

South Lewis Central Schools

Mr. Douglas Premo, Superintendent

4264 East Road
PO Box 10
Turin, NY 13473
315-348-2500
Fax: 315-348-2510
www.southlewis.org

Proposition 1-2020/21 Budget \$26,453,524

Yes	792
No	475

Proposition 2-Purchase 3 buses \$356,485

Yes	784
No	488

Board of Education 5 year seats

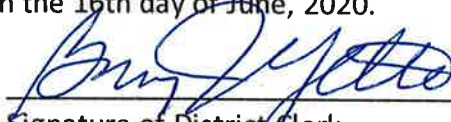
Richard Ventura	665 **
Paul Campbell	644 **
Nancy Szewczyk-Davoy	422
Joshua Leviker	397
Jean Lieber	252

** elected

I, Barry J. Yette, District Clerk of the South Lewis CSD Board of Education, hereby certify results of the annual election that took place on the 16th day of June, 2020.

6/17/20

Date



Signature of District Clerk





TO

Dawn Ludovici

South Lewis Central School District

for participation in
New York State School Boards Association
leadership development opportunities
totaling 150 points

2020

Fred J. Langstaff
President

Robert S. Schneider
Executive Director

South Lewis Central Schools

Mr. Douglas Premo, Superintendent

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Turin, NY 13473
315-348-2500
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June 8th 2020

MEMO TO: Mr. Doug Premo
Superintendent of Schools

FROM: Barry Yette
Business Administrator

RE: Items for Discard/Disposal and/or Public Sale

DATE: May 13, 2020

Through the Capital Improvement Project, we have items that are no longer needed, obsolete or in disrepair that we would like to take to the Board for discard/disposal and/or public sale. These items include, but are not limited to, building-demolished structures, furniture, fixtures and equipment.

South Lewis Central School District

Mr. Douglas E. Premo, Superintendent

Port Leyden Elementary

P.O. Box 68, Port Leyden, NY 13433
315/348-2660

Christopher Villiere, Principal and Director of Health, Physical Education, and Athletics

To: Board of Education
From: Christopher Villiere, Port Leyden Elementary Principal and Director of Health,
Physical Education, and Athletics (Effective 7/1/20)
Date: May 21, 2020
RE: Uniforms

Dear Mr. Premo and the Board of Education:

We respectfully request to dispose of various outdated soccer, volleyball, and basketball uniforms. Please see the attached document for further detail.

Thank you for your consideration,

Christopher Villiere, Principal

[illegible]

South Lewis Central Schools

Mr. Douglas Premo, Superintendent

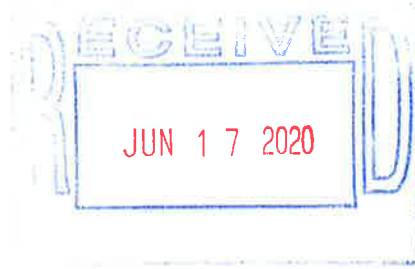
6/16/20
Bog

South Lewis Middle School

P. O. Box 70, East Rd., Turin, NY 13473
315-348-2570, Fax 315-348-2510

Ms. Judith A. Duppert
Middle School Principal
315-348-2570

Mrs. Julie Kraeger
Guidance Counselor
315-348-2575



TO: Board of Education and Mr. Premo
FROM: Judy Duppert *J.A.D.*
CC: Richard Poniktera
DATE: June 15, 2020
RE: Items for Discard

I respectfully request to dispose of the following items which are no longer used as part of the Grade 5 Science program by Miss Fitzgerald and Mrs. Horn.

1. Scott Foresman
Pearson
New York Science – The Diamond Edition
Copyright 2008

87 Textbooks
36 Teacher Materials
1,550 Science Leveled Readers

**BOARD OF EDUCATION OF THE SOUTH LEWIS CENTRAL SCHOOL DISTRICT
AND HAND IN HAND EARLY CHILDHOOD CENTER**

PARTNERSHIP AGREEMENT

This Partnership Agreement ("Agreement") is made and entered into this 13th day of May, 2020, by and between the Board of Education of the South Lewis Central School District ("SLCSD" or "District") having its principal office at 4264 East Road, Post Office Box 10 Turin, New York 13473 and the Hand In Hand Early Childhood Center ("HIH") having its principal office at 5780 Brookside Circle, Lowville, New York 13367 on the terms and conditions that follow:

RECITALS

WHEREAS, the Glenfield Elementary School and Port Leyden Elementary School are owned by the Board of Education of the South Lewis Central School District, and

WHEREAS, the use of public school buildings and facilities are permitted to be used for child care purposes in accordance with Education Law §414; and

WHEREAS, the South Lewis Central School District has applied for and received an Extended School Day/School Violence Prevention (ESD/SVP) grant from the New York State Education Department in the amount of \$ 350,000.00 to fund in part an after school program; and

WHEREAS, a maximum amount not to exceed \$43,000.00 shall be allocated to the after school child care program; and

WHEREAS, HIH desires to implement and operate an after school program known as the Hand in Hand After School Program at the Glenfield Elementary School in Glenfield, New York and Port Leyden Elementary School in Port Leyden, New York; and

WHEREAS, HIH desires to use a portion of the Facilities for an after school child care program purposes; and

WHEREAS, SLCSD desires to continue to use the Facilities for educational and instructional purposes as an elementary school for students residing in the school district; and

WHEREAS, SLCSD and HIH have agreed to enter into an Operating Agreement for the use of portions of the Facilities pursuant to the terms and conditions set forth herein; and

NOW, THEREFORE, the parties agree as follows:

ARTICLE I

SUBJECT OF AGREEMENT

A. Purpose

The purpose of this Agreement shall be to set forth the terms and conditions for the implementation of the Hand in Hand After School Program by HIH and SLCSO.

B. Location

The location of the Facilities shall be at the Glenfield Elementary School and Port Leyden Elementary School locations.

ARTICLE II

Funding and Adherence to Grant Conditions and Requirements

A. Funding

The Hand in Hand After School Program is funded by an appropriation from the Extended School Day/School Violence Prevention (ESD/SVP) grant provided to the South Lewis Central School District from the New York State Education Department. The maximum amount of the appropriation to HIH for operation of the Hand in Hand After School Program is \$43,000.00 for the term of this agreement.

B. Payments

SLCSO agree to pay HIH an initial amount of \$5,000.00 on or before September 1, 2020, and shall pay additional amounts as invoiced by HIH for services provided during the term of this agreement up to the maximum amount. HIH shall invoice SLCSO monthly at the completion of each month's services and SLCSO agree to make monthly payments within thirty (30) days of the receipt of HIH's invoice.

C. Adherence to Grant Requirements

1. SLCSO and HIH agree to adhere to any grant requirements governing the Hand in Hand After School Program.
2. HIH shall not invoice the SLCSO for any expenditures that are unapproved. In the event that an audit identifies expenditures that are not approved, HIH agrees to reimburse SLCSO.

ARTICLE III

Responsibilities

A. SLCSD Provision of Space and Facilities

SLCSD hereby provides space and facilities in the Glenfield Elementary School and Port Leyden Elementary School to HIH as described herein, together with the right of access as specified by SLCSD at the location described in Article I, B. Title to the Premises shall remain in SLCSD. The lease shall be for a period of one (1) year.

B. SLCSD Responsibilities

1. Assurance the availability of clean spaces for the Hand in Hand After School Program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space. The number of students involved in the program: 20 Port Leyden elementary students and 20 Glenfield elementary school students and space needs to be adequate for these participation levels.
2. Supply adequate and appropriate space for the after school program materials and equipment.
3. Facilitate the provision of full custodial services at no cost.
4. Work cooperatively with the research and evaluation component of the Hand in Hand Program. This may include, but not limited to, sharing school profiles and relevant data available in the public domain.

