

**CONTRACT BETWEEN COUNTY OF CATTARAUGUS
AND PIONEER CENTRAL SCHOOL DISTRICT
FOR MENTAL HEALTH SOCIAL WORKER SERVICES**

THIS AGREEMENT made this 10th day of January, Two Thousand and Twelve, by and between the COUNTY OF CATTARAUGUS, a municipal corporation organized and existing under the laws of the State of New York, having its county seat and principal offices at 303 Court Street, Little Valley, New York 14755, hereinafter referred to as "County", and PIONEER CENTRAL SCHOOL DISTRICT, a school district organized and existing under the laws of the State of New York, having its principal offices at P.O. Box 639, Yorkshire, New York 14173, hereinafter referred to as "School".

W I T N E S S E T H :

WHEREAS, the County Department of Community Services is desirous of providing a social worker in the Pioneer Central School District for the provision of mental health services, and

WHEREAS, the School is desirous of obtaining the services of a social worker for the provision of mental health services, and

WHEREAS, this contract is authorized by Act 600-2011 of the Cattaraugus County Legislature, now, therefore,

FOR GOOD AND VALUABLE CONSIDERATION, the parties do hereby agree as follows:

1. **Term.** The term of this contract shall commence January 1, 2012 and terminate September 30, 2012.
2. **Amendment Or Termination.** This contract may be amended at any time during the term hereof by mutual written agreement of the parties. This contract may be terminated at any time by either party upon the giving of thirty (30) days written notice to the other party; however, in the event the School defaults in the performance of any of its obligations under this contract, the County may terminate the contract effective upon written notice at any time. However, any termination of this contract shall not relieve the School of its duty to defend, indemnify and hold harmless the County as set forth herein. The County may also terminate this contract immediately if federal or state reimbursement is terminated or not allowed.
3. **Scope Of Services.**
 - 3.1 The County shall provide a social worker in the Pioneer Central School District for the provision of mental health services, which shall include, but not be limited to, assessment and individual and family treatment, at no cost to the School.
 - 3.2 The School shall provide an office, a family meeting room, a phone line and furniture, as well as, a family support staff to work in conjunction with the County staff to meet the needs of families, and special equipment for the county's staff social worker, at no cost to the County.
4. **Non-Assignment.** The School shall not assign, transfer, sublet or otherwise dispose of this contract, or of its right, title or interest in this contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chair of the Cattaraugus County Legislature. An assignment of this contract shall not relieve the assignor of its obligations hereunder. In the event of assignment, all the provisions herein shall be binding upon and inure to the benefit of the respective successors and assignees to the same extent as if each such successor or assignee were named as a party to the contract.
5. **Independent Contractor.** It is intended by both the School and the County that the School's status be that of an independent contractor, and that nothing in this contract be construed to create an employer/employee relationship between the School and the County.

6. **Challenges To Independent Contractor Status.** If the Internal Revenue Service or any other governmental agency questions or challenges the School's independent contractor status, then it is agreed that both the County and the School shall have the right to participate in any conference, discussion, or negotiation with the governmental agency, irrespective of with whom, or by whom, such discussions or negotiations are initiated.

7. **Compliance With Laws.** The School shall perform in accordance with all applicable federal, state and local laws, rules and regulations. All statutory provisions applicable to this contract are hereby incorporated by reference.

8. **Severability.** In the event any provision of this contract shall be or become invalid under any provision of federal, state or local law, such invalidity shall not affect the validity or enforceability of any other provision hereof.

9. **Contract Interest.** No officer or employee of the County, who is authorized in such capacity and on behalf of the County to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity and on behalf of the County to exercise any supervisory or administrative function in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

10. **Confidentiality.** The parties hereto shall require the observance of applicable Federal and State requirements relating to confidentiality of records and information, and each agrees not to allow examination of records or disclose information, except that examination of records by the County and the New York State Office of Mental Hygiene, as may be necessary to assure that the purpose of the agreement will be effectuated, and also to otherwise comply with the County's requirements and obligations under law, will be allowed. Any breach of confidentiality by the Company, its agents or representatives shall be cause for immediate termination of this contract.

11. **Non-Discrimination.** The School agrees to ensure that no person shall on the ground of age, race, creed, color, national origin, sex, sexual preference, or disability be subjected to discrimination. The School agrees to comply with the requirements of the Civil Rights Act of 1964, as amended, with Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations 41 CFR Part 60, and with 44 CFR Part 7 entitled "Nondiscrimination in Federally Administered Programs".

12. **Executory Contract.** It is understood by the parties hereto that this contract shall be deemed executory to the extent that monies are available in the fiscal budget of the Department of Community Services, as approved by the Cattaraugus County Legislature, and to the extent of the availability of applicable monies from the New York State Office of Mental Hygiene, and no liability on account thereof shall be incurred by the County beyond the amount of such monies. It is further understood that neither this contract nor any representation by any County employee or officer creates any legal or moral obligation to request, appropriate or make available monies for the purpose of this contract.

