol or illegal/non-prescribed drugs.
5. Contact a child through electronic media, including social media, for the purpose of engaging in any prohibited conduct, including sexual conduct.
6. Offer or make a gift to a child for the purpose of engaging in any prohibited conduct, including sexual conduct.
7. Release a child from a Covered Activity without a written authorization from the child's parent or guardian.

E. REQUIRED CONDUCT

A Covered Person shall:

1. Take all reasonable measures to prevent physical and sexual abuse of a child, including immediately removing a child from potential physical abuse, sexual abuse or prohibited conduct as defined herein.
2. Report immediately any suspected physical abuse or sexual abuse of a child to the campus University Police Department, and provide to the campus University Police Department a written report of suspected physical or sexual abuse of a child. Other reporting requirements not addressed in this Policy may apply, such as the obligations of mandated reporters under New York Social Services Law, who are required to report suspected child abuse or maltreatment when they are presented with a reasonable cause to suspect such abuse or maltreatment has occurred.
3. Comply with the University's Policy on Mandatory Reporting and Prevention of Child Sexual Abuse, Document No. 6504 available on the University-Wide Policies and Procedures webpage.
4. Complete all required training required for Covered Persons (i) – (iii) developed pursuant to this Policy.

5. Wear and display prominently at all times during the Covered Activity a lanyard or other form of identification that identifies the individual as having the responsibilities of a Covered Person.

F. RESPONSIBLE UNIVERSITY OFFICIAL

A Responsible University Official shall:

1. Confirm that the requirements of this Policy have been communicated to Covered Persons (i) – (iii) prior to the commencement of a Covered Activity.
2. Confirm that New York Sex Offender Registry and National Sex Offender Public Registry searches (as described in Campus Responsibilities, below) have been obtained and reviewed for Covered Persons (i) – (iii) prior to the commencement of a Covered Activity.
3. Confirm that the completed Acknowledgement of the University's Child Protection form (available in **Exhibit D** of this policy) has been obtained from Covered Persons (iv) – (v) prior to the commencement of a Covered Activity.
4. Immediately report allegations of physical abuse or sexual abuse of a child to the campus University Police Department, and complete and provide to the campus University Police Department a written report for each allegation of physical abuse or sexual abuse of a child. Other reporting requirements not addressed in this Policy may apply, such as the obligations of mandated reporters under New York Social Services Law, who are required to report suspected child abuse or maltreatment when they are presented with a reasonable cause to suspect such abuse or maltreatment has occurred.
5. Notify and coordinate with appropriate campus offices to ensure that allegations of suspected physical abuse or sexual abuse are investigated and addressed appropriately.
6. Confirm that required training on this Policy has occurred prior to the commencement of a Covered Activity for all Covered Persons who are employees, volunteers, students or agents of the State University or a University-affiliated organization.
7. Confirm that the University has provided Covered Persons (i) – (iii) with identification that identifies the individual as having the responsibilities of a Covered Person.

G. CAMPUS RESPONSIBILITIES

Each campus, System Administration, and University-affiliated organization shall develop procedures to:

1. Designate a Responsible University Official for each Covered Activity.
2. Determine on a limited basis that the first sentence of section D.1. of this Policy, which prohibits a Covered Person from being alone with a child, shall not apply to certain Covered Activities when the pedagogical or health-related nature of the Covered Activity

requires such one-on-one contact with a child. Examples may include tutoring, music lessons, speech therapy, and medical, dental or optical services.

3. Communicate the requirements of this Policy to Covered Persons (i) – (v).
4. By May 15, 2015 and biennially thereafter, provide for and require training on this Policy for all Covered Persons (i) – (iii) prior to the commencement of a Covered Activity.
5. Obtain New York Sex Offender Registry and National Sex Offender Public Registry searches for Covered Persons (i) – (iii) and complete a review of such searches not more than ninety (90) days prior to the commencement of a Covered Activity.
 - a. A search of the NY Sex Offender Registry means:
 1. a search of the file of persons required to register pursuant to Article 6-C of the Correction Law maintained by the NY Division of Criminal Justice Services pursuant to NY Correction Law § 168-b for every level of sex offender (Level 1 through Level 3), which requires an email, CD or hard copy submission of names and identifiers to DCJS as described on the DCJS website [url: http://www.criminaljustice.ny.gov/nsor/800info_cdsubmit.htm]; and
 2. retention of the records of the results of such search. Note that an internet search alone will not meet the requirements of this Policy.
 - b. A search of the National Sex Offender Public Registry means:
 - a. a search by first and last name of the National Sex Offender Public Website maintained by the United States Department of Justice at this link: <http://www.nsopw.gov/>; and
 - b. retention of the records of the results of such search.
6. Provide for the prompt investigation and preparation of written findings by the campus University Police Department of reports of suspected physical abuse or sexual abuse, and if there is reasonable cause to believe a crime has been committed, coordination by the campus University Police Department with other law enforcement officials.
7. Provide a mechanism to report and respond to allegations of retaliation (as described below).
8. Retain documentation of the search results from the New York and National Sex Offender registries for Covered Persons who are employees, volunteers, students or agents of the University or a University-affiliated organization for six (6) years after the covered person has separated from the University.
9. Provide identification for Covered Persons (i) – (iii) that identifies the individual as having the responsibilities of a Covered Person.

H. RETALIATION

Retaliatory action against anyone acting in good faith, who has reported alleged physical abuse or sexual abuse in accordance with this Policy, or who has been involved in investigating or responding to allegations of physical or sexual abuse, or who has reported a failure to comply with this Policy, is a violation of this Policy. Retaliatory acts may include, but are not limited to:

- employment actions affecting salary, promotion, job duties, work schedules and/or work locations;
- actions negatively impacting a student's academic record or progress; and
- any action affecting the campus environment, including harassment and intimidation.

