

DRAFT

**BOARD AGENDA
BUSINESS MEETING**

CV-S Central School
Cherry Valley, NY

Thursday, April 18, 2024
7:00 PM In the School Cafeteria

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, and Music - Mrs. Oram & Mr. Lyford

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 1-4-2024 through RESOLUTION 16-4-2024

A. RESOLUTION 1-4-2024
APPROVAL OF MINUTES – March 19, 2024

B. RESOLUTION 2-4-2024
ACKNOWLEDGE RECEIPT OF TREASURER'S AND FINANCIAL REPORTS – March 2024

C. FINANCIAL
RESOLUTION 3-4-2024
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent does approve the following transfers:

From A2250400 \$65,000 To A2250490 \$65,000
From A1621160 \$35,000 To A1620160 \$35,000
From A2250160 \$20,000 To A2250150 \$20,000
From A2855150 \$15,000 To A2855160 \$15,000

D. EQUIPMENT REMOVAL

RESOLUTION 4-4-2024
RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby approve the removal/disposal/recycling of six sewing machines.

E. ACCEPT DONATION

RESOLUTION 5-4-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby accept the donation from the Cherry Valley-Springfield Endowment Foundation for Educational Excellence, Inc.: FFA Official Dress Chapter Jackets - \$985.00

F. DCMO BOCES COOPERATIVE PURCHASING

RESOLUTION 6-4-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby adopt the cooperative purchasing resolutions with DCMO BOCES, Cooperative Purchasing, Cafeteria Supplies and Food Bid and Generic, as per ATTACHMENT III F.

G. SCHOOL CALENDAR

RESOLUTION 7-4-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby adopt the school calendar for the 2024- 2025 school year as per Attachment III G.

H. OTSEGO COUNTY BUSINESS ASSOCIATE AGREEMENT

RESOLUTION 8-4-2024

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 as per ATTACHMENT III H.

I. PERSONNEL

RESOLUTION 9-4-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Mark Hitt, who is initially certified Chemistry 7-12, to a position as a Science Teacher for a probationary period effective September 1, 2024 through September 1, 2028.

RESOLUTION 10-4-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, upon the recommendation of the Superintendent, does hereby appoint Ryan Johnston, who is initially certified Physics 7-12, to a position as a Science Teacher for a probationary period effective September 1, 2024 through September 1, 2028.

RESOLUTION 11-4-2024

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 student cleaner for the 2023-2024 school year: Matthew Freer

RESOLUTION 12-4-2024

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 Tellers for the Annual School Budget Vote and Board of Education Election to be held on May 21, 2024:

Kathryn Lane - Head Teller Ruth Schultz Dolores Weeks Paula Weaver Anne Lennebacker

RESOLUTION 13-4-2024

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 Substitute Teller for the Annual School Budget Vote and Board of Education Election to be held on May 21, 2024: Janet McCarty

RESOLUTION 14-4-2024

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 Instructional Support Staff Substitutes for the 2023-2024 school year: Tessa Clapper Greg Andersen

RESOLUTION 15-4-2024

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 2024 Summer Program positions: *Summer School is contingent on the enrollment figures.

Elementary - Teachers: Skyler Babcock, Kayla Barnes, Katie Bullinger, Kristie Fassett, Robin Horne, Tracy Lowry, Joslyn Mabie, Somer Russell, Tammie Waterman, Vanessa McCord, & Jennifer O’Leary
Elementary - LTAs: Deb Whiteman, Molli McCarty, & Jodi Mravlja

RESOLUTION 16-4-2024

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 Volunteers for the 2023-2024 school year: John Kinard Bryan VanScooter

IV. NEW BUSINESS

A. ONC BOCES ADMINISTRATIVE BUDGET

RESOLUTION 17-4-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District does hereby authorize the Superintendent to cast one vote on the Otsego Northern Catskills BOCES Administrative Budget as presented for the 2024-2025 school year and cast three votes for BOCES Board of Education members.

RESOLUTION 18-4-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District approves the Otsego Northern Catskills BOCES Administrative Budget as presented for the 2024-2025 school year. Roll call vote.