13. **Hold Harmless.** To the fullest extent provided by law, the Contractor shall indemnify, defend and hold the County and all of its agents, consultants, employees, officers, representatives, insurers, successors and assigns (herein "the County") harmless against and from any and all claims, actions, causes of action, suits, proceedings, losses, damages, liabilities, attorneys' fees, costs, expenses, judgments and demands whatsoever, in law or in equity, including but not limited to those arising out of or in connection with any property loss or damage, bodily injury or death, arising out of or in connection with the Contractor's performance of this contract, or from any act, omission, activity, work, or thing done, permitted or suffered or any breach or default in performance by the Contractor.

14. Corporate Compliance And Medicaid Fraud Detection Policies.

14.1 The County has adopted a Corporate Compliance and Medicaid Fraud Detection Policies, copies of which are available from the County Administrator's Offices in Olean and Little Valley, or the County's web site at: www.cattco.org.

14.2 The School has reviewed the standards of conduct and policies and procedures in the Corporate Compliance and Medicaid Fraud Detection Policies.

14.3 The School will require compliance with such standards of conduct and policies and procedures by all persons who provide services to the County on behalf of the School.

14.4 The School shall ensure that each individual providing services under this contract is provided with a copy of the Corporate Compliance and Medicaid Fraud Detection Policies, or given access to such policies.

15. Exclusion Screening.

15.1 The County is committed to maintaining high quality care and service, as well as, integrity in its financial and business operations. Therefore, the County will conduct appropriate screening of providers, employees, independent contractors, vendors, and agents to ensure and verify that they have not been sanctioned/excluded by any federal or state law enforcement, regulatory or licensing contractor.

15.2 The County will also verify that entities and businesses that provide and/or perform services for the County have not been the subject of adverse governmental actions and/or excluded from the federal healthcare programs.

15.3 By signing this contract, the School is attesting to the fact that the School and/or the provider, which the School represents, has not been sanctioned nor excluded by any of the aforementioned entities.

16. Identity Theft Red Flag Rules Compliance.

16.1 In accordance with 16 C.F.R. Part 681, the School agrees to ensure that its activities for the County are conducted in accordance with reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft.

16.2 The School agrees to have in place policies and procedures to detect relevant red flags that may arise in the performance of services on behalf of the County.

16.3 The School agrees to alert the County of any red flag incident of which it becomes aware, and the steps it has taken to mitigate any potential security compromise that may have occurred, and provide a report to the County of any threat of identity theft as a result of the incident.

17. HIPAA Compliance. The School agrees to comply with the HIPAA requirements set forth in Appendices A and B, which are attached hereto and made a part hereof. For purposes of this contract, the phrase "Covered Entity" refers to the County, and the phrase "Business Associate" refers to the School.

APPENDIX A - BUSINESS ASSOCIATE ADDENDUM

A. Covered Entity wishes to disclose certain information to the Business Associate pursuant to the terms of the Agreement, some of which may be Protected Health Information ("PHI") as defined below.

B. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

C. As part of the HIPAA Regulations, the Privacy Rule (defined below) requires Covered Entity to enter into a contract with Business Associate containing specific requirements prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Addendum.

D. If Covered Entity and Business Associate engage in the direct exchange of electronic data involving PHI, Covered Entity and Business Associate shall comply with the chain of trust partner requirements of the Security Rule (defined below).

E. If Covered Entity and Business Associate engage in the direct exchange of electronic data in connection with a HIPAA Standard Transaction, Covered Entity and Business Associate shall also comply with the trading partner requirements of the Electronic Transactions and Code Sets Rule (defined below).

In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. Definitions.

a. Business Associate shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 160.103.

b. Covered Entity shall have the meaning given to such term under the Privacy Rule, including, but not limited to 45 CFR § 160.103.

c. Data Aggregation shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.

d. Designated Record Set shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.

e. Disclosing Party shall mean the party that is disclosing Protected Health Information to another party pursuant to the Agreement.

f. Electronic Transactions and Code Sets Rule shall mean the HIPAA Regulation that is codified at 45 CFR Part 162.

g. Health Care Operations shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR § 164.501.

h. Individual shall have the same meaning as the term "Individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

i. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164.

j. Protected Health Information or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual, and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the

Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 CFR 164.501.

k. Receiving Party shall mean the party that is receiving PHI from another party pursuant to this Agreement.

l. Security Rule shall mean the HIPAA Regulation that is codified at 45 CFR Part 142.

m. Standard Transactions shall mean a transaction that complies with the applicable standard set forth in 45 CFR Part 162.