I. THIRD PARTY USE OF UNIVERSITY FACILITIES

The use of University facilities by vendors, licensees or permittees for commercial and non-commercial Covered Activities shall be accomplished pursuant to a revocable permit. The following minimum terms shall be included in all such revocable permits:

1. A specific definition of the areas accessible to the Covered Activity. For example, revocable permits for sporting events held on athletic fields should include the athletic field, as well as any ancillary areas or structures where minors will be permitted, such as adjacent grounds, parking lots, rest rooms, locker rooms, accessory structures, etc.
2. A provision requiring insurance coverage in the types and amounts listed below, naming the University as an additional insured, and requiring that evidence of such insurance be provided to the University within five (5) business days of execution of the revocable permit or at minimum two weeks (14 days) prior to the scheduled use of University facilities.
 - a. General Liability insurance one million dollars (\$1,000,000) each claim and two million dollars (\$2,000,000) in the aggregate;
 - b. New York State Workers' Compensation insurance and New York State Disability Benefits insurance during the term of the revocable permit for the benefit of permittee's employees required to be covered under the NYS Workers' Compensation Law and the New York State Disability Benefits law.
 - c. For those instances in which a campus believes that the activity is so long or substantial and that the obtaining of such insurance will not unduly preclude beneficial use of the campus' facilities, the campus should require additional insurance in the form of: Sexual Abuse and Molestation insurance, either under the above-described general liability policy or in a separate policy, with coverage not less than one million dollars (\$1,000,000). Any insurance coverage for sexual abuse and molestation insurance written on a claims made basis shall remain in effect for a minimum of six (6) months following the use of University facilities.
3. If the Covered Activity is a Children's Camp as defined in Section C of this policy, a provision requiring permittee to provide the University with a copy of its camp operator permit issued by the New York State Commissioner of Health, either upon execution of the permit or not later than two weeks (14 days) before the scheduled use of University facilities.
4. A representation and warranty from permittee that for all of its employees and volunteers, and employees and volunteers of its sub-permittees, who shall enter upon University facilities for purposes related to Covered Activity, permittee has conducted within the

- ninety (90) day period preceding the use of University facilities (i) a search of the NY Sex Offender Registry; and (ii) a search of the National Sex Offender Public website.
5. A representation and warranty from permittee that for all Covered Activities: (i) it shall adhere to the American Camp Association standards for minimum staff-to-child supervision ratios, minimum staff age and minimum staff accreditation requirements (available at: <http://www.acacamps.org/accreditation/stdsglance>); and (ii) that the overall supervisor for each Covered Activity is an adult with certification or documented training and experience in the Covered Activity.
 6. A representation and warranty from permittee that any transportation it provides for participating minors to and from the University grounds shall conform to the American Camp Association's transportation standards (available at: <http://www.acacamps.org/accreditation/stdsglance>).
 7. A provision requiring written acknowledgement from permittee that it has received a copy of the University's Child Protection Policy and agrees to abide by all of its terms, including its requirement that any suspected physical or sexual abuse be immediately reported to the campus University Police Department.

J. CAMPUS POLICIES AND PROCEDURES

A campus may promulgate policies and procedures that supplement, and are no less stringent than, the policies and procedures set forth herein.

Definitions

All definitions relevant to this policy can be found in the Policy section of this document, under section C.

Policy Title:
Policy on Mandatory Reporting and Prevention of Child Sexual Abuse

Document Number:
6504

Effective Date:
December 17, 2012

This policy item applies to:
State-Operated Campuses

Summary

This Policy places an affirmative obligation upon all State University of New York employees, students, and volunteers to report child sexual abuse that occurs on campus or off campus at University-sponsored events to the appropriate authority or authorities.

This policy also requires that relevant employees and students be trained on recognizing child sexual abuse crimes and that there is an obligation to report such abuse if it is witnessed.

Policy

Policy on Mandatory Reporting and Prevention of Child Sexual Abuse

Any employee or student of or volunteer for the State University of New York who witnesses or has reasonable cause to suspect any sexual abuse of a child occurring on State University property or while off campus during official State University business or University-sponsored events shall have an affirmative obligation to report such conduct to the relevant University Police Department immediately. Such report should include the names of the victim and assailant (if known), other identifying information about the victim and assailant, the location of the activity, and the nature of the activity. Upon receiving such a report, the applicable University Police Department shall promptly notify the Commissioner of University Police at SUNY System Administration who shall report such incidents to the Chancellor for periodic reporting to the Board of Trustees.

In addition, to aid in the prevention of crimes against children on property of the State University of New York and/or during official State University business at events sponsored by the State University of New York, relevant employees should be trained on the identification of such crimes and proper notification requirements. Vendors, licensees or others who are given permission to come onto campus or to use University facilities for events or activities that will include participation of children shall ensure that they have in place procedures for training, implementation of applicable pre-employment screening requirements and reporting of child sexual abuse.

For purposes of this policy, the applicable definitions of child sexual abuse are those used in the NYS Penal Law in Articles 130 and 263 and Section 260.10 and “child” is defined as an individual under the age of 17.

Definitions

Definitions for purposes of this policy are based on New York State Penal Law

New York State Penal Law

New York State Penal Laws, Article 130.

Other link to NYS Penal Law, Article 130.

New York State Penal Law, Article 263.

Other link to NYS Penal Law, Article 236.

New York State Penal Law, Article 263 Definitions.

New York State Penal Law, Article 260.1.

Other link to NYS Penal Law, Article 260.1.

ON MOTION OF RONALD J. VAN DEE, COMMITTEE CHAIR

AGENDA ITEM NO. 5

**Abolish One Position of Nutrition Program Manager/RD - Create One Position of Nutrition
Program Manager - Office for Aging**

WHEREAS, the needs of the Office for Aging will be better served by abolishing one (1) full time position of Nutrition Program Manager/RD and creating one (1) full time position of Nutrition Program Manager; AND

WHEREAS, the Health and Human Services Committee recommends the abolition and creation of these positions; NOW THEREFORE BE IT

RESOLVED, that one (1) position of Nutrition Program Manager/RD (Grade 9, Management Compensation Plan, \$61,842-\$82,312/YR, competitive class, full time with benefits) be and hereby is abolished effective November 21, 2024 at midnight; AND BE IT FURTHER

RESOLVED, that one (1) position of Nutrition Program Manager (Grade 10, Management Compensation Plan, \$57,528-\$76,569, competitive class, full time with benefits) be created with permission to fill effective November 22, 2024 at 12:01 am.



Personnel Change Justification Form

Requested Change: ☒ Abolish/Create ☐ Reallocation ☐ Abolish ☐ Create

Position Name (s): Create Nutrition Program Manager Abolish Nutrition Program Manager / RD

Bargaining Unit: Management

Purpose and Background:

The purpose and background of the Nutrition Program Manager void of the Registered Dietitian requirement is to reduce the agency budget while continuing to meet New York State Office for Aging's mandates. When the current position became vacant, the opportunity to revise the agency budget towards reduced spending became available.