B. ONC BOCES BOARD MEMBER ELECTIONS

RESOLUTION 19-4-2024

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District elects three (3) candidates who have been nominated for four (4) vacant seats to the Otsego Northern Catskills BOCES Board of Education:

Dr. Deborah Fox	Yes ___	No ___
Marion Mossman	Yes ___	No ___
Jacqueline Parry	Yes ___	No ___

C. ADOPTION OF THE 2024-2025 BUDGET, PURCHASE BUSES/VEHICLE & RESERVE FUNDS PROPOSITIONS

RESOLUTION 20-4-2024

Proposition I - BUDGET AMOUNT

RESOLVED, that the Board of Education of the Cherry Valley-Springfield Central School District, does hereby adopt the budget, in the amount of \$XXXX, for the 2024-2025 school year.

RESOLUTION 21-4-2024

Proposition II- BUSES PURCHASE

Shall the Board of Education be authorized to purchase two school buses - one sixty-five (65) passenger and one thirty (30) passenger with the total cost not to exceed \$236,000? The source of the funds shall be a tax upon the taxable property of the District to be levied and collected in annual installments in such years and in such amounts as may be determined by the Board of Education.

RESOLUTION 22-4-2024

Proposition III- VEHICLE PURCHASE

Shall the Board of Education be authorized to purchase one seven passenger vehicle with the total cost not to exceed \$43,000? The source of the funds shall be a tax upon the taxable property of the District to be levied and collected in annual installments in such years and in such amounts as may be determined by the Board of Education.

RESOLUTION 23-4-2024

Proposition IV- TECHNOLOGY CAPITAL RESERVE FUND

Shall the Board of Education of the Cherry Valley-Springfield Central School District be authorized to (1) establish a capital reserve fund to be known as the Technology Capital Reserve Fund for the purpose of renovating and improving School District facilities for the purpose of technology related improvements and to finance the acquisition of furnishings, wiring, computers, equipment, or apparatus related thereto; (2) deposit into such fund the ultimate amount of \$5,000,000; and (3) annually deposit into the Technology Capital Reserve Fund such portion of the General Fund, unallocated fund balance, state aid reimbursement, other reserves, such other monies as the voters may direct, and/or other legally available funds of the School District in an amount determined by the Board of Education up to the maximum authorized amount. The probable duration of this Technology Capital Reserve fund is ten (10) years.

RESOLUTION 24-4-2024

Proposition V- AUTHORIZATION of ESTABLISHMENT OF CAPITAL RESERVE FUND 2024

Shall the Board of Education of the Cherry Valley-Springfield Central School District be authorized to establish a capital reserve fund to finance construction, reconstruction and renovation projects of the School District pursuant to Section 3651 of the Education Law of the State of New York (the "Fund"); that the Fund shall be known as the "Capital Reserve Fund 2024 for the Undertaking of Various Building Projects of the School District," that the ultimate amount of the Fund shall not be greater than \$10,000,000 (plus interest earned thereon); that the probable term of the Fund shall not be longer than fifteen (15) years; and that the permissible sources from which the Board is authorized to appropriate monies to such Fund from time to time shall be (a) unappropriated fund balance moneys from the School District's General Fund authorized by the Board to be deposited in the Fund, (b) State aid received as reimbursement for expenditures by the School District in connection with School District capital improvements, (c) such other moneys from the School District's General Fund as approved by the voters, and (d) any remaining balance in the current Capital Reserve Fund upon expiration?

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 collective negotiations pursuant to Article 14 of the Civil Service Law (the Taylor Law)
- Review recommendations made by the Committee on Preschool Special Education and the Committee on Special Education

VII. ADJOURNMENT



IMPORTANT MEMO

To: Participating Members
From: Beth Heinlein
Cooperative Purchasing Agent
Date: April 3, 2024
Re: Adoption of BOCES Resolutions

Welcome to another year participating in the Cooperative Purchasing Service. As you know our bidding year begins on July 1, 2024, and therefore we must have certain documents in place in order to service your district. Enclosed are the new 2024-2025 Resolutions for the Delaware-Chenango-Madison-Otsego BOCES Cooperative Purchasing Service, along with a Generic Resolution.

Although the Resolutions may, at first glance, appear to be identical, each resolution has a different purpose. In order to eliminate any confusion, a description and explanation for each resolution is listed below:

- A. Cooperative Purchasing Resolution:**
To be signed by districts participating in the full Cooperative Purchasing Service. This resolution authorizes BOCES to award bids on behalf of the participating school districts.