2. Obligations of Business Associate.

a. Permitted Uses. Business Associate shall use and/or disclose PHI only as permitted or required by this Addendum or as otherwise required by law. Business Associate shall not use PHI in any manner that would constitute a violation of the Privacy Rule if so used by Covered Entity, except that Business Associate may use PHI (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) to report violations of law to appropriate federal and state authorities consistent with 45 CFR § 164.5020(1), or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

b. Permitted Disclosures. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule if disclosed by Covered Entity, except that Business Associate may disclose PHI (i) in a manner permitted pursuant to the Agreement and Addendum, (ii) for the proper management and administration of Business Associate; (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity. To the extent that Business Associate discloses PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from such third party that such PHI will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) an agreement from such third party to immediately notify Business Associate of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

c. Appropriate Safeguards. Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities.

d. Reporting of Improper Use or Disclosure. Business Associate shall report to Covered Entity in writing any use or disclosure of PHI otherwise than as provided for by the Agreement and this Addendum within five (5) days of becoming aware of such use or disclosure. Business Associate shall establish procedures for mitigating the harmful effects of improper use or disclosure of PHI and implement reasonable mitigation steps as requested by Covered Entity if an improper use or disclosure occurs.

e. Business Associate's Agents/Subcontractors. Business Associate may disclose PHI to and permit the use of PHI by its employees, contractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services for or on behalf of Covered Entity. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree in writing to the same restrictions and conditions that apply to Business Associate with respect to such PHI. Business Associates shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation.

f. Access to PHI. Business Associate shall make PHI maintained by Business Associate or its agents or subcontractors in Designated Records Sets available to Covered Entity, or as directed by Covered Entity to an Individual, for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524.

g. Amendment of PHI. Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set, Business Associate or its agents or subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.526. If any Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, Business

Associate must notify Covered Entity in writing within five (5) days of the request. Any denial of amendment of PHI maintained by Business Associate or its agents or subcontractors shall be the responsibility of Covered Entity.

h. **Accounting Rights.** Within ten (10) days of notice by Covered Entity of a request for an accounting of disclosures of PHI, Business Associate and its agents or subcontractors shall make available to Covered Entity or, as directed by Covered Entity to an Individual, the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.528. As set forth in, and as limited by, 45 CFR § 164.528, Business Associate shall not provide an accounting to Covered Entity of disclosures: (i) to carry out treatment, payment or health care operations, as set forth in 45 CFR § 164.502; (ii) to Individuals of PHI about them as set forth in 45 CFR § 164.502; (iii) to persons involved in the Individual's care or other notification purposes as set forth in 45 CFR § 164.510; (iv) for national security or intelligence purposes as set forth in 45 CFR § 164.512(k)(2); (v) when an Individual has authorized the release of PHI as set forth in 45 CFR § 164.528(a)(1); (vi) when the information is a limited data set as set forth in 45 CFR § 164.514(e)(2); (vii) that are merely incidental to another permissible use or disclosure as set forth in 45 CFR § 164.502(a)(1)(iii); or (viii) to correctional institutions or law enforcement officials as set forth in 45 CFR § 164.512(k)(5). Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, but not before the compliance date of the Privacy Rule. At a minimum, such information shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing. It shall be Covered Entity's responsibility to prepare and deliver any such accounting requested. Business Associate shall not disclose any PHI except as set forth in Section 2(b) of this Addendum.

i. **Governmental Access to Records.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with the Privacy Rule. Business Associate shall provide to Covered Entity a copy of any PHI, policies and procedures or other documentation that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.

j. **Minimum Necessary.** Business Associate (and its agents or subcontractors) shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

k. **Data Ownership.** Business Associate acknowledges that Business Associate has no ownership rights with respect to the PHI.

l. **Retention of PHI.** Notwithstanding Section 6(d) of this Addendum, Business Associate and its subcontractors or agents shall retain all PHI throughout the term of the Agreement and shall continue to maintain the information required under Section 2(h) of this Addendum for a period of six (6) years after termination of the Agreement.

m. **Business Associate's Insurance.** Business Associate shall obtain and maintain at its expense adequate liability insurance coverage for all services or functions performed by Business Associate pursuant to this Agreement, and shall provide to Covered Entity proof of such insurance coverage upon request.

n. **Notification of Breach.** During the term of the Agreement, Business Associate shall notify Covered Entity within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Business Associate shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Addendum for the purpose of determining whether Business Associate has complied with this Addendum; provided, however, that (i) Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall

execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, Business Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement.