Fiscal Impact: ☒ County Funded 30 % ☒ Grant Funded 70 (state) % Grant Exp. Date _____

Current Grade/Salary of Position: Grade 9 Salary Range \$ 61,843-82,313

Requested Grade/Salary of Position: Grade 10 Salary Range \$ 57,528-76,570

Annual Increase: \$ Decrease County Share: \$ _____ # of Positions Affected: 1

Goals:

The Nutrition Program Manager position is responsible for the day to day operation and administrative functions of the nutrition services component of the OFA. The position supervises the Nutrition unit staff (including kitchen staff, Age Well Center staff, home delivered meal staff and drivers), assists in coordinating fundraising events, writes grants, and ensures the program adheres to program instructions and federal, state and local regulations including proper food safety procedures.

Operational Impact:

The operational impact of the position of Nutrition Program Manager of Cortland County Office for Aging will decrease the current operating budget at present by \$24,785. The previous position contained the Registered Dietitian (RD) requirement, the updated position of RD will be satisfied with the Association on Aging in New York. The New York State Office for Aging has approved the personnel revision via the 2024-2028 4 Year Plan.

Requested By: [Signature] 10/31/24
Signature of Requesting Department Head Date

Personnel Officer Approval: [Signature] 10/31/24
Signature of Personnel Officer Date

County Administrator Budget Impact Statement:

County Administrator Approval: [Signature] 10/31/2024
Signature of County Administrator Date

Statutory Committee Approval: _____
Signature of Committee Chair after Committee Vote Date

Attachment: 2024-10-31_Aging_NutritionProgramManager (12585 : Abolish Create Nutrition Program Manager)

Jurisdiction: Cortland County
 Jurisdictional Class: Competitive
 Adopted: 1/1/2024
 Amended: 10/30/2024

NUTRITION PROGRAM MANAGER

DISTINGUISHING FEATURES OF THE CLASS:

The work involves responsibility for planning, organizing, directing, coordinating, and evaluating the Cortland County Office for Aging's Nutrition Program, including congregate and home delivered meals, food distribution, Age Well Center and transportation program. The incumbent is responsible for ensuring that food service meets established standards including health and sanitary regulations and ensure Nutritional Education is being provided. The work is performed under direction of the Director in accordance with established policies and objectives with the exercise of independent judgment in carrying out the details of the work. Supervision of all kitchen staff, Home Delivered Meals and Age Well Center staff, drivers and per diem staff. Does related work as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Assists the Director in overseeing all phases of the nutrition program including but not limited to planning and preparation of nutritious meals and supportive services;
 Assists the Director in and/or has responsibility for budget, finance and personnel, and ensures compliance with County, State and Federal regulations;
 Provides supervision and all related reporting and documentation needs for all kitchen staff, AWC staff, HDM drivers, AWC bus drivers;
 Works in conjunction and communication of Registered Dietitian; Registered Dietitian and Senior Cook to develop menus with Nutrition Program Managers oversight;
 Reviews, trains and approves all orders for kitchen EMP and AWC prior to sending to fiscal;
 Develops nutrition and education programs compliant with NYSOFA and agency RD requirements, conducts nutrition assessments and participates in case management meetings as appropriate;
 Implements Nutrition program monthly menus and completes menu tasks and production in conjunction as created and approved by Registered Dietitian;
 Establishes effective budgetary management and cost controls;
 Assesses the adequacy of existing facilities and equipment for food preparation and service for older adults;
 Maintains and analyzes detailed records and reports as guides in purchasing and responsible for the purchasing of food, equipment, and supplies;
 Provides training to kitchen staff, drivers, AWC staff, provides NEO and pertinent mandated trainings and education per agency Director;
 Monitor AWC meal production for quality & effectiveness;
 Provides public information and education efforts including preparation of news releases, emergency notifications as directed, establishing contacts with media, attending meetings, speaking to groups and generally interpreting the role of the nutrition services component to the public;
 Assists with agency fundraisers and events with relation to Nutrition Program involvement;
 Prepares program and budgetary reports and other reports as requested by the Director, Cortland County Office for Aging and required by New York State Office for the Aging;
 Develops agreements and contracts where applicable;

Monitors and coordinates agency Home Delivered Meal Program and agency food pantry operations;
 Performs periodic inspections to ensure compliance with Sanitary/Safety regulations;
 Develops Nutrition Program policies and procedures under guidance of agency Director;
 Contact person for LASS sites, reviews/approves accounting reports prior to sending to fiscal;
 Fill in when Nutrition staff is out where needed or as directed by agency Director;
 Provides food counts; acts as back up EMP cashier when program volunteers/staff are not available;
 Develops Home Delivered Meals/Nutrition Program referral tracking process;
 Follows up with all program needs, activities, staffing issues in a timely and appropriate manner;
 Completes NYSOFA 4 Year Plan Nutrition Program reporting and Nutrition Program Monitoring as directed
 Other duties as requested by Director.

FULL PERFORMANCE KNOWLEDGE, SKILLS, ABILITIES AND PERSONAL CHARACTERISTICS:

Thorough knowledge of quantity food preparation and service techniques particularly as they relate to food service for senior citizens;
 Thorough knowledge of food safety regulations, precautions, and operations;
 Good knowledge of eating habits, nutritional needs and food interests of senior citizens;
 Working knowledge of kitchen equipment in the areas of purchasing and maintenance;
 Working knowledge of community agencies, facilities, and services that may be utilized to help the senior citizens;
 Working knowledge of public relations techniques;
 Ability to formulate a local government needs assessment for Nutrition Program;
 Ability to plan and supervise the work of others;
 Ability to communicate effectively both orally and in writing;
 Ability to establish and maintain effective working relationships with others;
 Ability to deal effectively with the public;
 Physical condition commensurate with the demands of the position.

