AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, 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) preventive 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 preventive services caseworker; and

WHEREAS, by Resolution 404-20141215, duly adopted by the Otsego County Board of Representatives on the 15th day of December, 2014 of 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 preventive services to children.
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, 2015 and shall continue until December 31, 2015.
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 2015, 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 2015, 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. Preventive services shall mean services for children and their families which are supportive and rehabilitative 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
   2. enable a child who has been placed in foster care 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 would return to such care

B. Case Management Services shall mean assessing the need for, providing and arranging for preventive services for children and coordinating and evaluating the provision of these preventive services.

SERVICES TO BE PROVIDED

A. For the consideration stated herein, the COUNTY agrees to provide to the CONTRACTOR one (1) caseworker for purposes of establishing and maintaining an on-site office of the COUNTY at the CONTRACTOR's school district to provide preventive 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 the COUNTY in Cooperstown for purposes of supervision, case processing, 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 preventive caseworker.

   2. The caseworker shall be a participating member of the CONTRACTOR's Student Intervention Team and shall receive referrals on student's who are at-risk of school drop out, evidencing severe behavioral and/or management problems, or are presenting symptoms consistent with regard to abuse or neglect. The caseworker will accept referrals in accordance with case management services and/or preventive services.

3. The caseworker, in addition to determining eligibility for and providing preventive 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 work day. 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 as required by 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. 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. 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 work day(s).

EXHIBIT "A-1"

Semi-Annual Performance Outcomes

Due to the Commissioner's Secretary by
July 15, 2015 for January – June 2015
January 15, 2016 for July – December 2015

(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 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 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 intimated 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 indicated).***

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	**Date**
_____	____/____/_____
Witness	**Date**

RESOLUTION NO. 404-20141215

RESOLUTION-AUTHORIZING OTSEGO COUNTY
COMMISSIONER OF SOCIAL SERVICES TO
CONTRACT WITH SEVERAL AREA SCHOOL DISTRICTS

KOUTNIK, SCHWERD, HULSE

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 maintaining a Caseworker within each school district staffed by an Otsego County Department of Social Services caseworker(s); and

WHEREAS, the administration of each school district has proposed to contract with the County for the services of a caseworker(s) to perform preventive services for the students and their families within their respective school district; 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 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 each school district; 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, 2015 through December 31, 2015:

Cherry Valley-Springfield Central School District
Edmeston Central School District
Milford Central School District
Oneonta City School District
Richfield Springs Central School District
Unatego Central School District (3 Caseworkers)

for child welfare services, to be furnished by Otsego County, with a caseworker(s) located in each above-listed district, with 12% of the salary, benefits, costs and other additional overhead necessary for the operation of the child welfare services program being paid for by each school district; and be it further

RESOLVED, that said contracts shall contain such other terms and provisions as are in the best interests of the County of Otsego; and be it further

RESOLVED, that the funds for the above contracts are included in the 2015 Social Services Administration Budget (6010-A) at line 1000 Personal Service and consist of 64% Federal funds, 24% State funds, and 12% school district funds.

STATE OF NEW YORK :
: SS
COUNTY OF OTSEGO :

I, Carol D. McGovern, Clerk of the Board of Representatives of Otsego County, New York, DO HEREBY CERTIFY that I have compared the foregoing copy of resolution with the original resolution on file in my office and that the same is a true and complete copy thereof as duly adopted by said Board of Representatives while in session on the 15th day of December, 2014.

WITNESS my hand and the official seal of the Board of Representatives of Otsego County, New York, this 18th day of December, 2014.

(SEAL)

Carol D. McG

Clerk, Board of Representatives
Otsego County, New York

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2015, 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) preventive 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 preventive services caseworker; and

WHEREAS, by Resolution 404-20141215, duly adopted by the Otsego County Board of Representatives on the 15th day of December, 2014 of 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 preventive services to children.
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, 2015 and shall continue until December 31, 2015.
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 2015, 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 2015, 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. Preventive services shall mean services for children and their families which are supportive and rehabilitative 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
   2. enable a child who has been placed in foster care 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 would return to such care

B. Case Management Services shall mean assessing the need for, providing and arranging for preventive services for children and coordinating and evaluating the provision of these preventive services.

SERVICES TO BE PROVIDED

A. For the consideration stated herein, the COUNTY agrees to provide to the CONTRACTOR one (1) caseworker for purposes of establishing and maintaining an on-site office of the COUNTY at the CONTRACTOR's school district to provide preventive 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 the COUNTY in Cooperstown for purposes of supervision, case processing, 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 preventive caseworker.

   2. The caseworker shall be a participating member of the CONTRACTOR's Student Intervention Team and shall receive referrals on student's who are at-risk of school drop out, evidencing severe behavioral and/or management problems, or are presenting symptoms consistent with regard to abuse or neglect. The caseworker will accept referrals in accordance with case management services and/or preventive services.

3. The caseworker, in addition to determining eligibility for and providing preventive 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 work day. 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 as required by 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. 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. 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 work day(s).

EXHIBIT "A-1"

Semi-Annual Performance Outcomes

Due to the Commissioner's Secretary by
July 15, 2015 for January – June 2015
January 15, 2016 for July – December 2015

(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 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 12% 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.

The CONTRACTOR will be billed quarterly and shall make payment within 30 days of billing. In no event shall the CONTRACTOR's liability exceed 12% of salary, benefits, and mileage costs.

This Agreement may be terminated by the CONTRACTOR 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 intimated 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 indicated).***

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	**Date**
_____	____/____/_____
Witness	**Date**

RESOLUTION NO. 404-20141215

RESOLUTION-AUTHORIZING OTSEGO COUNTY
COMMISSIONER OF SOCIAL SERVICES TO
CONTRACT WITH SEVERAL AREA SCHOOL DISTRICTS

KOUTNIK, SCHWERD, HULSE

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 maintaining a Caseworker within each school district staffed by an Otsego County Department of Social Services caseworker(s); and

WHEREAS, the administration of each school district has proposed to contract with the County for the services of a caseworker(s) to perform preventive services for the students and their families within their respective school district; 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 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 each school district; 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, 2015 through December 31, 2015:

VII A

Amendment to Superintendent's Employment Agreement

AGREEMENT, made this 19 day of March, 2015 by and between the **Board of Education of the Cherry Valley-Springfield Central School District** (hereinafter, the "Board") and Timothy R. Ryan (hereinafter, the "Superintendent").

WHEREAS, the Board and the Superintendent are parties to an Employment Agreement dated October 30th, 2013; and

WHEREAS, said Agreement contains provisions for annual compensation, benefits and other terms and conditions of employment for the Superintendent; and

WHEREAS, the Board and Superintendent have conferred and agreed to amend the Employment Agreement and further, the Board, at its meeting held on March 19, 2015 and approved such amendment as noted herein.

NOW, THEREFORE, the parties hereby amend the Superintendent's employment agreement as follows:

1. Paragraph number 11 titled: **" Residency"** shall be modified to provide that the Superintendent shall establish residency in the Cherry Valley-Springfield Central School District before December 31, 2016. All of provisions of paragraph 11 shall remain in full force and effect.

2. This foregoing amendment shall become effective immediately and continue in effect thereafter through the term of the Agreement, unless subsequently modified by the parties in writing.

3. All other provisions of the Agreement not specifically addressed herein shall remain in full force and effect.

4. A copy of this amendment as executed by the parties shall be affixed to the Employment Agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above set forth.

Agreed to this day of March 19, 2015.

BOARD OF EDUCATION OF THE CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL DISTRICT

President, Board of Education

Timothy R. Ryan
Superintendent of Schools