3. Obligations of Covered Entity. With regard to the use and/or disclosure of PHI by Business Associate, Covered Entity hereby agrees:

a. to inform Business Associate of any changes in the form of Notice of Privacy Practices (the "Notice") that Covered Entity provides to Individuals pursuant to 45 CFR § 164.520, and provide Business Associate a copy of the Notice currently in use.

b. to inform Business Associate of any changes in, or withdrawal of, authorization provided to Covered Entity by Individuals pursuant to 45 CFR § 164.508 to the extent that such changes may affect Business Associate's use or disclosure of PHI.

c. to inform Business Associate of any opt-outs exercised by an Individual from fundraising activities of Covered Entity pursuant to 45 CFR § 164.514 (e) if Business Associate's services involve fundraising.

d. to notify Business Associate, in writing and in a timely manner, of any arrangements permitted or required of Covered Entity under 45 CFR Parts 160 and 164 that may impact in any manner the use and/or disclosure of PHI as provided for in 45 CFR § 164.522 agreed to by Covered Entity.

4. Termination.

a. **Material Breach.** A breach by Business Associate of any material provision of this Addendum, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement by Covered Entity.

b. **Reasonable Steps to Cure Breach.** If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under the provisions of this Addendum or another arrangement and does not terminate the Agreement, then Covered Entity shall take reasonable steps to cure such breach or end such violation, as applicable. If Covered Entity's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall either (i) terminate the Agreement, if feasible or (ii) if termination of the Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary of the Department of Health and Human Services.

c. **Judicial or Administrative Proceedings.** Either party may terminate the Agreement, effective immediately, if (i) the other party is named as a defendant in a criminal proceeding for a violation of HIPAA, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the other party has violated any standard or requirement of HIPAA, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been named.

d. **Effect of Termination.** Upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this Addendum to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

5. Indemnification. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its respective employees, directors, officers, subcontractors, and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees) suffered by Covered Entity arising from or in connection with any breach of this Addendum, or any negligent or wrongful acts or omissions in connection with this Addendum, by Business Associate or its employees, directors, subcontractors, or agents. This indemnification obligation shall survive the expiration or termination of the Agreement.

6. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA Regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

7. **Certification.** To the extent that Covered Entity determines that such examination is necessary to comply with Covered Entity's legal obligations pursuant to HIPAA relating to certification of its security practices, Covered Entity or its authorized agents or contractors, may, at Covered Entity's expense, examine Business Associate's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to Covered Entity the extent to which Business Associate's security safeguards comply with HIPAA, the HIPAA Regulations or this Addendum.

8. **Amendment.**

a. **Amendment to Comply with Law.** The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the Privacy Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the Privacy Rule or other applicable laws. Covered Entity may terminate this Addendum upon thirty (30) days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Addendum when requested by Covered Entity pursuant to this Section or (ii) Business Associate does not enter into an amendment to this Addendum providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the Privacy Rule.

b. **Written Amendment Required** This Addendum may not be modified or amended except by a writing duly signed by authorized representatives of the parties.

9. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to Covered Entity, at no cost to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered Entity, its directors, officers or employees based upon a claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

10. **No Third-Party Beneficiaries.** Nothing express or implied in this Addendum is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

11. **No Waiver.** No waiver of a breach of any provision of this Addendum shall be construed to be a waiver of any breach of any other provision of this Addendum or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

12. **Effect on Agreement.** Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the Agreement shall remain in force and effect.

13. **Severability.** If any section or portion of this Addendum shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Addendum.

14. **Interpretation.** The provisions of this Addendum shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Addendum. This Addendum and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and the Privacy Rule. The parties agree that any ambiguity in this Addendum shall be resolved to permit Covered Entity to comply with HIPAA and the Privacy Rule.

APPENDIX B - BUSINESS ASSOCIATE

SECURITY RULE ADDENDUM

This Addendum is required by the Security Regulation promulgated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Addendum shall supplement, and to the extent necessary, modify the terms and conditions of the Business Associate Agreement signed by the parties (the "Agreement"), which is attached hereto and incorporated herein by reference.

I. The parties agree to be bound by the following terms and conditions which are made a part of the Agreement. In the event of any inconsistency between the terms and conditions of this Addendum and the Agreement, the terms and conditions of this Addendum shall govern and control.

II. The Business Associate agrees to:

- a. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity;
- b. Ensure that any agent, including a subcontractor, to whom it provides such Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it;
- c. Report to the Covered Entity any security incident of which it becomes aware; and
- d. Authorize termination of the contract by the Covered Entity, if the Covered Entity determines that the Business Associate has violated a material term of the Agreement.

Dear Maria,

Congratulations! Your group has been selected to receive a 2011-2012 Lowe's Toolbox for Education grant from the Lowe's Charitable and Educational Foundation (LCEF).