C. Responsibilities of HIH

1. Communicate and provide information to the school about the Hand in Hand After School Program through scheduled meetings.
2. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to Board of Education and Health Department standards.
3. Recruit, employ, and train all program staff in cooperation with the school.
4. Ensure that all applicable local and state requirements for staff clearances are met.
5. Ensure that all after-school program staff are fingerprinted and cleared by the Department of Health through the child abuse registry.

6. Manage the day-to-day operations of the program and notify the school of any problems, issues, and concerns in a timely fashion.
7. Assure the availability of clean spaces for the after-school program in an adequate number of classrooms, as well as the cafeteria, auditorium, library, computer lab, gymnasium, and any other relevant space.
8. Attend school staff meetings as determined by the school principal.
9. Make staff available for in-service trainings throughout the school year and arrange for appropriate substitute coverage.
10. Invite designated school staff to attend after-school staff meetings
11. Ensure the respectful treatment of school property, including replacing property damaged or destroyed by the students or staff of the after school program, and keeping spaces used by the after school program clean.
12. Facilitate the provision of full custodial services at no cost to the Hand in Hand After School Program.
13. Develop protocol for emergency notification of parents and/or guardians.
14. Establish procedures for the safe keeping and safe transport of children after school hours.
15. Ensure that the staff onsite during program hours are trained in CPR, First Aid, and medical emergencies.
16. Maintain appropriate insurance coverage as set forth in the grant contract and as required by SLCSO.

D. Joint Responsibilities of SLCSO and HIH

1. Ensure that all procedures and regulations for health, fire, safety, pick-ups, parent consents, transportation, field trips, food, sports-related health exams, insurance, medical and other emergency procedures will be clearly listed and widely disseminated, and that they will conform to applicable local and state standards.
2. Structure and facilitate meaningful communications between the school staff and the Hand in Hand Program. Provide on-going opportunities for the school staff and Hand in Hand staff to plan, coordinate, and integrate curricular areas with after school activities.
3. Hold regularly scheduled meetings between the staff of the Hand in Hand Program and the school principal, as well as other appropriate personnel, to

discuss all issues pertaining to the Hand in Hand Program. Issues would include, but not limited to, staff performances, effectiveness of program features, student development, and other issues of program evaluation.

4. Develop mechanisms and opportunities to communicate on a regular basis with both parents and family members of the program's students, including information regarding the after-school program that is accessible in a public space.
5. Recruit, select, and enroll student participants in the Hand in Hand Program and disseminate procedural information widely.

ARTICLE IV

OWNERSHIP OF IMPROVEMENTS

For the duration of the Lease, and any extension thereof, SLCSO shall continue to own the real property, buildings, improvements and fixtures. On termination or expiration of the Lease and Partnership Agreement, HIH shall have the right to remove personal property owned by HIH that is not permanently affixed to the buildings or real property. All other external improvements shall be owned by SLCSO. In the event HIH is unable or unwilling to remove the personal property due to lack of funds or any other reason within sixty (60) days of termination or expiration, the ownership of said personal property shall vest in SLCSO. HIH shall execute such documents as necessary to perfect vesting of title to SLCSO.

ARTICLE V

OPERATION AND MAINTENANCE

A. Maintenance

SLCSO will maintain in good order and condition the Facilities throughout the term of this Agreement.

All costs and fees incurred with respect to maintenance will be borne by SLCSO.

B. Utilities

All utility costs, which serve the Facilities, will be borne by SLCSO.

C. Custodial, Grounds, Care and Security

SLCSO, at its sole cost and expense, shall provide all custodial, grounds maintenance and snow removal related to the buildings and grounds, and shall provide for security, including an alarm and fire system connected to system. Any contracts for services, including any security contract for surveillance or installation of security equipment,

shall be borne by SLCSO and shall be subject to review by HIH. All SLCSO authorized personnel providing services, including vendors, shall be adequately screened by SLCSO and shall be supervised by SLCSO staff.

D. Capital Improvements

To the extent, during the lease term or term of the Partnership Agreement, any capital improvements that must be made, as opposed to ordinary maintenance and repair, such capital improvements shall be contracted for and made at the expense of HIH. SLCSO may provide input and must approve the installation of all capital improvements.

E. Operations

1. Use of Facilities by HIH.

- a. Classroom Facilities. HIH will be permitted to use designated classrooms in the Glenfield Elementary School and Port Leyden Elementary buildings primarily for instruction of children enrolled in the After School Program.
- b. Hiring and Screening of HIH Staff. HIH shall screen all employees, both full and part time, and shall conduct background and criminal checks as required by Social Services Law and any other applicable laws or policies.
- c. Hours of Operation of Facility. During school days, the hours of operation of the Facility shall generally be 3 pm – 6 pm. During non-school days, including School holidays and summer weekdays, the Facility's hours of operation shall generally be 3 pm to 6 pm. These hours of operation may be adjusted from time to time as agreed upon between SLCSO and HIH.
- d. The Facilities shall not normally be open on Saturdays, Sundays or some designated holidays. In the case of special events, the hours of operation may be modified on a case-by-case basis as agreed to by HIH and SLCSO.
- e. SLCSO's Right to Exclude Staff or Facility User. Notwithstanding the hiring and disciplinary policies of HIH's employees or consultants, SLCSO reserves the right to exclude from the Facility and the Campus any such employee or consultant who engages in disruptive conduct at the Facility or on SLCSO property, or whether or not at the Facility or on SLCSO property, engages in conduct constituting moral turpitude whether or not convicted of a criminal offense. SLCSO shall have the right to exclude any user of the Facility engaging in disruptive conduct or commits vandalism either to the Facility or to SLCSO property.
- f. Public Relations; Press Releases. Any press releases or public relations

related to the Facility (excluding its day-to-day programs and/or operations) shall be coordinated with SLCSO before release or dissemination.

- g. **Access to Facilities.** SLCSO and its authorized representatives, shall have emergency access to the Facilities at all times. Except in the case of an emergency, HIH shall be notified in advance by SLCSO representatives, if possible, seeking access if the Facilities are closed. The purpose for SLCSO access shall be to ensure security, integrity, maintenance and cleaning of the Facilities and to assure that the Facilities are being operated in compliance with the schedule specified in this Agreement.
- h. **No Assignment of Rights or Obligations.** For the duration of this Agreement, including any extensions, HIH shall have no authority to assign its rights or obligations or to sublet the Facilities, any SLCSO property, or any buildings or equipment on SLCSO property. HIH shall be permitted to allow third parties to use the Facilities if approved in writing by and only under the supervision, direction and control of HIH. SLCSO shall be notified at least five business days in advance of the requested third party use and SLCSO shall have the option to refuse consent for the requested use.
- i. HIH will be responsible for obtaining all required licenses and permits to operate the child care programs.

2. Use of Facilities by SLCSO.

- a. **Classroom Facilities.** SLCSO will be permitted to continue to use the classrooms or other space in the Facilities used by HIH during its designated hours of use when such use will not disrupt HIH activities.
- b. **SLCSO's Right to Exclude Staff or Facilities User.** Notwithstanding the hiring and disciplinary policies of HIH's employees or consultants, SLCSO reserves the right to exclude from the Facilities and the real property of SLCSO any such employee or consultant who engages in disruptive conduct at the Facilities or on SLCSO property, or whether or not at the Facilities or on SLCSO property, engages in conduct constituting moral turpitude whether or not convicted of a criminal offense. SLCSO shall have the right to exclude any user of the Facilities engaging in disruptive conduct or commits vandalism either to the Facilities or to SLCSO property.
- f. **Public Relations; Press Releases.** Any press releases or public relations related to the Facilities (excluding its day-to-day programs and/or operations) shall be coordinated with SLCSO before release or dissemination.