MINIMUM QUALIFICATIONS: Either:

- (a) Graduation from a regionally accredited college or university or one accredited by the New York State Board of Regents to grant degrees with a Bachelor's degree or higher in foods and nutrition, food service or nutritional management and three (3) years of experience in administering a nutrition program or quantity food services, two (2) years of which must have been in a supervisory capacity; OR
- (b) Graduation from a regionally accredited college or university or one accredited by the New York State Board of regents to grant degrees with an Associate's degree or higher as defined in (a) and five (5) years of experience as defined in (a), two (2) years of which must have been in a supervisory capacity; OR
- (c) An equivalent combination of training and experience as defined by the limits of (a) and (b).

Current ServSafe certification preferred.

NOTE:

Degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If the degree was awarded by an educational institution outside of the United States and its territories, applicant must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. Applicants must pay the required evaluation fee

CORTLAND COUNTY MENTAL HEALTH DEPARTMENT**Health & Human Services (HHS) Leg. Committee November 2024 Report**

INTERNAL DEPARTMENT PROGRAMS	DATA DATE	PROGRESS UPDATES	ACHIEVEMENTS & RISKS	OUTCOMES & TRENDS
All MH Dept. Programs Fiscal/Revenue	9/2024	The department continues its five-year trend of reducing county expenditures by optimizing billing practices, securing grants, and leveraging state aid to offset departmental costs. State Aid providers and MH Dept. received COLA increases thanks to OMH, OASAS, OPWDD. Cortland contracted Behavioral Health providers are receiving this increase as soon as contract amendments are approved.	MH Dept. is attempting to complete mandated CPL 730 evaluations. Defendants refuse to attend. MH Dept. is keeping Courts updated on the status. Evaluation costs to county are increasing.	2025 positive forecast in billing revenue receivables to ease county cost/share.
Mental Health: Outpatient Treatment Rehabilitation & Supports (MHOTRS) AKA = Clinic NYS OMH Licensed / Certified Program. Largest program at MH Dept.	9/2024	- Total sessions provided: 1395 - Total enrolled Clients/Patients: 1,063 (181 clients are < 18yrs) 74 new referrals (unduplicated) 27 new admissions Learn more about our Clinic (aka: MHOTRS): https://omh.ny.gov/omhweb/clinic_restructuring/, https://www.cortland-co.org/452/Mental-Health-Clinic	Finalizing the process of hiring next NPP asap to meet the community needs.	High demand for therapy based on new referrals and intensity of treatment needs. Increase in complexity of clients' needs for therapy/support – require more frequent sessions and coordination with other providers.
“Horizon House” (HH) Adult Continuing Day Treatment (CDT) <i>Daily program for MH clients with serious mental illness (SMI)</i>	9/2024	Total enrolled Clients/Patients: 33 Learn more about Adult CDT Treatment & HH Program: https://www.ncbi.nlm.nih.gov/pmc/articles/PMC5396210/, https://www.cortland-co.org/453/Horizon-House	HH has had the Cortland Transit company provide transportation to the participants as an alternative the taxi services and it has been working well.	HH Adult CDT Program originated in the 1980s. Estimated 40yrs of dedication to the community. This program is designed to decrease the need for higher level of care.
Family Support Services (FSS) Respite & Children Family Support Services (CFTSS)	9/2024	38 unique clients enrolled- 50% between the ages of 6 and 10 years old. Learn more about CFTSS Services and FSS: https://www.cortland-co.org/454/Family-Support-Services, https://omh.ny.gov/omhweb/bho/childrensmc.html	FSS has 2 Other Licensed Practitioners (OLP) and 2.5 MHRs providing these services.	2024 CFTSS marketing continues to the community and to the local schools to improve understanding of CFTSS services and referrals.

Attachment: October 2024 Report (12588 : Mental Health Monthly Report)

CORTLAND COUNTY MENTAL HEALTH DEPARTMENT**Health & Human Services (HHS) Leg. Committee November 2024 Report**

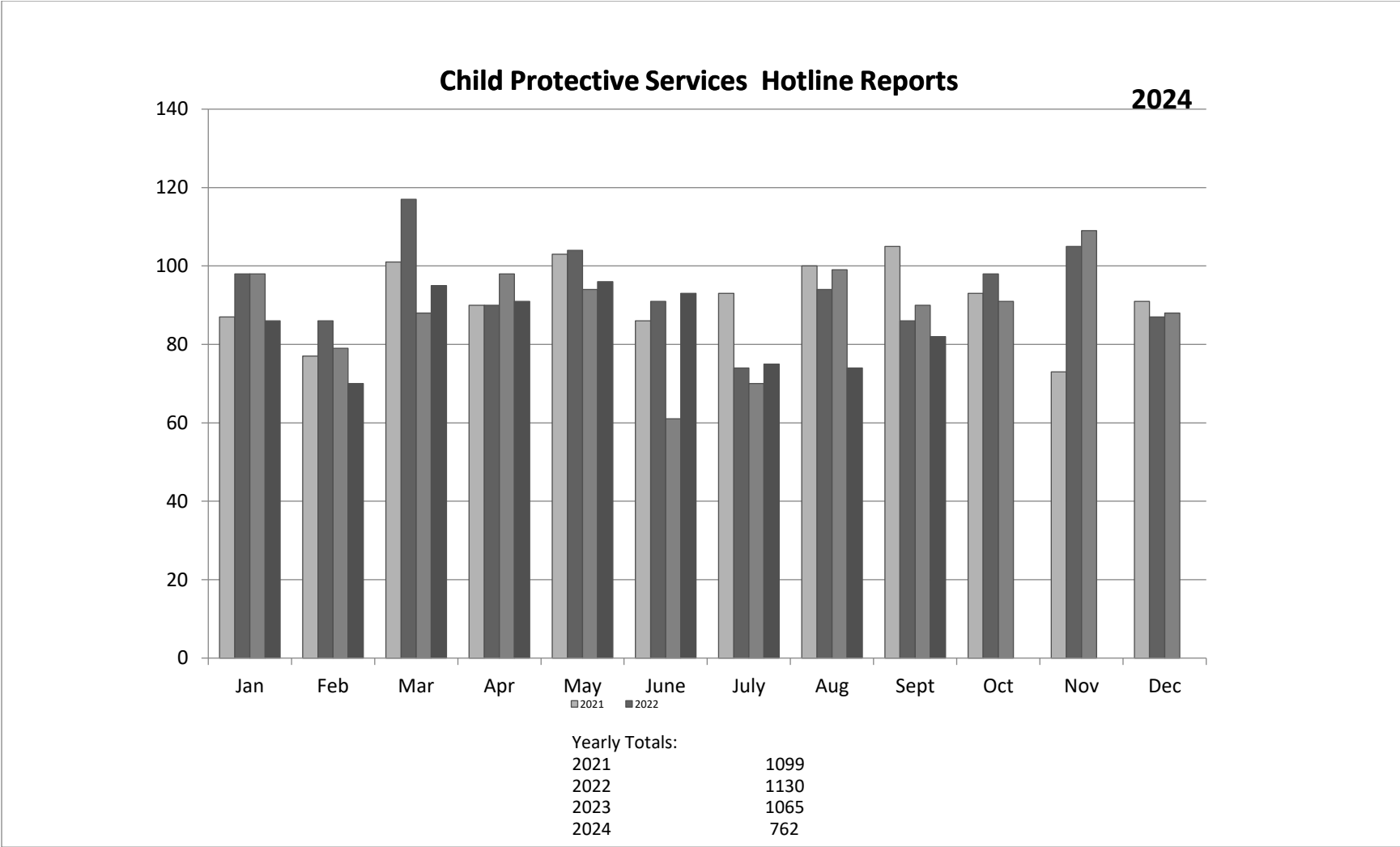
Submitted by Patricia Schaap, Mental Health (MH) Department Director of Community Services (DCS)