Your grantee kit will be sent to you at the school via United Parcel Service (UPS). Please watch for it to arrive between the 20th and the 31st of January. If you would like to follow the progress of your package, [click here](#), look for "Track by Reference #" and enter the following reference number: LOF1143808

Please make note of the arrival dates listed above for your grantee packet. We have experienced an increase in the number of schools that have lost their award packets including the grant check. As such, we will charge a replacement fee of \$75 (deducted from your grant award) if your grantee packet needs to be reissued. Due to the volume of grants awarded by the LCEF, the replacement packet won't be sent out until the next grant cycle. Thank you.

Your kit will include:

- your grant check
- a flyer with several tools for you to announce your successful grant application
- a ready-to-frame certificate

Project name: A Safe and Inviting Library

Amount awarded: \$4,565.00

And look for two large Grant Success posters in a separate USPS mailing tube. These are perfect for celebrating this honor at your school.

You can visit the Toolbox website after February 1st to determine your closest store and the name of the store manager. This information plus useful tips and more customizable tools can be found on the "[Winner's Circle](#)" section of the [Lowe's Toolbox site](#).

We applaud your dedication to improving your school. We wish you much success and look forward to hearing about your progress. Within the next few months we will be contacting you via email to find out how you are progressing with your project. Your timely response and feedback will be critical to the continued success of the program.

Toolbox for Education grants are reserved for approved school improvement projects that can be completed within one year of grant receipt. It is Lowe's hope that the project will be completed as outlined in the awarded application. However, we do understand that sometimes minor changes need to be made to the original

proposal. If your scheduled completion date or your project plans change, please contact us to discuss alternative solutions.

If you have questions about your Toolbox for Education grant, the folks at PTO Today are ready to help. Please feel free to contact them via e-mail or at 800-644-3561 x210.

Sincerely,

Kelly Persons
Community Relations
Lowe's Companies, Inc

Spam

Not spam

Forget previous vote

This email was sent by: School Family Media & PTO Today
100 Stonewall Blvd., Suite 3 Wrentham, MA 02093 USA

Important: If you unsubscribe, you will be unsubscribed from ALL future emails, not just ones about this specific topic of interest. To unsubscribe [click here](#)

IROQUOIS CENTRAL SCHOOL DISTRICT
P.O. Box 32
Elma, New York 14059

CONTRACT FOR HEALTH AND WELFARE SERVICES

THIS AGREEMENT made in duplicate this **26th day of January 2012** by and between the Board of Education of Yorkshire-Pioneer Central School District, party of the first part, and the Board of Education of Iroquois Central School District, County of Erie, New York, party of the second part.

WITNESSETH, That whereas the party of the first part has been duly empowered under Education Law, Section 912, to enter into a contract for the purpose of providing health services for pupils residing in said school district and attending nonpublic schools in the Iroquois Central School District, to begin 9/1/11 and end 6/30/12.


NOW THEREFORE, The said party of the first part hereby agrees to pay the party of the second part the sum of \$1,012.24 for health services to be provided for two (2) child(ren) attending classes in said Iroquois Central School District.

AND the party of the second part agrees with the party of the first part as follows:

1. That the services to be provided shall consist of the following in accordance with Section 912: physician services, nurse services, school psychologist services, clerical and personnel services.
2. The party of the second part will also furnish the following equipment to be used in providing such services if requested by the authorities in charge of the nonpublic school: supplies and equipment for use by physician, nurse, psychologist, (for example: scales, vision and hearing testing devices, health record forms, first aid supplies and all other readily transportable equipment and supplies and supplies pertaining to delivery of services).

IT IS EXPRESSELY AGREED that this contract shall not become valid and binding upon either party thereto until the same be approved by the superintendent of schools.

IN WITNESSETH THEREOF, the parties have hereunto set their hands the day and year above written.



Douglas R. Scofield
Superintendent
Iroquois Central School District

1/25/12

Date

Superintendent
Yorkshire-Pioneer Central School District

Date

IROQUOIS CENTRAL SCHOOL DISTRICT
P.O. Box 32
Elma, New York 14059

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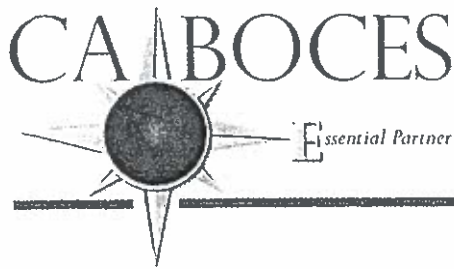
Douglas R. Scofield
Superintendent
Iroquois Central School District



Date

Superintendent
Yorkshire-Pioneer Central School District

Date



Robert D. Olczak, Ed.D.,
District Superintendent
and Chief Executive Officer

Lynda M. Quick,
Assistant Superintendent

1825 WINDFALL ROAD • OLEAN, NY 14760 • 716-376-8200 • WWW.CABOCES.ORG

To: Robert Olczak, Ed.D.
From: April Shelton
Re: Sale of Vehicles to Component Schools
Date: January 27, 2012

The following lists the details of the sale of BOCES automobiles to the component school districts. Based on interest and eligibility, drawings were not necessary this year.