ARTICLE VI

INSURANCE AND INDEMNITY

A. HIH Insurance Requirements

At all times during the operation of the Facilities, HIH shall provide, and at no time allow to lapse, the following insurance which shall have an effective date to cover any liability as described below:

1. **Liability Insurance.** HIH shall include the SLCSO and the indemnitees set forth in the indemnification provision of this Agreement as additional insureds by causing endorsements or amendatory riders to be attached to the insurance policies described below. The insurance coverage afforded under these policies shall be primary to any insurance carried independently by the Indemnitees. Said amendatory riders or endorsements shall indicate that as respects the Indemnitees, there shall be severability of interests under said insurance policies for all coverages provided under said insurance policies. The policies shall include a waiver of subrogation. HIH shall provide SLCSO with a Certificate of Insurance with the coverages specified below and any necessary amendatory endorsements in a form acceptable to SLCSO.

HIH shall maintain, at its own expense, the following insurance coverages, insuring HIH, its employees, agents, officers and Board members and the Indemnitees as required herein, which insurance shall be placed with insurance companies licensed and authorized to conduct business in New York State and rated at least "A-" by Best's Key Rating Guide and shall incorporate a provision requiring the giving of written notice to Owner at least thirty (30) days prior to the cancellation, non-renewal or material modification of any such policies as evidenced by return receipt of United States certified mail:

- (a) Comprehensive General Liability Insurance (including Broad-Form contractual liability and completed operations, explosion, collapse and underground hazards) in the amount of one million dollars (\$1,000,000.00) per occurrence/ \$2,000,000.00 general aggregate covering personal injury, bodily injury and property damage.
2. **Workers' Compensation and Related Employee Insurance.** HIH shall maintain workers' compensation insurance and other insurance as required by law for its employees. SLCSO shall maintain worker's compensation and other insurance as required by law for its employees.
3. **Use of Insurance Proceeds.** In the event of a casualty loss, HIH and SLCSO shall meet and confer to determine whether the affected Facility shall be rebuilt. If the affected Facility is not to be replaced, provided that all demolition and removal and restoration of the site is completed by SLCSO, SLCSO shall be

entitled to the insurance proceeds for the loss. If SLCSO declines or fails to restore the affected Facility to its original condition, SLCSO shall be entitled, and HIH hereby agrees, to direct that any insurance proceeds be released to SLCSO.

C. Indemnity

- 1. Indemnity Arising from HIH Activity or Operation of Facility.** HIH shall defend, indemnify and hold harmless SLCSO, its Board of Education, its members, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of (1) HIH's use of the Facilities, the site or any portion of SLCSO property, (2) the use of the building or equipment constructed or installed and located on the site, the premises or any portion of SLCSO property in violation of the terms of this Agreement, or (3) any negligent act or omission of HIH, its officers, employees, agents, volunteers, or anyone for whose acts HIH may be liable in connection with the use of the Facilities. This duty to defend, indemnify and hold harmless shall include any liability arising out of the use, operation, supervision, and/or maintenance of (1) the Facilities and any equipment thereon, (2) any HIH equipment used on the Facilities or any other portion of SLCSO property, (3) any SLCSO equipment used by HIH on the Facilities or any other portion of SLCSO property, and (4) any SLCSO building used by HIH or used in HIH activities if permitted by SLCSO.
- 2. Indemnity Arising from SLCSO Use of the Facilities.** SLCSO shall defend, indemnify and hold harmless HIH, its Board of Directors, its Directors, officers, employees, agents, and volunteers from and against all claims, damages, losses, expenses, including reasonable attorney fees and costs, arising out of (1) SLCSO's use of the Facilities, (2) the use of equipment at the Facilities; or (3) any negligent act or omission or the willful misconduct of SLCSO, its officers, employees, agents, volunteers, or anyone for whose acts SLCSO may be liable in connection with the use of the Facilities. This duty to defend, indemnify and hold harmless shall include any liability arising out of the use, operation, supervision, and/or maintenance of (1) the Facilities and any equipment thereon by SLCSO, (2) any SLCSO equipment used on the Facilities by SLCSO, (3) any HIH equipment used by SLCSO on the Facilities, and (4) any HIH space or rooms used by SLCSO or used in SLCSO activities.

ARTICLE VII

DEFAULT AND TERMINATION

A. Default

In the event SLCSO breaches any provision of the Agreement it shall be in default. In the event of default, SLCSO shall be given a reasonable cure period, not to exceed sixty (60) calendar days unless extended in writing by HIH, to cure the default after written notice is given to SLCSO. In the event such violation requires more than sixty (60) days to cure, under a reasonable cure period shall be extended provided SLCSO is in good faith continuing the process to cure.

In the event HIH breaches any provision of the Agreement it shall be in default. In the event of default, HIH shall be given a reasonable cure period, not to exceed thirty (30) calendar days unless extended in writing by SLCSO, to cure the default after written notice is given to HIH. In the event such violation requires more than 30 days to cure, under a reasonable cure period shall be extended provided HIH is in good faith continuing the process to cure.

B. Termination

Failure to cure the default shall render SLCSO in substantial breach of its obligations and shall entitle HIH to exercise any of its remedies in equity or at law including immediate termination of the Agreement and the Lease.

Failure to cure the default shall render HIH in substantial breach of its obligations and shall entitle SLCSO to exercise any of its remedies in equity or at law including immediate termination of the Agreement and the Lease.

C. Termination Without Cure Period

There shall be no cure period and the contract shall be terminated immediately on the following event or events:

1. **Assignment of Assets for the Benefit of Creditors.** If HIH assigns all or substantially all of its assets for the benefit of creditors, this Agreement shall be immediately terminated.
2. **Assignment of Interest in Agreement.** If HIH or SLCSO assigns any of its rights, duties or obligations under the Agreement, this Agreement shall be immediately terminated.
3. **Filing a Petition of Bankruptcy.** A voluntary or involuntary, filing for bankruptcy by HIH shall be cause for immediate termination of the Agreement

without notice or further action by SLCSD.

4. **Abandonment of Facilities.** If HIH, for any reason abandons the Facilities, the Agreement shall be terminated. If SLCSD, for any reason closes Facilities, the Agreement shall be terminated.
5. **Termination by Expiration of Lease or Partnership Agreement.** If not earlier terminated with or without cause, this Agreement shall terminate upon the expiration of Partnership Agreement or any extension thereof.

D. Termination of Lease

1. Upon termination of the Lease or Partnership Agreement, this Agreement shall terminate and title to the Facilities, less reasonable wear and tear, shall remain vested in SLCSD.

ARTICLE VIII

TAXES, ASSESSMENTS AND ENCUMBRANCES

A. Taxes

HIH shall be responsible for any real property taxes, sales taxes, use taxes, or possessory interest taxes to the extent HIH is liable for use of tax-exempt property. SLCSD shall be responsible for any assessments related to its use of the Premises and Facilities, if any.

B. Other Fees

Any fees, whether or not characterized as assessments, including any entitlement or processing fees related to the construction of the Facility whether paid to local, county or state government related to the Facility shall be the responsibility of SLCSD.

C. Encumbrances

The Facilities are on tax-exempt property. HIH shall not seek to encumber or otherwise place a lien on the Premises as security for a monetary encumbrance or for the performance of a HIH obligation.

ARTICLE IX
DISPUTE RESOLUTION

A. Mediation

The parties shall attempt informal, and if so agreed, formal mediation regarding any dispute arising out of this Agreement.

B. Litigation

In the event that the parties are unable to resolve any outstanding dispute, any litigation shall be in Lewis County Supreme Court, Lowville, New York.

ARTICLE X
MISCELLANEOUS PROVISIONS

A. Captions

The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define the scope or the extent of this Agreement or the construction of any provision.

B. Counterparts

This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument. A facsimile or copy shall be as valid as an original.

C. Entire Agreement; Exhibits

This Agreement, including all exhibits, along with the Real Estate Lease, constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement and the Real Estate Lease. All prior understandings, terms or conditions, including any memorandums of understanding (MOU's) are modified by this Agreement and the Real Estate Lease.

D. Interpretation

This Agreement shall be interpreted in accordance with the laws of the State of New York. This Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against any party. The rule of construction that the contract is to be strictly interpreted against the drafter shall not apply. Each party herein shall be

construed as co-drafters.

