

DRAFT

**BOARD AGENDA
BUSINESS MEETING**

Thursday, March 17, 2022
7:00 PM In the School Cafeteria

CV-S Central School
Cherry Valley, NY

I. OPENING OF MEETING

A. QUORUM CHECK

B. CALL TO ORDER

C. PLEDGE OF ALLEGIANCE

D. SPECIAL PRESENTATIONS - Community Service, Student Representative, Administration & Board Committee Reports

E. ADDITIONS TO AGENDA

F. CORRESPONDENCE RECEIVED

G. SUPERINTENDENT'S REPORT

H. RECOGNITION OF VISITORS

II. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

III. CONSENT AGENDA ITEMS – Consider motion to approve consent agenda items to include RESOLUTIONS #1-3-2022 through RESOLUTION #10-3-2022

A. RESOLUTION 1-3-2022
APPROVAL OF MINUTES – February 22, 2022

B. RESOLUTION 2-3-2022
ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – February 2022

C. OTSEGO COUNTY DEPARTMENT OF SOCIAL SERVICES
RESOLUTION 3-3-2022
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the agreement with the Otsego County Department of Social Services as per ATTACHMENT III C.

D. ADOPTION OF THE 2022-2023 LIBRARY PROPOSITION

RESOLUTION 4-3-2022

RESOLVED, that pursuant to Education Law, Section 259, the Board of Education of the Cherry Valley-Springfield Central school District is authorized to levy and collect an annual tax, year after year, separate and apart from the annual school district budget, in the amount of \$60,000, of which \$30,000 shall be paid to Cherry Valley Memorial Library and \$30,000 will be paid to Springfield Library for the support and maintenance of the libraries; with this appropriated amount to be the annual appropriation until thereafter modified by a futurtre vote of the electors of the Cherry Valley-Springfield Central School District.

E. PERSONNEL

RESOLUTION 5-3-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby accept the resignation of Wayne Valentine as a Building Maintenance Worker effective March 9, 2022.

RESOLUTION 6-3-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Kenneth Edick to a position as a Building Maintenance Worker for a probationary period effective March 14, 2022 through September 14, 2022.

RESOLUTION 7-3-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Andrew Vaughn to a position as a Cleaner for a probationary period effective March 14, 2022 through September 14, 2022.

RESOLUTION 8-3-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following as a weight room monitor for the 2021-2022 school year:

Bruce Andrews

RESOLUTION 9-3-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint the following Extracurricular assignments for the 2021-2022 school year:

Varsity Boys & Girls Track and Field - Danielle Connors
Auditorium Stage Lighting (Spring Play Only) - Kelly Oram
Marching Band - Ushuaia Diaz
Tutor - Kylie Burger

RESOLUTION 10-3-2022

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby approve the following as a volunteer for the remainder of the 2021- 2022 school year:

Hope Lowry

IV. NEW BUSINESS

V. OLD BUSINESS

VI. PROPOSED EXECUTIVE SESSION SUBJECT TO BOARD APPROVAL

- Matters leading to the employment of particular individual(s)
- Employment history of particular individual(s) or corporation(s)
- Review recommendations made by the Committee on Preschool Special Education and the Committee on Special Education

VII. ADJOURNMENT

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 20____, by and between the COUNTY OF OTSEGO, a municipal corporation, having its office and principal place of business located at 197 Main Street, Cooperstown, NY, hereinafter referred to as COUNTY, and Cherry Valley - Springfield Central School District, having its office located at PO Box 485, Cherry Valley, NY 13320, here in after referred to as CONTRACTOR.

WITNESSETH:

WHEREAS, the Board of Education of the Cherry Valley – Springfield Central School District has proposed to contract with the COUNTY on a year-to-year basis for the service of one (1) child welfare services caseworker for maintaining an on-site office within the school; and

WHEREAS, the COUNTY has expressed a willingness to provide the services of a child welfare caseworker; and

WHEREAS, by Resolution 32-20220105, duly adopted by the Otsego County Board of Representatives on the 5th day of January 2022, which is attached hereto and made a part hereof, the Commissioner of Social Services was authorized to enter into a contract with CONTRACTOR.