Please have the Board **APPROVE** the sale of the awarded vehicles as listed.

Item #1	2007 Ford Pickup (Gold)	Randolph Academy	\$19,050
Item #3	2010 Chrysler T & C (Silver)	Franklinville Central	\$13,567
Item #4	2010 Chrysler T & C (Blue)	Scio Central	\$13,317
Item #5	2010 Chrysler T & C (Silver)	Genesee Valley Central	\$13,083
Item #6	2009 Dodge Charger (Gray)	Pioneer Central	\$11,383
Item #7	2007 Chevrolet Uplander (Blue)	Randolph Central	\$ 8,233

BOCES will be generating invoices prior to June 1, 2012. School districts will be obligated to pay upon receipt of vehicle. The district also has the option of paying prior to receipt of vehicle if it wants to pay in this fiscal year. The vehicles will not be distributed to the school districts until BOCES is in receipt of our replacement vehicles. In some cases, when the vehicles are used for the summer Driver Education program, the vehicles will not be distributed until the end of August.

Please call me at (716) 376-8226 with any questions. Thank you for your continued support of this program.

Cc: Lynda Quick
Thomas Potter
Chief School Officers

April Shelton, Purchasing Agent

FINANCE DIVISION
CENTER AT OLEAN • 1825 WINDFALL ROAD • OLEAN, NY 14760
(716) 376-8226 • fax (716) 376-8455
April_Shelton@caboces.org

ACCESS, UTILITY AND CONSTRUCTION STAGING EASEMENT

THIS ACCESS, UTILITY AND CONSTRUCTION STAGING EASEMENT is made this ____ day of January, 2012 between **NICHOLS, LONG & MOORE CONSTRUCTION, CORP.**, a New York corporation with a principal office located at 149 Gunnville Road, Lancaster, NY 14086 (“Grantee”) and **YORKSHIRE-PIONEER CENTRAL SCHOOL DISTRICT**, a centralized school district with an address of 12125 County Line Road, Yorkshire, New York 14173 (“Grantor”)

WITNESSETH:

WHEREAS, the Grantor owns in fee a certain parcel of land situated **on the east side of West Street** in the **Village of Arcade**, County of **Wyoming**, State of **New York**, being part of **Tax Map #183.13-1-42** (the “Property”).

WHEREAS, the Grantee has requested a temporary easement over and across a portion of the Property immediately adjacent to West Street (the “Construction Staging Area”), for the purpose of construction staging in conjunction with the construction of the of the West Street Bridge Replacement for Wyoming County Department of Highways (the “Project”).

NOW THEREFORE, for good and valuable consideration of One Dollar (\$1.00), the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantees hereby agree as follows:

1. Grant of Easement. Grantor hereby grants to Grantee a non-exclusive, temporary easement appurtenant to, over, in, upon and across the Construction Staging Area for the purpose of staging the construction of the Project. Grantee is permitted to store equipment and tools on the Construction Staging Area near the Bridge. Grantee must access the Construction Staging Area via West Street.

2. Term. This Easement shall commence on January ____ 2012 (the “Commencement Date”) and terminate on November 30, 2012 (the “Termination Date”).

3. Security. It is a condition of this Grant that the Grantee shall pay the cost of guarding adequately all excavations made by the Grantees under this Grant and pay the cost to restore or repair any damage done by Grantee to the property of the Grantor. Prior to commencing use of the Construction Staging Area for staging purposes, Grantee must erect a chain-link fence around the Construction Staging Area. The location of such fence shall be subject to Grantor’s consent, not to be unreasonably withheld or delayed.

4. Insurance. The Grantee must obtain and provide to such insurance requirements as set forth on **Exhibit A**, attached hereto.

5. Liens. Grantee will not permit any mechanics', materialmens' or other liens to stand against Grantor's property for work or materials furnished in connection with the easement rights, and the Grantee agrees to defend, indemnify and hold owner harmless from the same (including attorney's fees).

6. Restoration. If the surface of the Construction Staging Area or of Grantor's property or if any improvements thereon are disturbed by Grantee's activities at any time, the surface and improvements shall be promptly restored by the Grantee to its prior condition.

7. Subleases and Licenses. Without the prior consent of Grantor, Grantee shall have no right to sublet or license to any other person or entity the use of the easement area or their rights granted under this Easement, and shall not permit or suffer any other person or entity to use the Construction Staging Area.