E, Other Documents

The parties agree to cooperate fully in carrying out the terms and conditions of this Agreement, including the execution of such other documents that may be necessary to carry out the purpose and intent of this Agreement.

F. Modification of Agreement

This Agreement may only be modified in writing duly executed and ratified by the parties.

G. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the parties. Neither HIH nor SLCSO shall not assign any rights, duties or obligations, including its Lease, under this Agreement. Breach of this provision shall constitute a default and shall be grounds for an immediate termination.

H. Severability

If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.


EXECUTION

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date herein above inscribed.

**SOUTH LEWIS CENTRAL
SCHOOL DISTRICT**

**HAND IN HAND CHILD
CARE CENTER**

President, Board of Education



President, Board of Directors

Agreement, and all attached exhibits, ratified by the Board of Education of the South Lewis Central School District on _____ 2020 at its regular Board of Education meeting.

Clerk, Board of Education

Agreement, and all attached exhibits, ratified by the Board of Directors of Hand in Hand Child Care Center on 5-13- 2020 at its regular Board of Directors meeting.



Secretary, Board of Directors

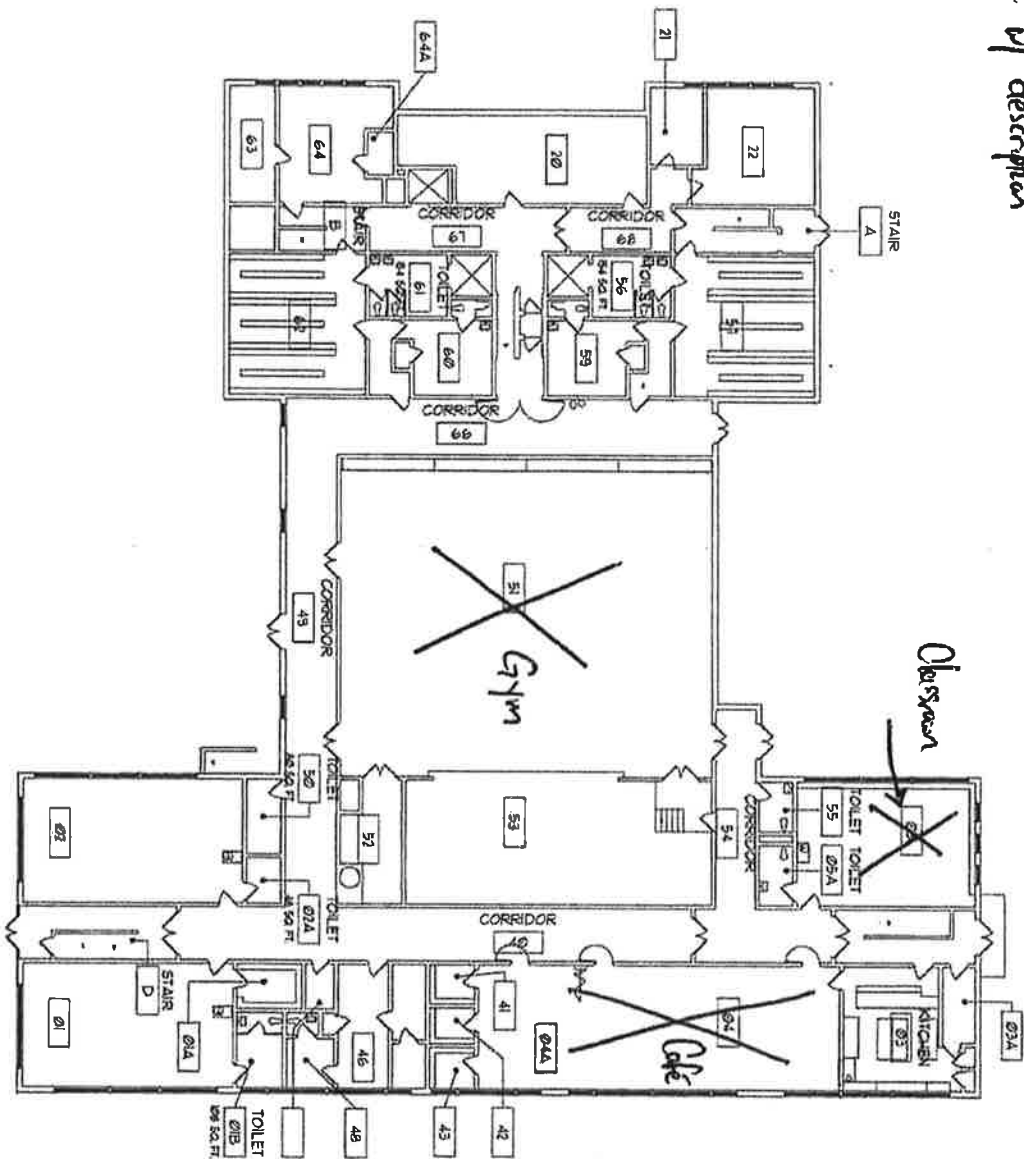
SCHEDULE OF EXHIBITS

Exhibit A - Diagram and Description Depicting Facilities Locations.

Port Lempen Elementary

Exhibit A

X = Appraisal Space w/ description



design group
ARCHITECTURE • INTERIOR DESIGN
1000 N. 10TH ST., SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.DSGROUP.COM



SOUTH LEWIS CSO
PORT LEMPHEN ELEM.
333.0001 STREET
PORT LEMPHEN, NEW YORK 13420
NEW YORK, NY 13420



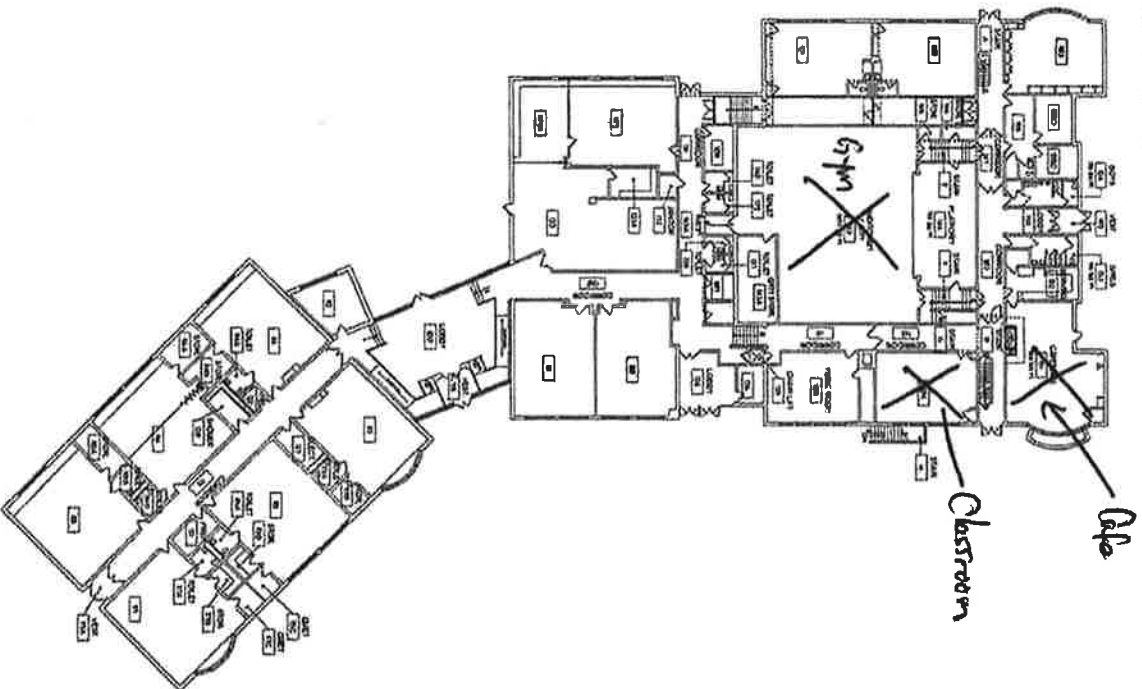
333.0001 STREET
PORT LEMPHEN ELEM.
333.0001 STREET
PORT LEMPHEN, NEW YORK 13420
NEW YORK, NY 13420

FIRST FLOOR PLAN

Project Number

Glenfield Elementary Exhibit A

X = Approval Space w/ description



design group
 1000 Main Street
 Glenfield, NY 12043
 518-359-1234
 www.designgroup.com

SOUTH LEMUS CSD
GLENFIELD ELEM.
 500 MAIN STREET
 GLENFIELD, NEW YORK 12043
 518-359-1234
 www.southlemus.org



FIRST FLOOR PLAN

SOUTH LEWIS CENTRAL SCHOOL DISTRICT

SCHOOL PHYSICIAN SERVICES AGREEMENT

For School Year Ending

June 30, 2021

1. **PARTIES AND TERM:** This Agreement for School Physician Services is made by and between the South Lewis Central School District (the District) and Lewis County General Hospital (the Contractor) collectively “the parties”.