NOW, THEREFORE, in consideration of the mutual promises, terms and obligations hereafter made, as well as other good and valuable consideration, the COUNTY and the CONTRACTOR mutually agree and obligate themselves as follows:

1. PURPOSE. To enter into a written contract setting forth the terms and obligations of each of the parties in providing child welfare services to children and families.
2. GOODS AND/OR SERVICES TO BE PERFORMED. The CONTRACTOR shall acquire, from the COUNTY, certain goods and/or services, the same to be in accordance with the terms and conditions of Exhibits "A" and "A-1", attached hereto and made a part hereof.
3. TERM. (For Services) The term of this contract shall commence January 1, 2022 and shall continue until December 31, 2022.
4. PRICE. See Exhibit "B" attached.
5. STANDARD PROVISIONS. Exhibit "C" (Standard Provisions) is attached hereto and made a part of this contract.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be executed as of the day and year first above written.

OTSEGO COUNTY DSS

By: _____
Eve Bouboulis
Commissioner

STATE OF NEW YORK)
:ss:
COUNTY OF OTSEGO)

On this ____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for the said State, personally appeared **EVE BOUBOULIS**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qual. in Otsego Co.
My Comm. Expires _____.

CV-SCS CENTRAL SCHOOL

By: _____
Robert Tabor
Board President

STATE OF NEW YORK)
:ss:
COUNTY OF _____)

On this ____ day of _____, in the year 20____, before me, the undersigned, a Notary Public in and for the said State, personally appeared **Robert Tabor**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public
Qual. in _____ Co.
My Comm. Expires _____.

EXHIBIT "A"
SERVICES TO BE PROVIDED

DEFINITION

- A. Child welfare services shall mean services for children and their families which are supportive and rehabilitative that are provided to:
1. avert an impairment or disruption of a family which will or could result in the placement of a child in foster care or other out-of-home placement
 2. enable a child who has been placed in foster care or resource/relative to return to his/her family at an earlier time than would otherwise be possible
 3. reduce the likelihood that a child who has been discharged from foster care or resource/relative would return to such care
 4. monitor and/or investigate child protective allegations or indications to enhance safety and reduce risk
- B. Case Management Services shall mean assessing the need for, providing and arranging for services for children and families, and coordinating and evaluating the provision of these services.

SERVICES TO BE PROVIDED

- A. The COUNTY agrees to provide to the CONTRACTOR one (1) caseworker for purposes of establishing and maintaining an on-site office at the CONTRACTOR's school district to provide child welfare services to children and their families residing in the Cherry Valley – Springfield Central School District. The specific caseworker assigned to the district shall be mutually agreeable to the CONTRACTOR and the COUNTY. The CONTRACTOR or the COUNTY shall notify the other party should a reassignment be necessary, and a collaborative effort between the CONTRACTOR and the COUNTY to determine a new, mutually agreeable caseworker will occur. The caseworker shall generally be present four (4) working days per week at the CONTRACTOR's school district and be available one (1) working day per week at a COUNTY office for purposes of supervision, case processing, court, and other required administrative activities. The COUNTY and the CONTRACTOR will establish the specific day that the caseworker(s) will be present at the COUNTY and any change in the established schedule will be made with mutual consent of both parties. A change in the actual number of days the caseworker(s) shall be present at the COUNTY can be made with mutual approval of the CONTRACTOR and the COUNTY for necessary caseworker activities (i.e. Court hearings, family service plans, etc.). In addition to such duties as are required of a caseworker, the caseworker shall provide the following services to the CONTRACTOR:
1. The caseworker will perform any and all tasks required of a Department of Social Services child welfare caseworker.
 2. The caseworker shall be a participating member of the CONTRACTOR's Student Intervention Team if requested and shall receive referrals on student's who are at-risk of school dropout, evidencing severe behavioral problems and/or management problems, or are presenting symptoms consistent with abuse or neglect. The caseworker will accept referrals in accordance with child welfare intake processes and eligibility determinations.