- B. Generic Resolution:**
To be signed by all districts. This resolution authorizes BOCES to act on the behalf of the districts in the preparation, advertising, and tabulation of bids but specifies that bids are to be awarded by the individual districts' Board of Education based on the information supplied by BOCES

- C. Cafeteria Supplies and Food Bid Resolution:**
To be signed by districts participating in the Cooperative Food Bid. This resolution appoints a committee to act on the districts' behalf and for the district to abide by the committee recommendations and award of bids.

The appropriate resolutions must be adopted and signed by your School Board and returned to us before July 1, 2024.

Any questions or concerns please do not hesitate to call me at 607-335-1262.

Thank you,

Beth Heinlein

Beth Heinlein

RESOLUTION OF BOARD OF EDUCATION

**COOPERATIVE PURCHASING
SCHOOL YEAR 2024-2025**

WHEREAS,

The Cooperative Purchasing Service is a plan of a number of public school districts in the Delaware-Chenango-Madison-Otsego BOCES Area in New York, to bid jointly equipment, supplies and contract items, and

WHEREAS,

The Central School named below is desirous of participating with other districts in the Delaware-Chenango-Madison-Otsego BOCES in the joint bidding of the items mentioned above as authorized by General Municipal Law, Section 119-o, and

WHEREAS,

The Central School named below wishes to appoint the Delaware-Chenango-Madison-Otsego BOCES to advertise for bid, accept, tabulate bids and award bids on their behalf; therefore,

BE IT RESOLVED,

That the Board of Education of the Central School listed below hereby appoints the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters relating above, and designates the Evening Sun Newspaper as the legal publication for all Cooperative Purchasing bid notifications, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below authorizes the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned commodities, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below agrees to (1) assume its equitable share of the costs of the Cooperative Bidding; (2) abide by majority decisions of the participating districts; (3) abide by the Award of the BOCES Board; (4) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

CERTIFICATION OF DISTRICT CLERK

I, Laura Carson, District Clerk of the

Cherry Valley-Springfield Central School Board of Education, hereby certifies that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on April 18, 2024

Signature of District Clerk

Date

RESOLUTION OF BOARD OF EDUCATION

FOOD and CAFETERIA SUPPLIES
SCHOOL YEAR 2024-2025

WHEREAS,

It is a plan of a number of public school districts in the Delaware-Chenango-Madison-Otsego BOCES Area in New York, to bid jointly Cafeteria supplies including but not limited to food and paper items, and

WHEREAS,

The Central School named below is desirous of participating with other districts in the Delaware-Chenango-Madison-Otsego BOCES Area in the joint bidding of the items mentioned above as authorized by General Municipal Law, Section 119-o, and

WHEREAS,

The Central School named below wishes to appoint a committee made up of participating schools to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids and providing the information to their Board of Education who will make the awards; therefore,

BE IT RESOLVED,

That the Board of Education of the Central School listed below hereby appoints the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters relating above, and designates the Evening Sun Newspaper as the legal publication for all Cooperative Purchasing bid notifications and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below authorizes the above committee to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned items, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below agrees to (1) abide by majority decisions of the participating districts on quality standards; (2) that it will award contracts based on information provided from the bid; (3) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

CERTIFICATION OF DISTRICT CLERK

I, Laura Carson, District Clerk of the

Cherry Valley-Springfield Central School Board of Education, hereby certifies that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on April 18, 2024.

Signature of District Clerk

Date

RESOLUTION OF BOARD OF EDUCATION

GENERIC
SCHOOL YEAR 2024-2025

WHEREAS,

It is a plan of a number of public school districts in the Delaware-Chenango-Madison-Otsego BOCES Area in New York, to bid jointly equipment, supplies and contract items, and

WHEREAS,

The Central School named below is desirous of participating with other districts in the Delaware-Chenango-Madison-Otsego BOCES Area in the joint bidding of the items mentioned above as authorized by General Municipal Law, Section 119-o, and

WHEREAS,

The Central School named below wishes to appoint a committee made up of participating schools to assume the responsibility for drafting of specifications, advertising for bids, accepting and opening bids, tabulating bids and providing the information to their Board of Education who will make the awards; therefore,

BE IT RESOLVED,

That the Board of Education of the Central School listed below hereby appoints the Delaware-Chenango-Madison-Otsego BOCES to represent it in all matters relating above, and designates the Evening Sun Newspaper as the legal publication for all Cooperative Purchasing bid notifications and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below authorizes the above committee to represent it in all matters leading up to the entering into a contract for the purchase of the above mentioned items, and,

BE IT FURTHER RESOLVED,

That the Board of Education of the Central School listed below agrees to (1) abide by majority decisions of the participating districts on quality standards; (2) that it will award contracts based on information provided from the bid; (3) and that after the award of the bid it will conduct all negotiations directly with the successful bidder(s).