This Agreement shall begin on July 1, 2020, and extend through the fiscal year ending June 30, 2021, provided that either party shall have the option to cancel the engagement as set forth in paragraph 9.

2. **DESCRIPTION OF SERVICES:** The Contractor agrees to provide a Physician(s) or designee who is duly licensed to practice medicine in the State of New York and will serve as the School Physician and Medical Inspector for the school district.

The Contractor will assign a duly licensed provider to the District at the Contractor’s discretion to provide services requested. However, every effort will be made for a Physician to be available to the District for services associated with this agreement. If for some reason a Physician is not available to provide select services, the District will be notified in advance.

The School Physician or designee will perform such duties as prescribed by the NYS Education Law and the rules and Regulations of the State of New York Education Department and customarily performed by one holding such position in other similar school districts in the State of New York.

All health examinations and other services will be conducted at the appropriate District’s school location.

3. **NATURE OF SERVICES REQUIRED:**

- a. **Oversight of School Health Services.** The School Physician or designee shall be responsible for performing, coordinating and/or oversight of the provision of school health services in the District.
- b. **Health Examinations.** The School Physician or designee will perform physical appraisals, in accordance with Education Law and District policy;
 - 1.) For students who do not present a certificate from their family physician upon entering school and in grades Kindergarten, 2, 4, 7, and 10 or within 30 days after entry into school.
 - 2.) For students participating in interscholastic activities who do not present a certificate from their family physician. These health examinations will occur prior to the sport season at agreed upon dates and times with school health officials and the School Physician or designee.
 - 3.) For students in special class placement or other instruction of the physically or mentally handicapped and the emotionally disturbed, or prior to their return to a regular class program.
 - 4.) For students who require a physical for working papers.
 - 5.) For new employees of the District who do not present a certificate from their family physician.
 - 6.) For employees of the District employed as Bus Drivers, as required by Federal and State laws.

7.) For other employees of the District, such as Maintenance and Food Services personnel, for the purpose of assuring the employees ability to perform the essential functions of their position.

- c. **Consultant to School Nurse.** The School Physician or designee will be available by phone, text, and/or email, to the School Nurse to discuss student medical concerns, and/or school health services, as needed, and will respond to inquiries as soon as practically possible.

The School Physician or designee will participate in meetings with the School Nurse and/or other school officials whenever appropriate to discuss health related concerns.

The School Physician or designee will be knowledgeable regarding public health laws and will assist the School Nurse and/or other school officials in the interpretation and application of those laws.

- d. **Standing Orders and Protocols.** The School Physician or designee will provide annual standing orders for emergency epinephrine, as allowed by New York State Education Law.

The School Physician or designee will provide annual signed orders for the District's First Aid Protocols for the School Nurse.

The School Physician or designee will sign prescriptions for the Fluoride Program.

- e. **Consultant to the Committee on Special Education.** The School Physician or designee will be available to meet with CPSE and CSE when requested, at a time convenient to both the Committees and the School Physician or designee, when arranged with reasonable advance notice.

The School Physician or designee will provide physical examinations of students as requested by CSE or CPSE chairperson, when an individual student has no access to a primary medical provider.

The School Physician or designee will provide written prescriptions for Occupational and/or Physical Therapy for students referred by the CSE chairperson, such referrals will be made only when all other means of obtaining these prescriptions have been exhausted.

- f. **Other Responsibilities.**

- 1.) Provide recommendations in the development of board policies, administrative regulations and district practices concerning health-related issues.

- 2.) Provide services required by law relative to Automatic External Defibrillation.
- 3.) The School Physician or designee will offer flu shots to staff not covered by UMR.
- 4.) Provide services associated with the Athletic Placement Process (formerly known as Selective Classification).
- 5.) Perform such other tasks and assume such other responsibilities as the District's Superintendent may assign and are agreed to by the Contractor's Clinic Manager.

4. RESPONSIBILITIES OF THE DISTRICT:

- a. The District will provide all Nursing services.
- b. The District will setup time slots as needed for the required physicals. Ideally, these physicals will be in approximately 4-hour time slots twice per month. In total the scheduled physicals should not exceed 12 days (96 hours) in a school year.
- c. The District will ensure a full complement of students and/or staff during the physical time slots to best utilize the time of the School Physician or designee.
- d. The School District will provide the School Physician or designee with reasonable work space, desks and chairs. The School Physician or designee will also be provided with access to telephone lines, photocopying facilities and fax machines for District-related business use only.
- e. The Superintendent of Schools, or his or her designee, shall be responsible for the overall supervision of this Agreement.

5. CONFIDENTIALITY: By the nature of the services it renders to the District, the Contractor will acquire knowledge of sensitive information regarding District operations, employees, and students. Such information is confidential and not subject to disclosure by the District under the Freedom of Information Law. The use of such information to the advantage of the Contractor or its employees, agents, or representatives, or the disclosure of such information to third parties is prohibited.

6. MUTUAL INDEMNIFICATION: Each party (for purposes of this Paragraph 6, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph 6, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent

operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

7. **PROOF OF INSURANCE:** Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor agrees to effectuate the naming of the District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation and professional liability, and shall provide evidence of required coverage listed below on the onset of this contract, and at annual insurance renewal.

Commercial General Liability Insurance-

- Minimum of \$1,000,000 per occurrence/\$2,000,000 aggregate.

Medical Malpractice Insurance-

- Minimum of \$1,300,000 per occurrence/\$3,900,000 aggregate.

Workers' Compensation and NYS Disability-

- Statutory Workers' Compensation and NYS Disability Benefits Insurance.

8. **PAYMENT:** The District agrees to compensate the Contractor, as follows;

Services for July 1, 2020 – June 30, 2021: not to exceed \$21,000.

Contract payments will be in equal quarterly installments, for each service period.

9. **TERMINATION:** Each party shall have the option to cancel the engagement provided that ninety (90) days' written notice is given to the other party. Throughout the term of the engagement, this Agreement may be terminated by the District for cause with thirty (30) days' notice. Throughout the term of the engagement, this Agreement may be terminated by the Contractor for non-payment, or as a result of the District, or its representatives, failing to provide the information deemed necessary to undertake the Contractor's responsibilities under this Agreement. Should this Agreement be terminated payment will be pro-rated based upon the termination date.
10. **NOTICES.** All notices provided under this Agreement must be in writing at the following addresses:

To the District: Superintendent of Schools, and
School Business Administrator
South Lewis Central School
PO Box 10
Turin, NY 13473

To the Contractor: Jeffery Hellinger, CFO
Lewis County General Hospital
7785 North State Street
Lowville, NY 13367

11. **ENTIRE AGREEMENT.** This Agreement contains and embraces the entire agreement between the parties, and it or any part of it may not be changed, altered, modified, limited, terminated or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed and acknowledged by the parties hereto, their legal representatives, successors or assigns.
12. **BOARD APPROVAL.** This Agreement is subject to approval by the district's Board of Education.
13. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.
14. **VENUE:** All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Lewis County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

The undersigned hereby declare that they have read the foregoing Agreement and any and all other materials submitted in connection with the same, and agree to abide by the requirements therein.