3. The caseworker, in addition to determining eligibility for and providing child welfare services, will act as liaison between the CONTRACTOR and the COUNTY.
4. The caseworker will carry no more than twelve (12) cases on an on-going basis, and up to fifteen (15) on a short-term basis.
5. The caseworker will work seven (7) hours during a normal workday. These hours, however, may be reappointed during a day, or over several days if work demands so indicate not to exceed thirty-five (35) hours per week except during July and August when work hours shall not exceed thirty (30) hours. Work hours shall be prioritized as much as possible to meet the needs of the CONTRACTOR.
6. The CONTRACTOR may refer students who are at-risk of school dropout, evidencing severe behavioral and/or management problems or are presenting symptoms consistent with regard to abuse or neglect. All CONTRACTOR referrals shall be accepted by the COUNTY and processed in accordance with intake and assessment guidelines. The COUNTY shall develop a plan for each referral and authorize services consistent with each assessment and plan including signed releases of information by parents and/or legal custodians as needed to obtain and/or share information between the COUNTY and the CONTRACTOR or other service providers.
7. Services shall be provided in accordance with the initial and/or comprehensive service plan of the uniform case record for each individual case. The COUNTY will provide the CONTRACTOR with appropriate and necessary background information as allowable. The COUNTY will further transmit on a COUNTY form the specific reasons for providing services, the services to be provided and the time frames for delivery of such services consistent with regulations. The COUNTY records shall conform to standards established by the Department and New York State Office of Children and Family Services (OCFS). The COUNTY shall maintain program and statistical records and produce program narrative and statistical data at various times to be available to the COUNTY and the New York State OCFS.
8. The caseworker shall provide services to the students of the Cherry Valley – Springfield Central School district; however, should the caseload be under its maximum, the caseworker may occasionally serve students and families outside of the Cherry Valley – Springfield Central School district.
9. The caseworker shall participate in necessary training per state mandates and the COUNTY's policies as part of the caseworker's workday(s), and these days may exceed the aforementioned time needed in the COUNTY's office.

EXHIBIT "A-1"

Semi-Annual Performance Outcomes

Due to the Commissioner's Secretary by
July 15, 2022 for January 2022 – June 2022 and
January 15, 2023 for July 2022 – December 2022

(To be maintained by Otsego County Dept of Social Services)

- 1. Of the total number of referrals made by the school district, 60% will be opened for intervention services.**
- 2. Of the total number of referrals made by the school district regarding abuse/maltreatment, 75% will not result in foster care placements.**
- 3. Of the total number of PINS referrals made to the Department of Social Services by the school and/or the Probation Department for a child in the school district, 75% will not result in foster care placements.**

EXHIBIT "B"

PAYMENT

Payment will be based on actual costs associated with running the program, calculated as follows: the CONTRACTOR shall reimburse the COUNTY for the local percentage cost (currently 15%) of the salary, fringe benefits and mileage expenses of the Caseworker appointed to each position. The salary and fringe benefits are subject to increase based on union labor negotiations. Local percentage is subject to change based on State and Federal reimbursements.

The CONTRACTOR will be billed quarterly and shall make payment within 30 days of billing. In no event shall the CONTRACTOR's liability exceed the local percentage of salary, benefits, and mileage costs.

This Agreement may be terminated by the CONTRACTOR or the COUNTY upon 60 days notice at any time, and on 30 days notice in the event of default in performance by the COUNTY or if Federal or State reimbursement shall be terminated or is not allowed.

EXHIBIT C STANDARD PROVISIONS

1. AGENCY. This agreement in no way establishes an agency relationship between the CONTRACTOR and COUNTY. Each party shall maintain its independence and its separate identity. Each party shall have exclusive control of its management, employee, staff, policies and assets. Neither party assumes any liability for the acts of the other party.

2. ASSIGNMENT. This contract may not be assigned by the CONTRACTOR without prior express written approval by the COUNTY. The terms of this contract shall be binding upon the successors, heirs and assigns of the parties hereto, in the event of approved assignment.

3. MODIFICATION. There shall be no oral modifications of this contract and any modification or amendment of the terms of this contract shall not be binding unless executed in writing by the parties hereto. The terms of this written agreement contain the entire understanding between the parties and supersede any oral representations previously made.

4. GOVERNING LAW. The terms of this contract shall be governed pursuant to the laws of the State of New York. The goods and/or services provided shall comply with all Federal, State and local statutes, rules and regulations.

5. RENEWAL. (If applicable) This contract may not be renewed without the prior approval, by resolution, of the Board of Representatives of the COUNTY OF OTSEGO, unless specifically provided for herein by authorizing resolution.