CERTIFICATION OF DISTRICT CLERK

I, Laura Carson, District Clerk of the

Cherry Valley-Springfield Central School Board of Education, hereby certifies that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on April 18, 2024

Signature of District Clerk

Date

Cherry Valley-Springfield Central School 2024-2025 SCHOOL YEAR

SEPTEMBER				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

OCTOBER				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

NOVEMBER				
M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

DECEMBER				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

JANUARY				
M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

HOLIDAYS & CONFERENCE DAYS

September 2	Labor Day
September 3 & 4	Conference Days
September 5	Classes Begin
October 11	Conference Day
October 14	Columbus Day
November 11	Veterans Day
November 27-29	Thanksgiving Recess
December 5	Conference Day
Dec. 23-Jan. 3	Holiday Recess
January 20	M.L. King Jr. Day
January 29	Lunar New Year
February 17	President's Day
February 18-21	Winter Recess
March 14	Conference Day
March 28	Early Dismissal (11:45)
April 14-18	Spring Recess
May 26	Memorial Day
June 19	Juneteenth
June 27	Last Day of School

DAYS IN SESSION

SEPTEMBER	20
OCTOBER	22
NOVEMBER	17
DECEMBER	15
JANUARY	18
FEBRUARY	15
MARCH	20
APRIL	17
MAY	21
JUNE	19
TOTAL	184

TESTING DATES

January 21-24	Regents Exams
April 7 – May 16	ELA/Math Tests Grades 3-8
June 4, 10, 17, 18, 20, 23-25	Regents Exams
June 26 & 27	Rating Days

Note: Four emergency days are built into calendar.

- = Vacation or Holiday
- = Early Dismissal
- = Conference Day
- = Regents/State Exams

Board of Ed. Approval:

FEBRUARY				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

MARCH				
M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

APRIL				
M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30		

MAY				
M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

JUNE				
M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "BAA"), is entered into on July 1, 2024, by and between **OTSEGO COUNTY**, a political subdivision of the State of New York, with offices at 197 Main Street, Cooperstown, New York, 13326 ("County"), and **CHERRY VALLEY SPRINGFIELD CENTRAL SCHOOL**, with offices at 597 County Highway 54 Cherry Valley, NY 13320, ("Business Associate").

WHEREAS County and Business Associate are parties to one or more agreements pursuant to which Business Associate has agreed to provide certain services on County's behalf ("Agreement"); and

WHEREAS County and Business Associate desire to execute this BAA to comply with the Privacy, Security, Breach Notification and Enforcement Rules at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 including the requirements of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (collectively "HIPAA"), that are applicable to business associates, along with any guidance and/or regulations issued to date by the Department of Health and Human Services ("DHHS"); and

WHEREAS, County and Business Associate desire to incorporate into this BAA any regulations issued with respect to HIPAA that relate to the obligations of business associates, and Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of HIPAA.

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this BAA, the parties agree as follows:

1. **Definitions.**

1. The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this Business Associate Agreement, County's Protected Health Information encompasses County's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in HIPAA.

2. **Privacy of Protected Health Information.**

- a. **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on County's behalf or receives from County (or another business associate of County) and to request Protected Health Information on County's behalf (collectively, "County's Protected Health Information") only as follows:
 - i. *Functions and Activities on County's Behalf.* To perform functions, activities, services, and operations on behalf of County, consistent with the Privacy Rule and

the HITECH Act, as specified in the Agreement.

- ii. **Business Associate's Operations.** For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of County's Protected Health Information, either:
 - A. The disclosure is Required by Law; or
 - B. Business Associate obtains reasonable assurance, evidenced by written contract, from any person or entity to which Business Associate will disclose County's Protected Health Information that the person or entity will:
 - Hold County's Protected Health Information in confidence and use or further disclose County's Protected Health Information only for the purpose for which Business Associate disclosed County's Protected Health Information to the person or entity or as Required by Law; and
 - Promptly notify Business Associate (who will in turn notify County in accordance with Section 4(a) of this BAA) of any instance of which the person or entity becomes aware in which the confidentiality of County's Protected Health Information was breached.
- b. **Minimum Necessary and Limited Data Set** Business Associate's use, disclosure or request of Protected Health Information shall utilize a Limited Data Set if practicable. Otherwise, Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of a Covered Entity only the minimum amount of County's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation with respect to:
 - i. Disclosure to or request by a health care provider for Treatment;
 - ii. Use for or disclosure to an individual who is the subject of County's Protected Health Information, or that individual's personal representative;
 - iii. Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of County's Protected Health Information to be used or disclosed, or by that individual's personal representative;
 - iv. Disclosure to DHHS in accordance with Section 5(a) of this BAA;
 - v. Use or disclosure that is Required by Law; or
 - vi. Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).
- c. **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose County's Protected Health Information, except as permitted or required by this BAA or in writing by County or as Required by Law. This BAA does not authorize Business Associate to use or disclose County's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by the County, except as set forth in Section 1 (a)(ii) of this BAA.
- d. **Information Safeguards.**
 - i. **Privacy of County's Protected Health Information** Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of County's Protected Health Information. The safeguards must reasonably protect County's Protected Health Information from any intentional or unintentional use or disclosure in violation of

the Privacy Rule, 45 C.F.R. Part 164, Subpart E and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.

- ii. **Security of County's Electronic Protected Health Information** Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on County's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C and as required by HIPAA. Business Associate also shall develop and implement policies and procedures and meet the Security Rule documentation requirements as required by HIPAA.

- e. **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Business Associate Agreement or in writing by County to disclose County's Protected Health Information, to provide reasonable assurance, evidenced by written contract, that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to County's Protected Health Information that are applicable to Business Associate under this BAA.

3. **Compliance with Transaction Standards.** If Business Associate conducts in whole or part electronic Transactions on behalf of County for which DHHS has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Organization that:

- a. Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- b. Adds any data element or segment to the maximum defined data set;
- c. Uses any code or data element that is marked "not used" in the Standard Transaction's implementation specification or is not in the Standard Transaction's implementation specification; or
- d. Changes the meaning or intent of the Standard Transaction's implementation specification.

4. **Individual Rights.**

- a. **Access.** Business Associate will, within 10 calendar days following County's request, make available to County or, at County's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies of County's Protected Health Information about the individual that is in Business Associate's custody or control, so that County may meet its access obligations under 45 C.F.R. § 164.524 and, where applicable under HIPAA. Business Associate shall make such information available in an electronic format where directed by County.
- b. **Amendment.** Business Associate will, upon receipt of written notice from County, promptly amend or permit County access to amend any portion of County's Protected Health Information, so that County may meet its amendment obligations under 45 C.F.R. § 164.526.
- c. **Disclosure Accounting.** So that County may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
 - i. **Disclosures Subject to Accounting.** Business Associate will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of

County's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to County or to a third party.

- ii. ***Disclosures Not Subject to Accounting.*** Business Associate will not be obligated to record Disclosure Information or otherwise account for the following disclosures of County's Protected Health Information:
 - A. That occurred before April 14, 2003;
 - B. For Treatment, Payment or Health Care Operations activities (except where such recording or accounting is required by HIPAA, and as of the effective dates for this provision of HIPAA);
 - C. To an individual who is the subject of County's Protected Health Information disclosed, or to that individual's personal representative;
 - D. Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of County's Protected Health Information disclosed, or by that individual's personal representative;
 - E. For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of County's Protected Health Information disclosed and for disaster relief;
 - F. To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
 - G. For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
 - H. In a Limited Data Set;
 - I. Incident to a use or disclosure that Business Associate is otherwise permitted to make by this Business Associate Agreement; and
 - J. Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.
- iii. ***Disclosure Information.*** With respect to any disclosure by Business Associate of County's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - A. ***Availability of Disclosure Information.*** Unless otherwise provided under HIPAA, Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates. Business Associate will make the Disclosure Information available to County within 10 days following County's request for such Disclosure Information to comply with an individual's request for disclosure accounting. In addition, where Business Associate is contacted directly by an individual based on information provided to the individual by County and where so required by HIPAA and/or any accompanying regulations, Business Associate shall make such Disclosure Information available directly to the individual.
 - B. ***Disclosure Information Generally.*** Except for repetitive disclosures of County's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of County's Protected Health Information

disclosed, and (iv) a brief statement of the purpose of the disclosure. Business Associate further shall provide any additional information to the extent required by HIPAA and any accompanying regulations.

- C. *Disclosure Information for Repetitive Disclosures.* For repetitive disclosures of County's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including County), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.
- D. *Disclosure Information for Large Research Activities.* For disclosures of County's Protected Health Information that Business Associate makes for particular Research involving 50 or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that Business Associate must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of County's Protected Health Information disclosed for the Research, (iv) the dates or periods during which Business Associate made or may have made these disclosures, including the date of the last disclosure that Business Associate made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom Business Associate made these disclosures, and (vi) a statement that County's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity.

- d. **Restriction Agreements and Confidential Communications.** Business Associate will comply with any agreement that County makes that either (i) restricts use or disclosure of County's Protected Health Information pursuant to 45 C.F.R. § 164.522(a), or (ii) requires confidential communication about County's Protected Health Information pursuant to 45 C.F.R. § 164.522(b), provided that County notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. County will promptly notify Business Associate in writing of the termination or alteration of any such restriction agreement or confidential communication requirement.

5. **Privacy Breach and Security Incidents**

a. **Reporting.**

- i. *Privacy Breach.* Business Associate will report to County any use or disclosure of County's Protected Health Information not permitted by this Business Associate Agreement or in writing by County. In addition, Business Associate will report, following discovery and without unreasonable delay, but in no event later than 48 hours following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by HIPAA and any implementing regulations. This obligation to report shall include any unauthorized acquisition, access, use, or disclosure, even where Business Associate has determined that

such unauthorized acquisition, access, use, or disclosure does not compromise the security or privacy of such information, unless such acquisition, access, use or disclosure is excluded from the definition of breach in 45 C.F.R. 164.402(2).

Business Associate shall cooperate with County in investigating the Breach and in meeting the County's obligations under HIPAA and any other security breach notification laws.

- ii. Any such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate will make the report to County's Privacy Officer not more than 5 business days after Business Associate learns of such non-permitted use or disclosure. Business Associate's report will at least:
 - A. Identify the nature of the non-permitted access, use or disclosure, including the date of the Breach and the date of discovery of the Breach;
 - B. Identify County's Protected Health Information accessed, used or disclosed as part of the Breach (e.g., full name, social security number, date of birth, etc.);
 - C. Identify who made the non-permitted access, use or disclosure and who received the non-permitted disclosure;
 - D. Identify what corrective action Business Associate took or will take to prevent further non-permitted access, uses or disclosures;
 - E. Identify what Business Associate did or will do to mitigate any deleterious effect of the non-permitted access, use or disclosure; and
 - F. Provide such other information, including a written report, as County may reasonably request.
- iii. *Security Incidents.* Business Associate will report to County any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of County's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. If any such security incident resulted in a disclosure of County's Protected Health Information not permitted by this Business Associate Agreement, Business Associate will make the report in accordance with Section 4(a)(i) above.

b. Term and Termination of Agreement

- i. *Term.* This BAA shall be coterminous with the Agreement.
- ii. *Right to Terminate for Breach.* County may terminate the Agreement if it determines, in its sole discretion, that Business Associate has breached any provision of this BAA and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within a reasonable period of time established at the discretion of the County not to exceed 30 days without the express, written consent of the County. County may exercise this right to terminate the Agreement by providing Business Associate written notice of termination, stating the failure to cure the breach of this BAA that provides the basis for the termination. Any such termination will be effective immediately or at such other date specified in County's notice of termination. If for any reason County determines that Business Associate has breached the terms of this BAA and such breach has not been cured, but County determines that termination of the Agreement is not feasible, County may report such breach to the U.S. Department of Health and Human Services.

- iii. Business Associate may terminate the Agreement if it determines, after reasonable consultation with County, that County has breached any material provision of this BAA and upon written notice to County of the breach, County fails to cure the breach within 30 days after receipt of the notice or such additional period of time as the parties mutually agree. Business Associate may exercise this right to terminate the Agreement by providing County written notice of termination, stating the failure to cure the breach of this BAA that provides the basis for the termination. Any such termination will be effective upon such reasonable date as the parties mutually agree. If Business Associate reasonably determines that County has breached the terms of this BAA and such breach has not been cured, but Business Associate and County mutually determine that termination of the Agreement is not feasible, Business Associate may report such breach to the U.S. Department of Health and Human Services.
- iv. *Obligations on Termination.*
 - A. Return or Destruction of County's Protected Health Information as Feasible. Upon termination or other conclusion of the Agreement, Business Associate will, if feasible, return to County or destroy all of County's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of County's Protected Health Information. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed County's Protected Health Information as permitted by Section 1(e) of this BAA, to, if feasible, return to Business Associate (so that Business Associate may return it to County) or destroy all of County's Protected Health Information in whatever form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived therefrom that allow identification of any individual who is a subject of County's Protected Health Information, and certify on oath to Business Associate that all such information has been returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 60 days following the effective date of the termination or other conclusion of the Agreement.
 - B. Procedure When Return or Destruction Is Not Feasible. Business Associate will identify any of County's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents as permitted by Section 1(e) of this BAA, that cannot feasibly be returned to County or destroyed and explain why return or destruction is infeasible. Where County agrees that such return or destruction is infeasible, Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. If County does not agree, subparagraph A above shall apply. Business Associate will, by its written contract with any subcontractor or agent to which Business Associate discloses County's Protected Health Information as permitted by Section 1(e) of this BAA, require such subcontractor or agent to limit its further use or disclosure of County's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 60

days following the effective date of the termination or other conclusion of the Agreement.

- C. **Continuing Privacy and Security Obligation.** Business Associate's obligation to protect the privacy and safeguard the security of County's Protected Health Information as specified in this BAA will be continuous and survive termination or other conclusion of the Agreement and this BAA.
- D. **Other Obligations and Rights.** Business Associate's other obligations and rights and County's obligations and rights upon termination or other conclusion of the Agreement will be those specified in the Agreement.
- c. **Defense and Indemnification.** Business Associate will defend, indemnify and hold harmless County and any County department, affiliate, officer, director, employee or agent from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs as well as notification and credit monitoring costs, arising out of or in connection with any non-permitted use or disclosure of County's Protected Health Information or other breach of this BAA by Business Associate or any subcontractor or agent under Business Associate's control.
 - i. *Right to Tender or Undertake Defense.* If County is named a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted use or disclosure of County's Protected Health Information or other breach of this BAA by Business Associate or any subcontractor or agent under Business Associate's control, County will have the option at any time either (A) to tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent County's interests at Business Associate's expense, or (B) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.
 - ii. *Right to Control Resolution.* County will have the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that County may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify County under this Section 4(c).
 - iii. *Survival.* The defense and indemnification obligations provided herein shall survive the expiration or termination of this Agreement, whether occasioned by this Agreement's expiration or earlier termination.

6. **General Provisions.**

- a. **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of County's Protected Health Information available to County and to DHHS to determine County's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E, and the Security Rule.
- b. **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of County's Protected Health Information or Standard Transactions, the Agreement and this BAA will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation. Any other amendment or waiver of this BAA shall require a separate writing executed by the parties that expressly modifies or waives a specific provision(s)

of, this BAA.

- c. **Compliance.** To the extent that the Business Associate is to carry out a covered entity's obligation under HIPAA, the Business Associate shall comply with the requirements applicable to carrying out the obligation.
7. **Conflicts.** The terms and conditions of this BAA will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of the Agreement remain in full force and effect.
8. **No Third Party Beneficiaries.** County and Business Associate agree that there are no intended third party beneficiaries under, or other parties to, this BAA.
9. **Governing Law; Jurisdiction; Venue.** This BAA will be governed by and construed in accordance with the laws of the State of New York. Any action brought under this Business Associate Agreement will be brought in a court of competent jurisdiction venued in the County of Otsego, State of New York.
10. **Miscellaneous.**
 - a. **Amendment.** County and Business Associate agree to take such action as is necessary to amend this BAA from time to time as is necessary for compliance with the requirements of HIPAA and any other applicable law.
 - b. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

IN WITNESS WHEREOF, the County and Business Associate have executed this BAA.

DIGITAL SIGNATURE PAGE

**Hollis Denise-
County Attorney**

Digitally signed by Hollis Denise-
County Attorney
Date: 2024.03.20 18:37:13 EDT
Reason: County Attorney approval
Location: Cooperstown, NY 13326

**Snyder TheriJo-
Superintendent**

Digitally signed by Snyder TheriJo-
Superintendent
Date: 2024.04.10 10:00:56 EDT
Reason: Vendor signature
Location: Cherry Valley, NY 13320