For the South Lewis Central School District:

For the Lewis County General Hospital:

Name: Andy Liendecker_____

Name: Jeffery Hellinger_____

Title: BOE President_____

Title: CFO_____

Date: _____

Date: _____

Date approved by the Board of Education: _____



Mountain View Prevention Services

7714 Number Three Road • Lowville, New York 13367
Tel. 315 376-2321 • Fax 315 376-2347

MOUNTAIN VIEW EMPLOYEE ASSISTANCE SERVICES CONTRACT

Between Mountain View Prevention Services (MVPS) and South Lewis Central School District, Turin, New York. This agreement shall be in effect from the 1st day of July 2020, until cancelled by either party upon 60 days written notice to the other party.

MVPS (hereinafter referred to as the Provider) will provide the following services to South Lewis Central School. (hereinafter referred to as the Company):

1. The Provider will consult with the Company and the advisory committee regarding continuing program development.
2. The Provider will assist the Company in the development, selection, and use of promotional materials as requested in order to keep all relevant persons appropriately informed about the EAP.
3. The Provider will offer free orientations as needed.
4. The Company will receive 2 hours of free training. Additional trainings and seminars will be offered at a reduced rate of \$150 per hour and any related travel expenses will be paid by the Company.
5. The Provider will interview any person covered by the contract for the purpose of identifying problems, determining the appropriate service provider(s) to which the client can be referred, and arranging for such referrals. The Provider accepts responsibility for following the progress of these referrals.
6. The Provider will keep confidential records of all activities connected with the Company program, and will present statistical records on a regular basis.
7. The Provider will furnish technical assistance to the Company when appropriate with respect to the MVPS Employee Assistance Services.
8. The Provider will assist the Company with any program evaluation efforts for the purpose of ongoing program development and justification.

Renewal: This agreement shall be automatically renewed every July for successive one-year periods, unless the Company terminates this agreement by giving (60) days' prior written notice to the Provider. This Provider may adjust the rate of payment for such renewal based on the numbers of employees.

The cost of said MVPS Employee Assistance Services for the specified period, based on 235 employees is \$4935 which is payable in full or two parts.

Mountain View Prevention Services



Christopher S. Paige, Executive Director

Date 5/17/2020

South Lewis Central School District

Date

Douglas Premo, Superintendent of Schools

PLEASE NOTE: All checks must be made payable to Mountain View Prevention Services.

SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE

Statement of Overall Objectives

The District is an active partner with students and parents in the task of ensuring that all students meet or exceed the New York State Learning Standards. The District recognizes that consistent school attendance, academic success, and school completion have a positive correlation, and therefore has developed, and, if necessary, will revise a Comprehensive Student Attendance Policy to meet the following objectives:

- a) Increase school completion for all students;
- b) Raise student achievement and close gaps in student performance;
- c) Identify attendance patterns in order to design attendance improvement efforts;
- d) Know the whereabouts of every student for safety and other reasons;
- e) Verify that individual students are complying with education laws relating to compulsory attendance;
- f) Determine the District's average daily attendance for state aid purposes.

Description of Strategies to Meet Objectives

The District will:

- a) Create and maintain a positive school building culture by fostering a positive physical and psychological environment where the presence of strong adult role models encourages respectful and nurturing interactions between adults and students. This positive school culture is aimed at encouraging a high level of student bonding to the school, which in turn should lead to increased attendance.
- b) Maintain accurate recordkeeping via a Register of Attendance to record attendance, absence, tardiness, or early departure of each student.
- c) Utilize data analysis systems for tracking individual student attendance and individual and group trends in student attendance problems.
- d) Develop strategies to improve school attendance for all students.

Students

SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE (Cont'd.)**Determination of Excused and Unexcused Absences, Tardiness, and Early Departures**

Based upon the District's education and community needs, values, and priorities, the District has determined that absences, tardiness, and early departures will be considered excused or unexcused according to the following standards:

- a) **Excused:** An absence, tardiness, or early departure may be excused if due to personal illness, illness or death in the family, religious observance, quarantine, required court appearances, attendance at health clinics, doctor appointments, approved college visits, obtaining learner permits, road tests, approved cooperative work programs, military obligations, or other reasons as may be approved by the Principal.
- b) **Unexcused:** An absence, tardiness, or early departure is considered unexcused if the reason for the lack of attendance does not fall into the above categories (e.g., family vacation, hunting, babysitting, haircut, oversleeping).

A written excuse, signed by a parent or person in parental relation should be presented by the student when returning to school following each absence. An email or phone call to the school is also acceptable.

Student Attendance Recordkeeping/Data Collection

The record of each student's presence, absence, tardiness, and early departure will be kept in a register of attendance in a manner consistent with Commissioner's regulations. An absence, tardiness, or early departure will be entered as "excused" or "unexcused" along with any District code for the reason.

Attendance will be taken and recorded in accordance with the following:

- a) For students in non-departmentalized pre-kindergarten through grade 4 (i.e., self-contained classrooms and supervised group movement to other scheduled school activities such as physical education in the gym, assembly, etc.), the student's presence or absence will be recorded after the taking of attendance once per school day.
- b) For students in grades 5 through 12 or in departmentalized schools at any grade level (i.e., students pass individually to different classes throughout the day), each student's presence or absence will be recorded after the taking of attendance in each period of scheduled instruction.
- c) Any absence for a school day or portion thereof will be recorded as excused or unexcused in accordance with the standards articulated in this policy.
- d) In the event that a student at any instructional level from grades K through 12 arrives late for, or departs early from, scheduled instruction, the tardiness or early departure will be recorded as excused or unexcused in accordance with the standards articulated in this policy.

(Continued)

Students

SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE (Cont'd.)

A record will be kept of each scheduled day of instruction during which the school is closed for all or part of the day because of extraordinary circumstances including adverse weather conditions, impairment of heating facilities, insufficiency of water supply, shortage of fuel, destruction of or damage to a school building, or other cause as may be found satisfactory to the Commissioner of Education.

Attendance records will also indicate the date when a student withdraws from enrollment or is dropped from enrollment in accordance with Education Law Section 3202(1-a).

At the conclusion of each class period or school day, all attendance information will be compiled and provided to the designated school personnel who are responsible for attendance. The nature of the absence, tardiness, or early departure will be coded on a student's record in accordance with the established District or building procedures.

Student Attendance and Course Credit

The District believes that classroom participation is related to, and affects, a student's performance and grasp of the subject matter and, as such, is properly reflected in a student's final grade. For purposes of this policy, classroom participation means that a student is in class and prepared to work.

Consequently, for each marking period, a certain percentage of a student's final grade will be based on classroom participation as well as the student's performance on homework, tests, papers, projects, etc., as determined by the classroom teacher and approved by the building principal.

Students are expected to attend all scheduled classes. Consistent with the importance of classroom participation, student absences, tardiness, and early departures may affect a student's grade, including credit for classroom participation, for the marking period.

However, the District may not deny course credit to a student who, regardless of absences, has taken all tests, completed missed class work, and secured a passing grade.

Students will be considered in attendance if the student is:

- a) Physically present in the classroom or working under the direction of the classroom teacher during the class scheduled meeting time; or
- b) Working under an approved independent study program; or
- c) Receiving approved alternative instruction.

Students who are absent from class due to their participation in a school-sponsored activity must arrange with their teachers to make up any work missed in a timely manner as determined by the student's teacher. Attendance at school-sponsored events where instruction is substantially equivalent to the instruction which was missed will be counted as the equivalent of regular attendance in class.

(Continued)

Students

SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE (Cont'd.)

Upon returning to school following an absence, tardiness, or early departure, it will be the responsibility of the student to consult with his or her teacher(s) regarding arrangements to make up missed work, assignments, and/or tests in accordance with the time schedule specified by the teacher.