8. Legal Compliance. The Grantee represents and warrants to Grantor that they have complied and will comply with all federal, state and local laws with regard to the construction of the Project, including, without limitation, having all applicable permits and approvals to undertake the Project and ensuring that the Project and future additions to the Project will not result in any significant adverse environmental impacts as contemplated by the New York State Environmental Quality Review Act or any other applicable law. If any environmental resources, such as, but not limited to, wetlands or archaeological resources, are found at any point during the construction or other activity related to the Improvements, Grantee shall stop work and take all necessary steps to assess the potential for impacts and requirements for permits and approvals and to mitigate or avoid impacts, as warranted, and obtain permits and approvals, as necessary. Grantee agree, on behalf of themselves, their successors and assigns, that they shall indemnify, defend and hold Grantor harmless against any costs, or expenses, including attorneys' fees and costs, arising out of the breach on their respective parts of any representations, warranties or agreements contained in this **Section 8**.

[Remainder of page intentionally left blank. Next page is the signature page.]

GRANTOR:

**YORKSHIRE-PIONEER CENTRAL SCHOOL
DISTRICT**

By:
Name:
As:

**NICHOLS, LONG & MOORE
CONSTRUCTION, CORP.**

By:
Name:
As:

SCHEDULE A

INSURANCE REQUIREMENTS FOR YORKSHIRE-PIONEER SCHOOL DISTRICT (THE "DISTRICT")

Nichols, Long & Moore Construction, Corp. (the "Contractor") shall provide current Certificates of Insurance and accompanying documents as described herein for the District's approval prior to District's signing of contract(s).

- A. "Certificate Holder" shall be **Yorkshire-Pioneer School District** at the mailing address of P.O. Box 579, Yorkshire, New York 14173.
- B. Coverage must comply with all specifications of the contract.
- C. All insurance documents must be executed with *authorized* signatures.
- D. The Contractor's required liability policies must be endorsed to provide that any Notice of Cancellation or Notice of Non-Renewal given to the First Named Insured shall also be given to the Additional Insureds for this project. **A copy of such endorsement(s) must be furnished to the Certificate Holder.**
- E. Failure of the District to object to the Contractor's failure to furnish a Certificate or other evidence of the required insurance coverages, object to any defect in such Certificate or other evidence of coverage, or demand receipt of such Certificate or other evidence of coverage shall not be deemed a waiver of Contractor's obligation to furnish the required insurance coverages described herein.
- F. The Contractor's liability and indemnification of the District shall not be relieved or diminished by the Contractor securing insurance coverage in accordance with the District's requirements. Any approval by the District of such insurance coverage shall not be construed as accepting in any way the deficiencies in the Contractor's insurance.
- G. In addition to Certificates of Insurance and other documents, the Contractor shall provide to the District and other Certificate Holders, on a timely basis, copies of any subsequently issued endorsement(s) that amend coverages or limits.
- H. When any required insurance shall expire, due to the attainment of a normal expiration or renewal date, the Contractor will supply the District with Certificates of Insurance and accompanying documents evidencing continuation of coverage in the same manner, limits of protection and scope as provided by the previous policy.
- I. The Contractor will assure that any and all contractors retained by the Contractor carry and maintain insurance with reasonably prudent limits and coverage in light of the work to be performed by each such contractor.

The CONTRACTOR agrees:

To secure and maintain, at the CONTRACTOR'S own expense, all insurance coverage required

herein from one or more insurance companies that are licensed to write such insurance in New York State or are eligible non-admitted insurers, per the current Excess Line Association of New York's (ELANY) official list. Insurers must carry an A.M. Best "Secure" rating of B+ or better. The CONTRACTOR'S Insurance shall include the following, and shall be written with limits no less than hereinafter specified:

COMMERCIAL GENERAL LIABILITY

Occurrence based **Commercial General Liability** coverage to include bodily injury, personal injury, and property damage applicable to **ongoing operations, products & completed operations, and contractual liability, all with a per-project aggregate endorsement.**

General Aggregate	\$2,000,000
Products & Comp/Op. Aggregate	\$2,000,000
Personal & Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage (any one fire)	\$ 50,000
Med. Expense (any one person)	\$ 5,000

If the work on this project involves handling or disturbance of asbestos or other hazardous materials, the CONTRACTOR shall provide bodily injury and property damage liability insurance applicable to this hazardous operation, covering both **ongoing operations and products & completed operations**, at limits not less than:

If covered by this CONTRACTOR'S umbrella/excess liability policy:

General Aggregate	\$1,000,000
Each Occurrence or Incident	\$1,000,000

If NOT covered by this CONTRACTOR'S umbrella/excess liability policy:

General Aggregate	\$11,000,000
Each Occurrence or Incident	\$11,000,000

Products & Completed Operations coverages MUST be maintained in force for a minimum of 2 years following Final Completion of the Project.