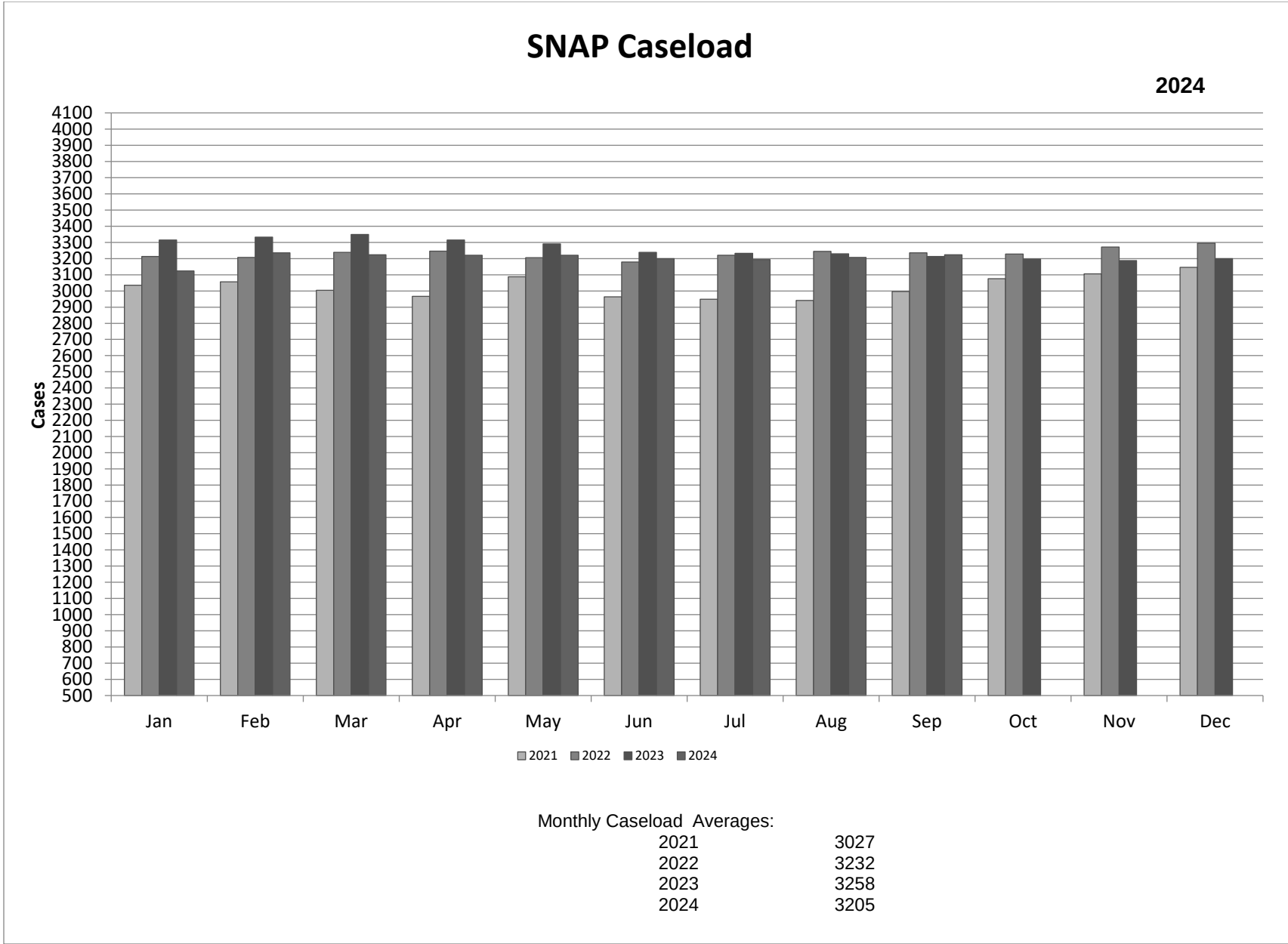
Jail Mental Health Services	9/2024	• 60 Inmates Seen • 119 Total MH Services Provided	CCMHD provides a Forensic Mental Health Counselor in the local Jail.	We've been averaging 49 seen inmates a month and 101 services provided in 2024.
SAMHSA 4yr Grant for Cortland's Youth System of Care	9/2024	Project begins 09/30/2024 and resolutions were all passed.	A Project Director has been identified and will begin in the role 10/28/2024.	The community has four months to produce data driven actions with this grant.