Chronic Absenteeism

Chronic absenteeism is defined as missing at least 10% of enrolled school days in a year for any reason, excused or unexcused. Chronic absenteeism differs from truancy because it emphasizes missed instructional time rather than unexcused absences. Missed instructional time can increase a student's risk for disengagement, low achievement, and dropping out, among other things.

In light of this, the District will:

- a) Work to ensure that parents or persons in parental relation are informed of the Comprehensive Student Attendance policy.
- b) Encourage student attendance through grade-level and/or building-level appropriate incentives.
- c) Effectively intervene with consequences and/or supports when an identified pattern of absences, tardiness and/or early departure exists for a student.

Parent Attendance Review

A parent or person in parental relation may request a building-level review of his or her child's attendance record.

Building Review of Attendance Records

The building principal will periodically work in conjunction with the building attendance clerk and other designated staff in reviewing attendance records. This review is conducted to identify individual and group attendance patterns and to initiate appropriate action to address the problem of absences, tardiness, and early departures.

Review by the Board

The Board may make any revisions to the Policy and plan deemed necessary to improve student attendance.

(Continued)

Students

SUBJECT: COMPREHENSIVE STUDENT ATTENDANCE (Cont'd.)**Community Awareness**

The Board will promote necessary community awareness of the District's Comprehensive Student Attendance Policy by:

- a) Providing copies of the policy to any member of the community upon request.

Education Law §§ 3024, 3025, 3202, 3205, 3206, 3210, 3211, and 3213
8 NYCRR §§ 104.1, 109.2, and 175.6

NOTE: Refer also to Policy #7131 -- Education of Students in Temporary Housing

Adoption Date: 6/19/12

Revised: 6/23/20

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA

The District is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing it to others, including, but not limited to, third-party contractors. The District adopts this policy to implement the requirements of Education Law Section 2-d and its implementing regulations, as well as to align the District's data privacy and security practices with the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

Definitions

As provided in Education Law Section 2-d and/or its implementing regulations, the following terms, as used in this policy, will mean:

- a) "Breach" means the unauthorized acquisition, access, use, or disclosure of student data and/or teacher or principal data by or to a person not authorized to acquire, access, use, or receive the student data and/or teacher or principal data.
- b) "Building principal" means a building principal subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- c) "Classroom teacher" means a teacher subject to annual performance evaluation review under the provisions of Education Law Section 3012-c.
- d) "Commercial or marketing purpose" means the sale of student data; or its use or disclosure for purposes of receiving remuneration, whether directly or indirectly; the use of student data for advertising purposes, or to develop, improve, or market products or services to students.
- e) "Contract or other written agreement" means a binding agreement between an educational agency and a third-party, which includes, but is not limited to, an agreement created in electronic form and signed with an electronic or digital signature or a click-wrap agreement that is used with software licenses, downloaded, and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.
- f) "Disclose" or "disclosure" means to permit access to, or the release, transfer, or other communication of personally identifiable information by any means, including oral, written, or electronic, whether intended or unintended.
- g) "Education records" means an education record as defined in the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)**

- h) "Educational agency" means a school district, board of cooperative educational services (BOCES), school, or the New York State Education Department (NYSED).
- i) "Eligible student" means a student who is eighteen years or older.
- j) "Encryption" means methods of rendering personally identifiable information unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified or permitted by the Secretary of the United States Department of Health and Human Services in guidance issued under 42 USC Section 17932(h)(2).
- k) "FERPA" means the Family Educational Rights and Privacy Act and its implementing regulations, 20 USC Section 1232g and 34 CFR Part 99, respectively.
- l) "NIST Cybersecurity Framework" means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1). A copy of the NIST Cybersecurity Framework is available at the Office of Counsel, State Education Department, State Education Building, Room 148, 89 Washington Avenue, Albany, New York 12234.
- m) "Parent" means a parent, legal guardian, or person in parental relation to a student.
- n) "Personally identifiable information (PII)," as applied to student data, means personally identifiable information as defined in 34 CFR Section 99.3 implementing the Family Educational Rights and Privacy Act, 20 USC Section 1232g, and, as applied to teacher or principal data, means personally identifying information as this term is defined in Education Law Section 3012-c(10).
- o) "Release" has the same meaning as disclosure or disclose.
- p) "Student" means any person attending or seeking to enroll in an educational agency.
- q) "Student data" means personally identifiable information from the student records of an educational agency.
- r) "Teacher or principal data" means personally identifiable information from the records of an educational agency relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law Sections 3012-c and 3012-d.
- s) "Third-party contractor" means any person or entity, other than an educational agency, that receives student data or teacher or principal data from an educational agency pursuant to a contract or other written agreement for purposes of providing services to the educational

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)**

agency, including but not limited to data management or storage services, conducting studies for or on behalf of the educational agency, or audit or evaluation of publicly funded programs. This term will include an educational partnership organization that receives student and/or teacher or principal data from a school district to carry out its responsibilities pursuant to Education Law Section 211-e and is not an educational agency, and a not-for-profit corporation or other nonprofit organization, other than an educational agency.

- t) "Unauthorized disclosure" or "unauthorized release" means any disclosure or release not permitted by federal or state statute or regulation, any lawful contract or written agreement, or that does not respond to a lawful order of a court or tribunal or other lawful order.

Data Collection Transparency and Restrictions

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Additionally, the District will:

- a) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.
- b) Ensure that it has provisions in its contracts with third-party contractors or in separate data sharing and confidentiality agreements that require the confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

Except as required by law or in the case of educational enrollment data, the District will not report to NYSED the following student data elements:

- a) Juvenile delinquency records;
- b) Criminal records;
- c) Medical and health records; and
- d) Student biometric information.

Nothing in Education Law Section 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the District.

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)****Chief Privacy Officer**

The Commissioner of Education has appointed a Chief Privacy Officer who will report to the Commissioner on matters affecting privacy and the security of student data and teacher and principal data. Among other functions, the Chief Privacy Officer is authorized to provide assistance to educational agencies within the state on minimum standards and best practices associated with privacy and the security of student data and teacher and principal data.

The District will comply with its obligation to report breaches or unauthorized releases of student data or teacher or principal data to the Chief Privacy Officer in accordance with Education Law Section 2-d, its implementing regulations, and this policy.

The Chief Privacy Officer has the power, among others, to:

- a) Access all records, reports, audits, reviews, documents, papers, recommendations, and other materials maintained by the District that relate to student data or teacher or principal data, which includes, but is not limited to, records related to any technology product or service that will be utilized to store and/or process PII; and
- b) Based upon a review of these records, require the District to act to ensure that PII is protected in accordance with laws and regulations, including but not limited to requiring the District to perform a privacy impact and security risk assessment.

Data Protection Officer

The District has designated a District employee to serve as the District's Data Protection Officer.

*The Data Protection Officer for the District is: Deborah Domagala.

The Data Protection Officer is responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law Section 2-d and its implementing regulations, as well as serving as the main point of contact for data privacy and security for the District.

The District will ensure that the Data Protection Officer has the appropriate knowledge, training, and experience to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities. Additionally, some aspects of this role may be outsourced to a provider such as a BOCES, to the extent available.

(Continued)

SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**District Data Privacy and Security Standards**

The District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) (Framework) as the standard for its data privacy and security program. The Framework is a risk-based approach to managing cybersecurity risk and is composed of three parts: the Framework Core, the Framework Implementation Tiers, and the Framework Profiles. The Framework provides a common taxonomy and mechanism for organizations to:

- a) Describe their current cybersecurity posture;
- b) Describe their target state for cybersecurity;
- c) Identify and prioritize opportunities for improvement within the context of a continuous and repeatable process;
- d) Assess progress toward the target state; and
- e) Communicate among internal and external stakeholders about cybersecurity risk.