6. HOLD HARMLESS. The CONTRACTOR and the COUNTY shall hold harmless and indemnify the other party from and against liability, loss, damage, cost and expense which such other party may suffer from any claim, demand, suit or cause of action which may be made or had against it by reason of the negligence or malpractice on the part of the indemnifying party, including its agents, servants or employees.

7. EXECUTORY CLAUSE. This Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement, and no liability on account thereof shall be incurred by the COUNTY beyond the amount of such monies. It is understood that neither this agreement nor any representation by any public employee or officer create any legal or moral obligation to request, appropriate or make available monies for the purpose of this Agreement.

8. INSURANCE. The CONTRACTOR shall maintain for the term of this contract, general and auto liability insurance with a minimum limit of \$500,000/\$1,000,000. The CONTRACTOR shall provide the COUNTY, at the time of signing this contract, a Certificate of Insurance, naming OTSEGO COUNTY as an additional insured; which insurance shall further state that the coverage may not be changed or canceled without thirty (30) days prior notice to the COUNTY OF OTSEGO as an additional insured.

The CONTRACTOR shall also provide the COUNTY, at the time of signing this Agreement, proof of Workers' Compensation coverage.

9. BINDING EFFECT. This Agreement shall be binding upon the parties, their successors and assigns.

10. TERMINATION. (For Service Contracts Only) This Agreement may be terminated by the COUNTY upon 60 days notice at any time, and on 30 days notice in the event of default in performance by the CONTRACTOR or if Federal or State reimbursement shall be terminated or not allowed.

11. INDEMNIFICATION. The party seeking indemnification hereunder shall promptly notify the indemnifying party in writing of receipt of notice of commencement of any action with respect to

which a claim for indemnification is to be made hereunder. The indemnifying party will be entitled to assume the defense of such action with counsel reasonably acceptable to the indemnified party and after notice from the indemnified party to the indemnified party of its election to assume the defense thereof. The indemnifying party will not be liable to the indemnified party for any legal or other expenses subsequently incurred by the indemnified party in connection with the defense thereof.

12. COOPERATION BETWEEN PARTIES. Each of the parties hereto agrees to cooperate with each other to expeditiously complete the terms of this contract and to conduct their operations in a relationship of trust and confidence, one with the other.

13. CONFIDENTIALITY. The COUNTY and the CONTRACTOR agree to safeguard the confidentiality of information relating to individuals who may receive services in the course of this AGREEMENT and shall maintain the confidentiality of all such information in conformity with the provisions of applicable State and Federal laws and regulations. Any breach of confidentiality by the COUNTY or the CONTRACTOR, its agents, or representatives shall be cause for termination of this AGREEMENT.

14. NON-DISCRIMINATION. The CONTRACTOR expressly agrees:

(a) that in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, age, physical disability or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and

(b) that no contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, age, physical disability or national origin; and

(c) that there may be deducted from the amount payable to the CONTRACTOR by the COUNTY under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this Agreement; and

(d) that this Agreement may be canceled or terminated by the COUNTY, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

CONTRACTOR shall comply with all rules and regulations of the Americans with Disabilities Act (ADA).

15. CONTRACT DOCUMENTS. The Contract Documents shall consist of the following (including their attachments and exhibits):

- This Agreement
- Exhibit A
- Exhibit A-1
- Exhibit B
- Exhibit C
- HIPAA Addendum
- Certificate(s) of Insurance
- Certified copy of Resolution

This Agreement, together with the above-named documents, which said other Documents are as fully a part of the contract as if hereto attached or herein repeated, forms the

Contract between the parties hereto. In the event that any provision of any attachment or other component made a part hereof is inconsistent with Exhibit C, Items 1-18, then Exhibit C, Items 1-18 shall govern except as otherwise specifically stated.

The COUNTY will be provided a reasonable number of copies of such of the documents prepared by the CONTRACTOR as the COUNTY deems appropriate. The cost of such copies shall be borne by the CONTRACTOR.

16. PROGRESS REPORTS (for service contracts only). The CONTRACTOR shall issue progress reports to the COUNTY as the COUNTY may direct and shall immediately inform the COUNTY in writing of any cause for delay in the performance of its obligations under this Agreement.