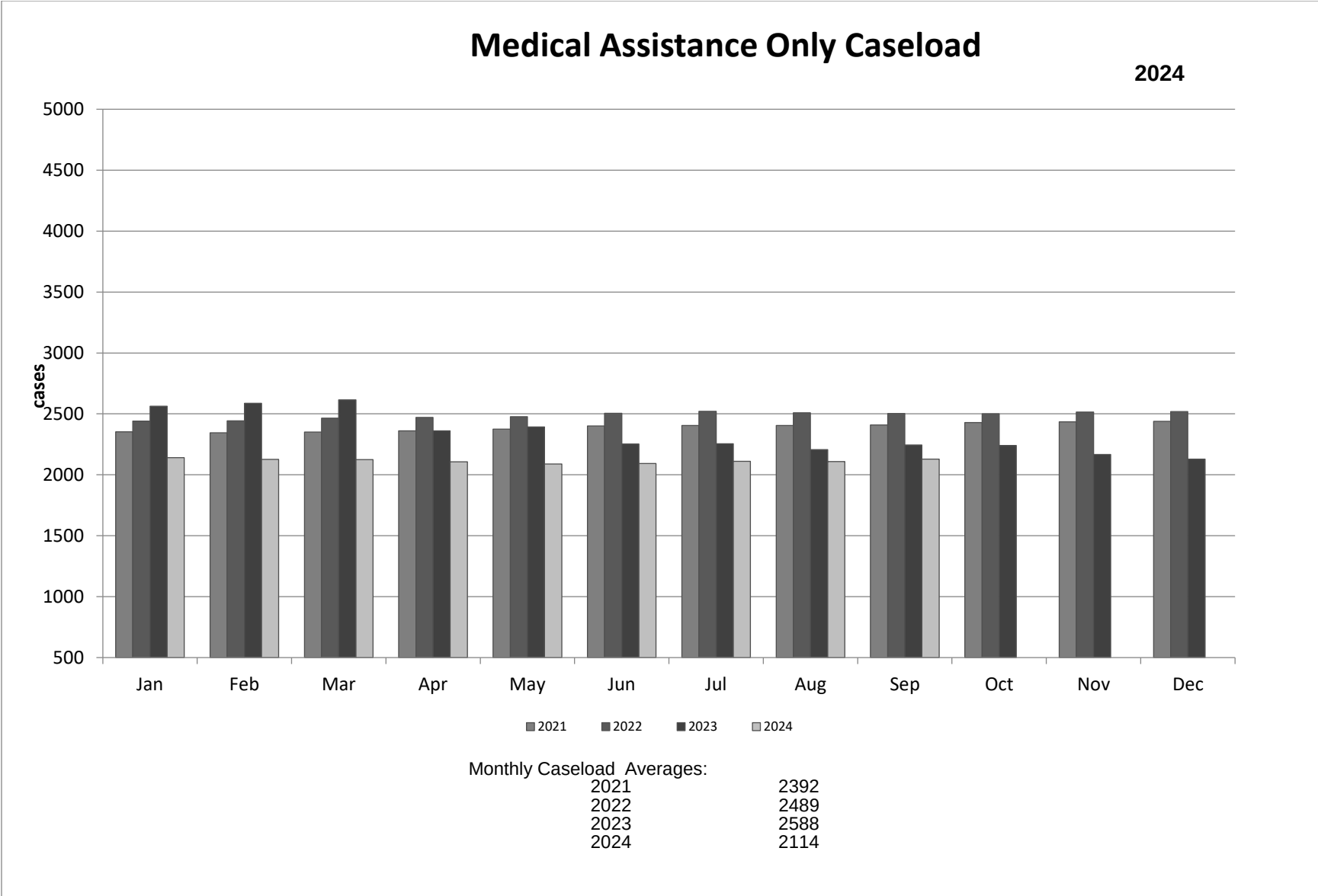
Attachment: October 2024 Report (12588 : Mental Health Monthly Report)

DSS Caseload Statistics

	2023				2024								
	Dec	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept
TA Cases		354	356	353	374	375	359	361	374	378	394	390	391
SNAP Cases		3196	3187	3199	3213	3236	3224	3220	3220	3199	3193	3207	3223
Managed Care Individuals		10192	9899	9502	9261	9092	8938	8736	8592	8479	8736	8592	8479
MA Only Cases													
Medicaid MAGI		563	491	488	470	450	442	434	415	416	434	415	416
Medicaid Chronic Care		1678	1676	1640	1670	1677	1682	1673	1674	1677	1673	1674	1677
MA/SSI Cases		1060	1055	1049	1047	1048	1046	1050	1044	1046	1050	1044	1046
MA Total Cases		3301	3222	3177	3187	3175	3170	3157	3133	3139	3157	3133	3139
Foster Care Total		88	86	84	80	77	73	72	74	77	72	74	77
Adult Services Cases		177	176	175	180	181	183	177	177	178	177	177	178
Long Term Care Cases		40	39	38	40	37	37	37	36	36	37	36	36
CPS Hotline Cases		91	109	88	86	70	95	91	96	93	91	96	93
Child Preventive Cases		74	78	79	85	89	92	87	94	87	87	94	87
Day Care Cases		139	148	150	153	154	158	169	172	180	169	172	180
Services Individual Total		1278	1343	1342	1351	1374	1379	1374	1382	1410	1407	1428	1439
Child Support Cases		2591	2451	2251	2253	2254	2238	2228	2231	2240	2228	2231	2240
Front End Detection Fraud Referrals (FEDS)		47	25	36	39	26	20	33	31	29	33	31	29
Fraud Under Care		7	12	2	6	2	8	5	2	0	5	2	0
Estimated Total Clients		11369	11493	11597	11820	12056	12147	12222	12177	12167	12089	12111	12116