Additional Insured:

Coverage as outlined above *and in the Excess Liability or Umbrella Liability policy or coverage section* shall also be written or endorsed so as to apply to the following as **ADDITIONAL INSURED on a primary and non-contributory basis:**

“Yorkshire-Pioneer Central School District and its employees, interim administrators, authorized volunteers and committee members, student teachers, auxiliary instructors and members of the Board of Education are hereby named as Additional Insured.”

This Additional Insured coverage must be effected through the use of *either* Form CG 20 26 *or* CG 20 10 and CG 2037 together. The CG 20 10 alone is NOT acceptable. Equivalent language must be used to effect this coverage in the Umbrella/Excess Liability policy, as well. The Certificate of Insurance must clearly state how coverage is effected in the Umbrella/Excess Liability layer. **Certificates of Insurance must show the form numbers that are used to effect all of the Additional Insured coverages. A copy of the actual policy language that effects this coverage in each policy must be provided to the DISTRICT with the Certificate of Insurance.**

AUTOMOBILE LIABILITY INSURANCE

Bodily Injury and Property Damage, coverage for the CONTRACTOR as the owner or the lessee of automobiles, trucks, trailers, self-propelled Contractor’s equipment and all other owned, hired and non-owned vehicles registered for use on the public highway and/or used in operations relating to work under contract.

Combined Single Limit	\$1,000,000
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EXCESS LIABILITY AND/OR UMBRELLA LIABILITY COVERAGE

Each Occurrence	\$10,000,000
Aggregate	\$10,000,000

Additional Insured:

The Additional Insured must be exactly the same in the Umbrella/Excess Liability coverage as in the General Liability.

The use “following form” wording generally does NOT meet the *primary and non-contributory* coverage requirement for Additional Insureds. This primacy of coverage aspect of the Additional Insured's coverage is typically addressed in the “Other Insurance” paragraph(s) of the policy’s CONDITIONS Section and often requires an amending endorsement to effect coverage on a *primary and non-contributory* basis.

OWNER’S PROTECTIVE LIABILITY POLICY, with XCU exclusion deleted.

Named Insured: Yorkshire-Pioneer Central School District.

Each Occurrence	\$2,000,000
Aggregate	\$4,000,000

WORKERS COMPENSATION AND EMPLOYER’S LIABILITY INSURANCE, including coverage required by the laws of New York State as further described herein.

WORKERS’ COMPENSATION REQUIREMENTS UNDER WCL SECTION 57

To comply with coverage provisions of the Workers' Compensation Law, businesses must:

- A) be legally exempt from obtaining workers' compensation insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured or participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing Section 57 of the Workers' Compensation Law, businesses requesting permits or seeking to enter into contracts MUST provide ONE of the following forms to the government entity issuing the permit or entering into a contract:

- A) CE-200, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR
CE-200, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage;
(Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

Form CE-200 is available on the Board's website, www.wcb.state.ny.us under the heading "WC/DB Exemptions Form CE-200". This form may also be obtained by writing or visiting any District Office of the Workers' Compensation Board., OR

- B) C-105-2 - Certificate of Workers' Compensation (the business' insurance carrier will send this form to the government entity upon request). The State Insurance Fund provides its own version of this form, the U-26.3; **OR**
- C) SI-12 - Certificate of Workers' Compensation Self-Insurance (the business calls the Boards' Self-Insurance Office at 518-402-0247), OR GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the government entity upon request).

DISABILITY BENEFITS REQUIREMENTS UNDER WCL SECTION 220 SUBD. 8

To comply with coverage provision of the Disability Benefits Law, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage; or
- B) obtain such coverage from insurance carriers; or
- C) be self-insured

Accordingly, to assist State and municipal entities in enforcing Section 220 Subd. 8 of the Disability Benefits Law, businesses requesting permits or seeking to enter into contracts MUST provide ONE of the following forms to the entity issuing the permit or entering into a contract:

- A) CE-200, Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required; OR

CE-200, Affidavit That An OUT-OF-STATE OR FOREIGN EMPLOYER Working In New York State Does Not Require Specific New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage; (Affidavits must be stamped as received by the N.Y.S. Workers' Compensation Board)

Form CE-200 is available on the Board's website, www.wcb.state.ny.us under the heading "WC/DB Exemptions Form CE-200". This form may also be obtained by writing or visiting any District Office of the Workers' Compensation Board.; OR

- B) Either the DB-120.1 - Certificate of Disability Benefits Insurance OR the DB-820/829 Certificate/Cancellation of Insurance (the business' insurance carrier will send one of these forms to the government entity upon request); OR
- C) DB-155 - Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247).

006534/00005 Business 8911185v2