17. CONFLICTS OF INTEREST. The CONTRACTOR agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The CONTRACTOR further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The CONTRACTOR represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the CONTRACTOR to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for he CONTRACTOR) any fee, commission, percentage, gift or other consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision without limiting any other rights or remedies to which the COUNTY may be entitled or any civil or criminal penalty to which any violator may be liable, the COUNTY shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission, percentage, gift or consideration.

The CONTRACTOR hereby stipulates and certifies that there is no member of the OTSEGO COUNTY legislature or other OTSEGO COUNTY officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

18. OTHER The COUNTY represents and warrants that it, nor its employees or contractors, is not excluded from participation in and is not otherwise ineligible to participate in a "federal health care program", including but not limited to Medicaid and Medicare, as defined in 42 U.S.C. Section 1320a-7b(f) or in any other government program.

In the event that the COUNTY or one of its employees is excluded from participation or becomes otherwise ineligible to participate in any such program during the term of this agreement, the COUNTY agrees that it will notify the CONTRACTOR in writing on the exclusion within seven (7) business days after learning of the exclusion. Failure to notify the CONTRACTOR of the exclusion constitutes a material breach of this agreement and cause for the CONTRACTOR to terminate the agreement immediately.

OTSEGO COUNTY

Business Associate Agreement Addendum: Health Insurance Portability and Accountability Act(HIPAA) PHL 104-191

1. Permitted Uses and Disclosures by Contractor

Except as otherwise limited in this Agreement and as long as such use or disclosure does not violate the privacy rule or other laws or statutes, the Contractor may use or disclose Protected Health Information (PHI) on behalf of or to provide services for the Agency for the following purposes:

- Health Care Operations
- Billing
- Patient treatment and Coordination of Services
- Data aggregation services (*optional language only used if Agency wants the Contractor to engage in such activities*)

Except as otherwise limited in this Agreement, the Contractor may disclose *only de-identified information for the proper internal management and administration of its business practices - optional language only used if Agency wants the Contractor to engage in such activities (language chosen is stricter than what HHS Guide indicate d).*

The Contractor agrees to document disclosures of PHI and information related to such disclosures as would be required for the Agency to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with.

2. Contractor's Obligations

Contractor agrees to not use or further disclose PHI other than as permitted or required by the Agreement or as Required by Law as defined in 164.501 or to report unlawful conduct as defined in 164.502(j). Contractor will forward all requests for disclosures of PHI to the Agency's Privacy Officer.

Contractor agrees to report to the Agency any use or disclosure of PHI not provided for by this agreement of which it becomes aware.

Contractor agrees to assure that **any agent (including a subcontractor or student-reword if subcontractors are not allowed)**, to whom it provides PHI, agrees to the same restrictions and conditions that apply through this Agreement with respect to such information.

3. Safeguards for Protected Health Information-

- The Contractor shall retain all PHI in accordance with the NYS Department of Education Records Retention and Disposition Schedule CO2. Termination of this Agreement does not release the Contractor from this responsibility.
- The Contractor is responsible to ensure that PHI is properly handled and securely stored. This includes, but is not limited to prevention of unauthorized access and loss due to weather, fire, and theft.
- Once the retention time is reached, the Contractor must ensure that PHI is destroyed in such a manner to ensure confidentiality.
- The Contractor agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- The Contractor agrees to report to Agency any loss, theft, unintentional destruction of Protected Health Information. In the event that PHI is compromised, Contractor is obligated to reconstruct the PHI in accordance with Agency policy.

4. Availability of PHI

Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created, or received by Contractor on behalf of the Agency, available to the Agency so that:

- The Agency can respond to a request made by a patient for an accounting of disclosures
- The Agency can respond to the Secretary of Health and Human Services, in a time and manner designated by the Agency or the Secretary, for purposes of the Secretary determining Agency's compliance with the Privacy Rule.
- The Agency may have access to a designated record set to an individual in order to meet the requirements under (*Optional language that is only needed when the BA has PHI in a designated record set*)

The Contractor agrees to provide the Agency with documentation of the provision of care within 7 days.

5. Complaint

Upon the Agency's receipt of a complaint or notification by the Contractor of a breach of PHI disclosure,

Contractor agrees to report to Agency any use or disclosure of the Protected Health Information not provided for by this Agreement.

Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement. The Agency shall provide an opportunity for Contractor to cure the breach or end the violation. (The privacy rule allows but, does not require that the Agency to provide the Contractor time to cure the breach). The Contractor will cooperate with the Agency to conduct a thorough investigation. Should investigation result in the substantiation of a breach, the Agency will take appropriate action commensurate with the infraction which could include: mandating educational training, disciplinary action, suspension, or termination.

6. Modification:

The parties agree to take such action as is necessary to amend this Agreement in order for the parties to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act (HIPAA), Public Law 104-191.

7. Obligations of Agency

- Agency shall provide Contractor with the Agency Notice of Privacy Practices in accordance with 164.520, as well as any changes to such notice (see current Notice).
- Agency shall provide Contractor with any changes in, or revocation of, the permission granted by the Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- Agency is responsible to inform the Contractor when an Individual is granted specific restrictions against disclosure of PHI that exceed the Agency notice of privacy practices.
- Agency shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that the Agency has agreed to in accordance with CFR 164.522.
- The Agency shall not request the Contractor to use or disclose PHI in any manner that would not be permissible under the Privacy Rule.
- Agency shall notify Contractor of the incorporation of any patient amendments to PHI created by the Agency

8. Term and Termination

Term.

When the term of this Agreement has ended, all of the Protected Health Information created for or on behalf of the Agency, or received from the Agency by the Contractor shall be promptly returned or destroyed the Agency in no more than 7 days after termination. This provision shall apply to Protected Health Information that is in the possession of any subcontractors or agents of the Contractor (***remove this sentence if subcontracting is not allowed***). The Contractor shall not retain copies of protected health information. In the event that the Contractor and Agency mutually agree that returning or destroying Protected Health Information is infeasible, the conditions that make it infeasible will be documented. The Contractor shall retain the PHI in accordance with this agreement.

Termination for Cause.

Upon Agency's knowledge of a material breach by the Contractor and after reasonable opportunity to cure the breach has been provided by the Agency, and when cure of the breach is not possible, the Agency reserves the right to terminate the Agreement for cause. If termination for cause is not feasible, the Agency reserves the right to report to the Secretary of Health and Human Services (HHS) to discuss the breach and to provide information necessary in accordance with for HHS to investigate the breach, and to seek a resolution other than termination.

My signature below confirms that I have read, I have had the opportunity to ask questions, and I agree to abide by all of the standards set forth in this business associate agreement.

Signature

Witness

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/12/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER NBT Insurance Agency LLC 66 South Broad Street Norwich NY 13815	CONTACT NAME: PHONE (A/C, No, Ext): 1-800-965-6264		FAX (A/C, No):
	E-MAIL ADDRESS: lisa.mccall@nbtinsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: New York Schools Insurance Reciprocal			34843
INSURED Chery Valley Springfield Central School 597 Co Hwy 54 Chery Valley NY 13320	CHERVAL-10		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 2023524424

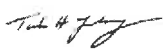
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		SSPCVS001	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ unlimited PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAPCVS001	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ECLCVS001	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ unlimited \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Otsego County Department of Social Services 197 Main St Cooperstown NY 13326	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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RESOLUTION NO. 32-20220105

RESOLUTION - AUTHORIZING THE OTSEGO COUNTY COMMISSIONER OF
SOCIAL SERVICES TO CONTRACT WITH VARIOUS AREA
SCHOOL DISTRICTS FOR CHILD WELFARE SERVICES

MARTINI, FRAZIER, BASILE, BROCKWAY, OLIVER

WHEREAS, the Otsego County Department of Social Services has determined that the interests of the students and their families located in the Otsego County school districts will be best served by providing child welfare services within school districts staffed by an Otsego County Department of Social Services caseworker(s); and

WHEREAS, the administration of certain school districts have proposed to contract with the County for the services of a caseworker(s) to perform child welfare services for the students and their families within their respective school districts; and

WHEREAS, in addition to reimbursing the County in full for the local share of the salary of a caseworker(s), the administration of each participating school district has proposed to pay for the overhead and other benefits and costs of maintaining such position(s); and

WHEREAS, it is in the best interest of the County of Otsego to contract for position(s) with the school districts listed below; now, therefore, be it

RESOLVED, that the Otsego County Commissioner of Social Services is hereby authorized to contract with each of the following school districts for the period January 1, 2022 through December 31, 2022:

