Attachment I H.

CVSCS Auditorium use schedule
for Glimmerglass Orchestra rehearsals
June 22-July 10, 2012

DATE	TIME	ACTIVITY
~~Friday June 22~~	~~4:00pm-6:00pm~~	~~Load-in~~
Saturday, June 23	~~*Not used*~~	Load in
Sunday, June 24	**9:00am-1:30pm**	Set-up & Orchestra Rehearsal
Monday, June 25	**9:00am-5:00pm**	Orchestra Rehearsal
Tuesday, June 26	**9:00am-2:00pm**	Orchestra Rehearsal & load-out
Wednesday, June 27	*Not used*	
Thursday, June 28	**3:30pm-6:00pm**	Load-in
Friday, June 29	**9:00am-5:00pm**	Orchestra Rehearsal
Saturday, June 30	**9:00am-5:00pm**	Orchestra Rehearsal
Sunday, July 1	*Not used*	
Monday, July 2	**10:00am-Noon**	Load-out
Tuesday, July 3	*Not used*	
Wednesday, July 4	*Not used*	
Thursday, July 5	*Not used*	
Friday, July 6	**9:00am-4:00pm**	Load-in, Rehearsal, Load-Out
Saturday, July 7	*Not used*	
Sunday, July 8	**11:00am-5:00pm**	Load-in, Rehearsal, Load-out
Monday, July 9	**1:30pm-10:30pm**	Load-in, Rehearsal
Tuesday, July 10	**10:00am-4:00pm**	Load-out & final clean-up

Richard Blanton, Company Manager O: 607-547-0700 ext 231. M: 502-931-4437
Bill Frish, Music Administrator O: 607-547-0700 ext 229

Attachment III A

Non-Instructional/Business Operations

SUBJECT: FISCAL ACCOUNTING AND REPORTING POLICY

The Board of Education insists on clear, complete and detailed accounting of all financial transactions for which the Board is held accountable.

Accounting and Reporting Systems

The system of accounts will conform to the Uniform System of Accounts for School Districts, as defined by the State Comptroller's Office. In addition, accounting and reporting will adhere to generally accepted governmental accounting standards. The accounting system will yield information necessary for the Board to make policy decisions and perform its oversight function.

The Board directs the Superintendent to keep informed of changes in state and/or Government Accounting Standards Board (GASB) accounting requirements and implement changes, as appropriate. The Board expects that all requirements and changes will be communicated so that the Board can carry out its responsibilities.

The District's governance and control environment will include the following:

a) The District's code of ethics addresses conflict of interest transactions with Board members and employees.
b) The District requires attendance at training programs for Board members, business officials, Treasurers, claims auditors and others to ensure they understand their duties and responsibilities and the data provided to them.
c) The Board has an audit committee to assist in carrying out its fiscal oversight responsibilities. The Superintendent shall use the audit committee to assist in the response for issues reported in the annual Certified Public Accountant's (CPA's) Management letter, audit reports, the Single Audit and consultant reports. The Superintendent shall ensure that the provisions contained in the General Municipal Law in regard to audit reports are followed.
d) The District has a long-term (three to five years) financial plan for both capital projects and operating expenses.
e) Proposed expenditures will be budgeted under and the actual expenditures will be charged to categories that most accurately describe the purpose for which monies are to be spend.
f) The Board routinely receives and discusses the necessary fiscal reports including the:
    1) Treasurer's cash reports (monthly),
    2) Budget status reports(quarterly),
    3) Revenue status reports(monthly),
    4) Extra-classroom activity fund reports(monthly), and
    5) Fund balance projections (last two quarters)

g) The District's information systems are economical, efficient, current, and up-to-date. All computer files are secured with passwords or other controls, backed up on a regular basis, and stored at an off site location. All controls are periodically verified to ensure they are working efficiently.
h) When possible all staff will take vacation during which time another staff member performs the duties of the staff on vacation when possible.

Education Law 1610:1721; 2117; 2528; 2577; 2590i
General Municipal Law 33;34
8NYCRR 155.1; 170.1; 170.2

Attachment III C.

Cherry Valley-Springfield Central School
2012-2013 School Calendar

SEPTEMBER

M	T	W	Th	F
H	C	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28

OCTOBER

M	T	W	Th	F
1	2	3	4	5
H	9	10	11	12
15	16	17	18	C
22	23	24	25	26
29	30	31		

NOVEMBER

M	T	W	Th	F
			1	2
5	6	7	8	9
H	13	14	15	16
19	20	V	H	V
26	27	28	29	30

DECEMBER

M	T	W	Th	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
V	V	V	V	V
V				

JANUARY

M	T	W	Th	F
	V	2	3	4
7	8	9	10	11
14	15	16	17	18
H	R	R	R	R
28	29	30	31	

HOLIDAYS

September 3	Labor Day
September 4	Supt. Conference Day – No Students
September 5	Classes Begin - All Students
October 8	Columbus Day
October 19	Supt. Conference Day
November 12	Veterans Day (Observed)
November 21-23	Thanksgiving Recess
December 24 - January 1	Holiday Vacation
January 21	M.L. King, Jr. Day
January 22-25	Regents
February 18	President's Day
February 19-22	Winter Vacation
March 25-29	Spring Vacation
March 29	Good Friday
May 3	Supt. Conference Day
May 27	Memorial Day
June 11-21	Regents Exams
June 21	Last Day of School
June 21	Regents Rating Day

DAYS IN SESSION

September	19
October	22
November	18
December	15
January	21
February	15
March	16
April	22
May	22
June	15
	185

FEBRUARY

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
H	V	V	V	V
25	26	27	28	

MARCH

M	T	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
V	V	V	V	V

APRIL

M	T	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

MAY

M	T	W	Th	F
		1	2	C
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
H	28	29	30	31

JUNE

M	T	W	Th	F
3	4	5	6	7
10	R	R	R	R
R	R	R	R	R
~~24~~	~~25~~	~~26~~	~~27~~	~~28~~

Emergency Days: 5

If additional days (more than 5) are needed, they would be added as follows: March 25, 26, 27, 2013

Adopted by Board of Education: March 15, 2012 Revised (June 11, 2013): April 19, 2012

August 30, 2012 will be a required Conference Day for all Instructional Staff

Attachment III D.

Memorandum of Agreement

April 3, 2012

By and Between

Cherry Valley – Springfield Instructional Support Employees' Association

And

Cherry Valley – Springfield Central School District

The Superintendent of the Cherry Valley - Springfield Central School District ("District") and the Cherry Valley – Springfield Instructional Support Employees' Association ("Association") hereby agree to the following modifications to the current collective bargaining agreement between the District and the Association dated July 1, 2010 through June 30, 2012 as follows:

- All items in the current agreement shall be carried forward into the new agreement without change unless the change is identified herein.
- Any issue previously proposed by either party that is not identified herein shall be considered withdrawn.
- This agreement is subject to final ratification by the Cherry Valley – Springfield Board of Education and the Cherry Valley – Springfield Instructional Support Employee' Association. Both bargaining teams agree to fully recommend the terms of this agreement.

1. This agreement shall be for a duration of three years, and more specifically from July 1, 2012 to June 30, 2015.

2. **Article V – Insurance Coverage**
   Amend first paragraph of Article V as follows:
   Employees hired on or after July 1, 2003 who work a minimum of *30 hours per week and earn at least 5,000 annually or are a bus driver, will contribute 10% of the annual premium as defined above.
   *30 hours or the maximum allowed by Civil Service Law, which ever is lower.

3. **Article VI – Salary Items**
   Amend first paragraph of Sub Article B. 3. as follows:
   All employees will receive a $.50/hour increase in each of the three years of the contract effective July 1, 2012.
   Modify Article VI as follows:
   Drivers and combined employees will be paid their hourly wage for all runs
   Delete D2, D3, D5 and D6
   Due to the deletions above D4 will become D2 and will be amended as follows: All runs will be staffed using seniority bidding. Seniority bidding will take place once per year in August before the school year begins for all primary runs. The district reserves the right to assign 40-hour employees to a shortened primary run and may reassign drivers as needed from primary or secondary runs.
   New D4 - The hourly rate for Substitute Bus Drivers will be $16.50.

4. **Article VII – Miscellaneous Provisions**
   Amend Sub Article C. 4. as follows: The District will issue a separate $20.00 check towards licensing costs in the beginning of each school year. If a bus driver resigns prior to the end of that school year the $20.00 will be deducted from their last paycheck.

5. **Delete Article VIII**

FOR THE ASSOCIATION

By James M. Sweeney 4/3/2012
James Sweeney
By Raymond E Key 4/3/2012
Ray Key
By Colleen Sheldon 4/3/12
Colleen Sheldon
By Michele VanDewerker 4/3/2012
Michele VanDewerker
By Richard A. Collins 4/3/2012
Richard Collins JR

FOR THE DISTRICT

By Robert J. Miller 4-3-2012
Robert J. Miller, Superintendent

Attachment III F.

BOE
TRANSFERS

7530	A2250.400	A2250.470	Unatego school encumbrance foster student
10000	A2330.150	A2330.160	Instructional to non-instructional (summer program/afterschool)
6100	A1310.160	A1240.150	Changes in end of year payroll encumbrances
2000	A1320.160	A1240.150	Changes in end of year payroll encumbrances
2400	A1345.160	A1240.160	Changes in end of year payroll encumbrances
16422	A1620.160	A1325.160	Changes in end of year payroll encumbrances
66517.26	A2110.130	A2110.120	Changes in end of year payroll encumbrances
18000	A2110.130	A2110.160	Changes in end of year payroll encumbrances
33643.11	A2210.130	A2110.160	Changes in end of year payroll encumbrances
4212.5	A2250.150	A2610.150	Changes in end of year payroll encumbrances
1527.3	A2250.150	A2810.150	Changes in end of year payroll encumbrances
10682.5	A2250.150	A2810.160	Changes in end of year payroll encumbrances
6872	A2250.150	A2830.150	Changes in end of year payroll encumbrances
1000	A2250.150	A2850.160	Changes in end of year payroll encumbrances
2485	A2250.150	A2855.160	Changes in end of year payroll encumbrances

Attachment III G

Bassett Healthcare Network
HealthWorks

Occupational Health Services

AGREEMENT
BETWEEN
THE
THE MARY IMOGENE BASSETT HOSPITAL
d/b/a BASSETT MEDICAL CENTER
OCCUPATIONAL HEALTH SERVICES

AND

CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL

THIS AGREEMENT made this 1st day of January 2012, by and between **CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL**, having its office and principal place of business located at Cherry Valley, New York 13320 (hereinafter referred to as **"COMPANY"**) and **THE MARY IMOGENE BASSETT HOSPITAL d/b/a BASSETT MEDICAL CENTER**, a not-for-profit corporation on having its office and principal place of business in the One Atwell Road, Cooperstown, State of New York 13326 (hereinafter referred to as **"MIBH"**).

WITNESSETH:

WHEREAS, "COMPANY" has a need for the services of drug and alcohol screening and medical review of the results of employees who obtain and utilize a CDL license to perform their required duties as an employee of **"COMPANY"**.

NOW, THEREFORE, "COMPANY" and the **MIBH** hereto agree as follows:

1. TERM. The term of this contract shall be for a period of one (1) year from January 1, 2012, through December 31, 2012, inclusive.

2. DESCRIPTION OF SERVICES. The **MIBH** agrees to designate one of its employees expert in occupational health services to provide the following professional services:

A. **MIBH** will, under the supervision of a duly qualified physician, licensed to practice medicine in the State of New York who is employed by **MIBH**, perform the necessary medical services for this drug and alcohol screening.

One Atwell Road • Cooperstown, New York 13326
Ph (607) 547-6023 • (800) 343-7527 • **Fx** (607) 547-5810

B. **MIBH** will bill **"COMPANY"** monthly the above mentioned services during the one (1) year term of this agreement for the following per test fees:

Urine Drug Collection	-	**$30.00**
Laboratory Charge	-	**$20.00**
Medical Review Officer Charge	-	**$20.00**
Post Accident Test	-	**$50.00**
Breath Alcohol Testing	-	**$25.00**

(all above services are done by appointment only)

C. The **COMMUNITY HEALTH CENTER** will bill **"CV-S"** monthly for the above mentioned services during the (1) year term of this agreement for the following per test fee:

Urine Drug Collection - **$30.00**
(if collected at the **Community Health Center)**

D. **"COMPANY"** will remit payment within thirty (30) days from receipt of invoice from **MIBH**.

3. **AGENCY.** This agreement in no way establishes an agency relationship between the **MIBH** and **"COMPANY"**. Each party shall maintain its independence and its separate identity. Each party shall have exclusive control of its management, employees, staff, policies, and assets. Neither party assumes any liability for the acts of the other party.

4. **INDEMNIFICATION.** Each party hereto shall hold harmless and indemnify the other party and the other party's trustees, directors, officers, employees and agents (each, an "Indemnitee") from and against all losses, damages, liabilities and claims (and actions in respect thereof) and all costs and expenses, including reasonable attorneys' fees and litigation expenses, in connection with any such loss, damage, liability, claim or action, that an Indemnitee suffers by reason of any negligent act or omission on the part of the indemnifying party (the "Indemnitor") or the Indemnitor's trustees, directors, officers, employees and agents in connection with or relating to this Agreement. The Indemnitee shall promptly notify the Indemnitor in writing of any claim against it with respect to which indemnity will be sought hereunder. Untimely notice will affect the Indemnitor's obligations only to the extent it has been prejudiced. Upon unconditionally assuming the obligation to indemnify, the Indemnitor shall be entitled to assume the defense of such claim

with counsel reasonably acceptable to the Indemnitee, following which the Indemnitor will not be liable to the Indemnitee for any legal or other expenses incurred without the Indemnitor's consent. No right to indemnity shall exist for a claim settled without the written consent of the Indemnitor which consent shall not be unreasonabley withheld, delayed or conditioned. This paragraph will survive any termination of the Agreement for any reason.

5. **INSURANCE.** Each party shall maintain comprehensive liability and malpractice insurance coverage reasonably acceptable to the other party either in the form of a self-insurance program or in the form of a policy purchased from an insurance company.

The parties shall name each other as additional insured on their respective general liability or malpractice liability insurance policies on a primary and non-contributory basis, and any other valid and collectible insurance available to the additional insured shall be excess over and above the primary insured's policy. Such policy shall contain an endorsement for contractual indemnity coverage as provided for under this Agreement. Each party shall have the right to request from the other party a certificate of insurance and proof of payment of the applicable insurance premium for the applicable insurance policy.

6. **MODIFICATION.** This is the entire agreement between the parties with respect to the subject matter hereof. The terms of this written agreement supersede any and all written and oral representations previously made. There shall be no oral modifications of this agreement and any modification or amendment of the terms of this agreement shall not be binding unless executed in writing by the parties hereto.

7. **ASSIGNMENT.** This agreement may not be assigned by either party without prior express written approval of the other. The terms of this agreement shall be binding upon the successors and assigns of the parties hereto.

8. **TERMINATION.** The agreement may be terminated by either party by notice in writing of termination delivered personally or sent by registered mail addressed to the other party at its then principal office. Such notice shall be delivered or mailed at least sixty (60) days prior to intended termination date.

9. **GOVERNING LAW.** The parties' rights and duties under this Agreement shall be governed by the law of the State of New York. Any action of proceeding arising out of or relation to this Agreement shall be venued in the New York State Supreme Count in and for the County of Otsego, New York. The parties consent to the jurisdiction of the said Court.

IN WITNESS WHEREOF, each of the parties hereto has caused this agreement to be signed by a duly authorized officer as of the day and year first above written.

CHERRY VALLEY-SPRINGFIELD CENTRAL SCHOOL

By:_____

THE MARY IMOGENE BASSETT HOSPITAL

_____

Bertine McKenna, Ph. D.
Executive Vice President/Chief Operating Officer

Attachment III H.

AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2012, 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 No. 32-20120104, duly adopted by the Otsego County Board of Representatives on the 4th day of January, 2012 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, 2012 and shall continue until December 31, 2012.
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: _____
Joyce L. Boyd
Commissioner

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

On this ____day of _____, in the year 2012, before me, the undersigned, a Notary Public in and for the said State, personally appeared **JOYCE L. BOYD**, 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 _____.

CHERRY VALLEY SPRINGFIELD CENTRAL SCHOOL

By: _____
Peter Freehafer
Board President

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

On this ____day of _____, in the year 2012, before me, the undersigned, a Notary Public in and for the said State, personally appeared **PETER FREEHAFER**, 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"

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 12.5% 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. In addition, the CONTRACTOR shall reimburse the COUNTY 12.5% of any additional overhead costs necessary for the operation of the program.

The CONTRACTOR will be billed quarterly and shall make payment within 30 days of billing. In no event shall the CONTRACTOR's liability exceed 12.5% of salary, benefits, mileage costs and other additional overhead necessary for the operation of the program.

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 1-17, then Exhibit C, Items 1-17 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.

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. 32-20120104

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

CLARK, ROTHENBERGER, POWERS, ROWINSKI

WHEREAS, the Otsego County Department of Social Services has determined that the best 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, 2012 through December 31, 2012:

Cherry Valley-Springfield School District
Edmeston School District
Milford School District
Richfield Springs School District
Schenevus School District
Unatego School District (3 Caseworkers)

for preventive services, to be furnished by Otsego County, with a caseworker(s) located in each above-listed district, with 12.5% of the salary, benefits, costs and other additional overhead necessary for the operation of the child preventive 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 2012 Social Services Administration Budget at line 6010.1000-A Personal Service and consist of 50% Federal funds, 37.5% State funds, and 12.5% 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 4th day of January, 2012.

WITNESS my hand and the official seal of the Board of Representatives of Otsego County, New York, this 4th day of January, 2012.

(SEAL)

Carol D. McG

Clerk, Board of Representatives
Otsego County, New York

Attachment III I

EQUIPMENT QUOTE

ITEM	QUANTITY	COMPANY	DESCRIPTION	TOTAL COST
AL1001E12-E5	3	ALL-MODE	ETHERNET ROUTING SWITCH	14619.39
AA1419048-E6	3	ALL-MODE	DIGITAL MONITORING INTERFACE	618
1042659	3	CDW-G	FIB OPTIC CABLE	54
1835096	1	CDW-G	LINKSYS WRLS N ACCESS POINT	120
S4745LL/A	6	APPLE	PROTECTION PLAN	594
MC706LL/A	6	APPLE	IPAD WITH WI-FI 32GB	3594
MD306LL/A	6	APPLE	IPAD 2 SMART COVER	229.98
			TOTAL	19829.37

ATTACHEMNT III J

Salary Information:

RESOLUTION 11-4-2012
Salary Agreements: Account Clerk - Betty Short - $30,038
Keyboard Specialists - Teena Harvey - $38,894
Amy Russo - $25,750
Merrilyn Clapper - $28,094
Treasurer/Account Clerk - Regina Frasier - $29,790
Secretary to the Superintendent - Laura Carson - $34,140
Transportation Director - Dennis Hathaway - $64,000
Cafeteria Manager - Holly Kehoe - $30,723

RESOLUTION 16-4-2012
Bonnie Georgi - $79,514