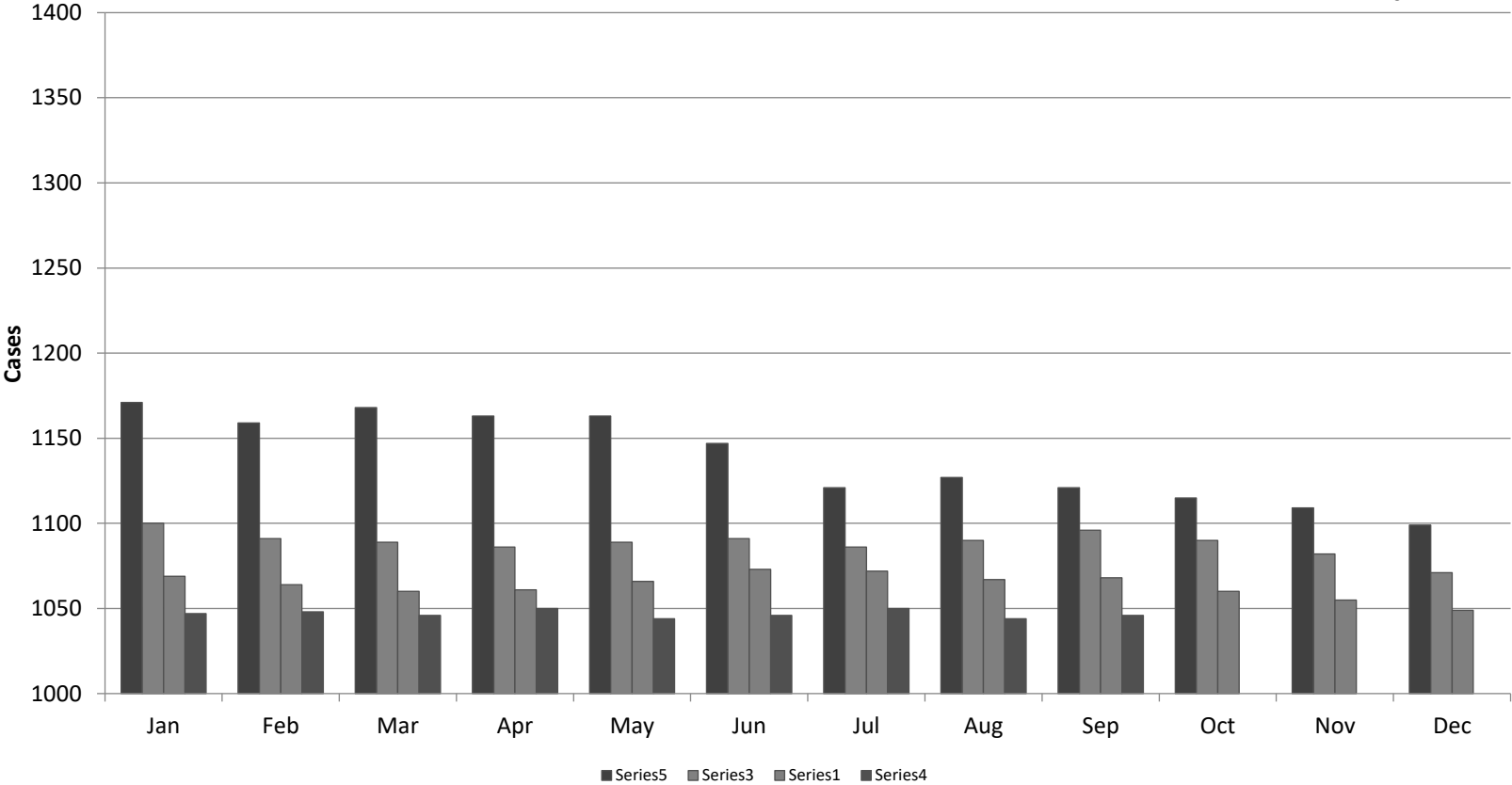






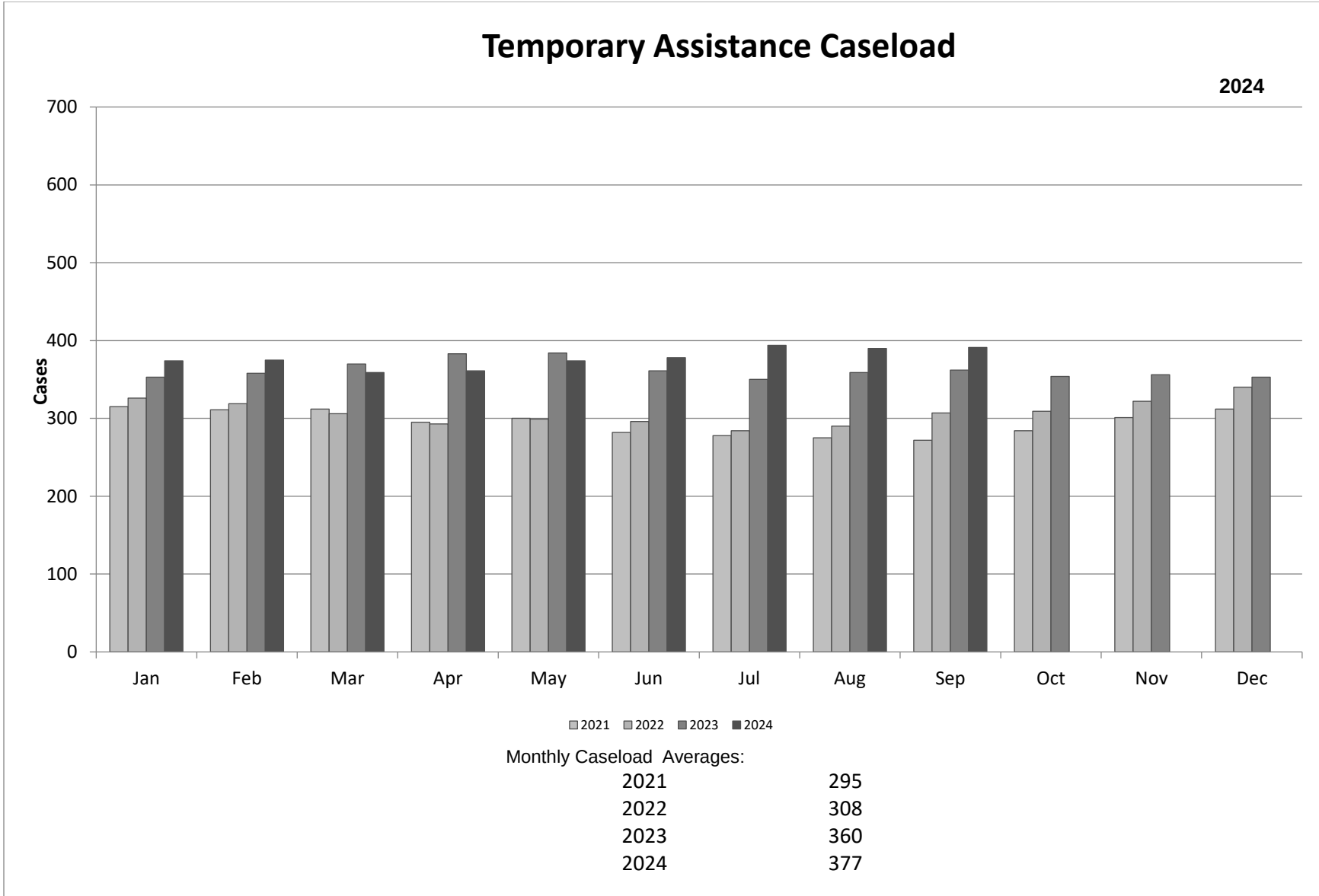
Medical Assistance - Supplemental Security Income Caseload

2024



Monthly Caseload Averages:

2021	1139
2022	1088
2023	1064
2024	1047





Public Health
Prevent. Promote. Protect.

Cortland County Health Department

CORTLAND COUNTY HEALTH DEPARTMENT

COUNTY OFFICE BUILDING
60 CENTRAL AVENUE
CORTLAND, NEW YORK 13045-2746
(607) 753-5036
FAX: (607) 753-5209

<https://www.cortlandcountyny.gov/432/Health-Department>

Nicole Anjeski, MS, MPH
Public Health Director
Lisa Perfetti, BSN, RN
Deputy Public Health Director
Douglas MacQueen, MD, MS, FIDSA
Medical Consultant



Health and Human Services Committee Report November 2024

BOARD OF HEALTH

Bonni C. Hodges, Ph.D.
President

Susan Williams
Vice-President

Marisa Clifford, DMD

Matthew Noble, DO

Erica Skipton, MD

Mary Wright, RN

Ronald VanDee
Legislator

Cheryl Mrozowski
Secretary

REMINDER: Upcoming Rabies Clinic-November 13!

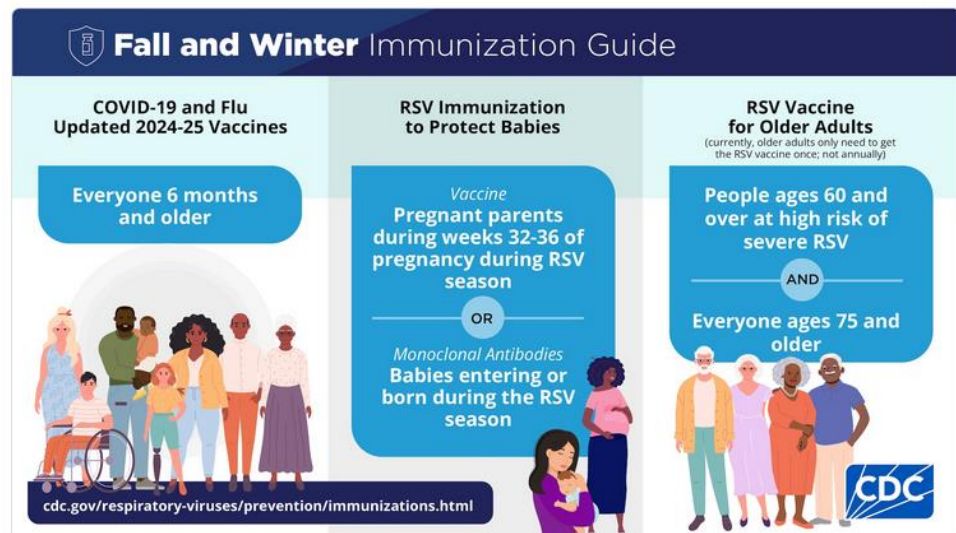
Cortland County Health Department will be hosting its **final FREE rabies vaccination clinic of 2024** on November 13th from 6 to 8pm at the County office building. Another rabies clinic will not be offered until March. If you would like to attend, sign up at the link provided-

www.health.ny.gov/Go2Clinic



Fall and Winter Immunization Guide

- Flu, COVID-19, and respiratory syncytial virus (RSV) cause most hospitalizations from respiratory illness during fall and winter season.
- Staying up to date with immunizations helps protect you from severe illness.
- September and October are good times to get vaccinated, but you can still get vaccinated later in the year if you haven't received your vaccines.



For more information on the immunization for the 2024-2025 Fall and Winter Virus Season visit: [CDC Fall/Winter Virus Immunization Information](https://www.cdc.gov/respiratory-viruses/prevention/immunizations.html)

Vaccine appointments can be made through healthcare providers, pharmacies, or on [vaccines.gov](https://www.vaccines.gov)

Free at-home COVID-19 tests kits available

Free COVID-19 rapid test kits available again. To order free test kits and for more information visit: [ASPR COVID-19 Testing \(covidtests.gov\)](https://www.aspr.hhs.gov/covid-19/testing)

Highlighted Programs



Health Education

Healthy Neighborhoods Program

PURPOSE:

The purpose of this program is to improve the design and maintenance of home environments to promote health, reduce related illnesses, and reduce fall risks among the most vulnerable populations.

ACTIVITIES:

- Conduct home visits to assess, educate, and refer residents to:
 - reduce asthma triggers
 - reduce the incidence of residential fires
 - reduce non - fire related carbon monoxide poisonings
 - increase radon testing
 - reduce the incidence of elevated blood lead levels among children
 - reduce the number of hospitalizations and deaths due to falls among children and residents over 65 years of age.






Health Education

Tobacco Free Zone of Cortland, Tompkins, and Chenango Counties

PURPOSE:

Reduce morbidity and mortality and alleviate the social and economic burden caused by tobacco use in New York State (component of NYS Bureau of Tobacco Control's Advancing Tobacco Free Communities Grant).

ACTIVITIES:

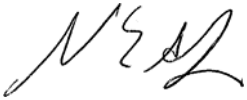
- Use community partnerships to engage local stakeholders, educate community leaders/the public, and mobilize the community to create a demand for and strengthen tobacco related policies that:
 - Reduce the impact of retail tobacco marketing on youth
 - Establish tobacco free community norms through tobacco free outdoor air policies
 - Reduce secondhand smoke exposure through smoke free housing policies
 - Reduce tobacco injury in youth rated movies




Advancing Tobacco Free Communities (ATFC) Grant

The Cortland County Health Department has once again been awarded the ATFC grant in the amount of \$1,675.000 for the grant period of 5/1/2025-4/30/2030. The department has held this competitive grant since 2001. Congrats to our hard working ATFC team-Jen Hamilton, Rose Walsh and ReBecca Main!

Sincerely,



Nicole Anjeski, MS, MPH
Public Health Director