The District will protect the privacy of PII by:

- a) Ensuring that every use and disclosure of PII by the District benefits students and the District by considering, among other criteria, whether the use and/or disclosure will:
 - 1. Improve academic achievement;
 - 2. Empower parents and students with information; and/or
 - 3. Advance efficient and effective school operations.
- b) Not including PII in public reports or other public documents.

The District affords all protections under FERPA and the Individuals with Disabilities Education Act and their implementing regulations to parents or eligible students, where applicable.

(Continued)

**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)****Third-Party Contractors**District Responsibilities

The District will ensure that whenever it enters into a contract or other written agreement with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District, the contract or written agreement will include provisions requiring that confidentiality of shared student data or teacher or principal data be maintained in accordance with law, regulation, and District policy.

In addition, the District will ensure that the contract or written agreement includes the third-party contractor's data privacy and security plan that has been accepted by the District.

The third-party contractor's data privacy and security plan must, at a minimum:

- a) Outline how the third-party contractor will implement all state, federal, and local data privacy and security contract requirements over the life of the contract, consistent with District policy;
- b) Specify the administrative, operational, and technical safeguards and practices the third-party contractor has in place to protect PII that it will receive under the contract;
- c) Demonstrate that the third-party contractor complies with the requirements of 8 NYCRR Section 121.3(c);
- d) Specify how officers or employees of the third-party contractor and its assignees who have access to student data or teacher or principal data receive or will receive training on the laws governing confidentiality of this data prior to receiving access;
- e) Specify if the third-party contractor will utilize subcontractors and how it will manage those relationships and contracts to ensure PII is protected;
- f) Specify how the third-party contractor will manage data privacy and security incidents that implicate PII including specifying any plans to identify breaches and unauthorized disclosures, and to promptly notify the District;
- g) Describe whether, how, and when data will be returned to the District, transitioned to a successor contractor, at the District's option and direction, deleted or destroyed by the third-party contractor when the contract is terminated or expires; and
- h) Include a signed copy of the Parents' Bill of Rights for Data Privacy and Security.

(Continued)

**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)**Third-Party Contractor Responsibilities

Each third-party contractor, that enters into a contract or other written agreement with the District under which the third-party contractor will receive student data or teacher or principal data from the District, is required to:

- a) Adopt technologies, safeguards, and practices that align with the NIST Cybersecurity Framework;
- b) Comply with District policy and Education Law Section 2-d and its implementing regulations;
- c) Limit internal access to PII to only those employees or subcontractors that have legitimate educational interests (i.e., they need access to provide the contracted services);
- d) Not use the PII for any purpose not explicitly authorized in its contract;
- e) Not disclose any PII to any other party without the prior written consent of the parent or eligible student:
 - 1. Except for authorized representatives of the third-party contractor such as a subcontractor or assignee to the extent they are carrying out the contract and in compliance with law, regulation, and its contract with the District; or
 - 2. Unless required by law or court order and the third-party contractor provides a notice of the disclosure to NYSED, the Board, or the institution that provided the information no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by law or court order;
- f) Maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of PII in its custody;
- g) Use encryption to protect PII in its custody while in motion or at rest; and
- h) Not sell PII nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

Where a third-party contractor engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the third-party contractor by law and contract apply to the subcontractor.

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)**Cooperative Educational Services through a BOCES

The District may not be required to enter into a separate contract or data sharing and confidentiality agreement with a third-party contractor that will receive student data or teacher or principal data from the District under all circumstances.

For example, the District may not need its own contract or agreement where:

- a) It has entered into a cooperative educational service agreement (CoSer) with a BOCES that includes use of a third-party contractor's product or service; and
- b) That BOCES has entered into a contract or data sharing and confidentiality agreement with the third-party contractor, pursuant to Education Law Section 2-d and its implementing regulations, that is applicable to the District's use of the product or service under that CoSer.

To meet its obligations whenever student data or teacher or principal data from the District is received by a third-party contractor pursuant to a CoSer, the District will consult with the BOCES to, among other things:

- a) Ensure there is a contract or data sharing and confidentiality agreement pursuant to Education Law Section 2-d and its implementing regulations in place that would specifically govern the District's use of a third-party contractor's product or service under a particular CoSer;
- b) Determine procedures for including supplemental information about any applicable contracts or data sharing and confidentiality agreements that a BOCES has entered into with a third-party contractor in its Parents' Bill of Rights for Data Privacy and Security;
- c) Ensure appropriate notification is provided to affected parents, eligible students, teachers, and/or principals about any breach or unauthorized release of PII that a third-party contractor has received from the District pursuant to a BOCES contract; and
- d) Coordinate reporting to the Chief Privacy Officer to avoid duplication in the event the District receives information directly from a third-party contractor about a breach or unauthorized release of PII that the third-party contractor received from the District pursuant to a BOCES contract.

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)**Click-Wrap Agreements

Periodically, District staff may wish to use software, applications, or other technologies in which the user must "click" a button or box to agree to certain online terms of service prior to using the software, application, or other technology. These are known as "click-wrap agreements" and are considered legally binding "contracts or other written agreements" under Education Law Section 2-d and its implementing regulations.

District staff are discouraged from using software, applications, or other technologies pursuant to a click-wrap agreement in which the third-party contractor receives student data or teacher or principal data from the District unless they have received prior approval from the District's Data Privacy Officer or designee.

District staff will consult with the District's Data Privacy Officer, or designee, prior to the use of any software, applications, or other technologies pursuant to Click-Wrap Agreements.

Parents' Bill of Rights for Data Privacy and Security

The District will publish its Parents' Bill of Rights for Data Privacy and Security (Bill of Rights) on its website. Additionally, the District will include the Bill of Rights with every contract or other written agreement it enters into with a third-party contractor under which the third-party contractor will receive student data or teacher or principal data from the District.

The District's Bill of Rights will state in clear and plain English terms that:

- a) A student's PII cannot be sold or released for any commercial purposes;
- b) Parents have the right to inspect and review the complete contents of their child's education record;
- c) State and federal laws protect the confidentiality of PII, and safeguards associated with industry standards and best practices, including but not limited to encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- d) A complete list of all student data elements collected by the state is available for public review at the following website <http://www.nysed.gov/data-privacy-security/student-data-inventory> or by writing to the Office of Information and Reporting Services, New York State Education Department, Room 865 EBA, 89 Washington Avenue, Albany, New York 12234; and

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)**

- e) Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed in writing to Privacy Complaint, Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, New York 12234. Complaints may also be submitted using the form available at the following website <http://www.nysed.gov/data-privacy-security/report-improper-disclosure>.

The Bill of Rights will also include supplemental information for each contract the District enters into with a third-party contractor where the third-party contractor receives student data or teacher or principal data from the District. The supplemental information must be developed by the District and include the following information:

- a) The exclusive purposes for which the student data or teacher or principal data will be used by the third-party contractor, as defined in the contract;
- b) How the third-party contractor will ensure that the subcontractors, or other authorized persons or entities to whom the third-party contractor will disclose the student data or teacher or principal data, if any, will abide by all applicable data protection and security requirements, including but not limited to those outlined in applicable laws and regulations (e.g., FERPA; Education Law Section 2-d);
- c) The duration of the contract, including the contract's expiration date, and a description of what will happen to the student data or teacher or principal data upon expiration of the contract or other written agreement (e.g., whether, when, and in what format it will be returned to the District, and/or whether, when, and how the data will be destroyed);
- d) If and how a parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected;
- e) Where the student data or teacher or principal data will be stored, described in a manner as to protect data security, and the security protections taken to ensure the data will be protected and data privacy and security risks mitigated; and
- f) Address how the data will be protected using encryption while in motion and at rest.

The District will publish on its website the supplement to the Bill of Rights (i.e., the supplemental information described above) for any contract or other written agreement it has entered into with a third-party contractor that will receive PII from the District. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the District's data and/or technology infrastructure.

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)****Right of Parents and Eligible Students to Inspect and Review Students' Education Records**

Consistent with the obligations of the District under FERPA, parents and eligible students have the right to inspect and review a student's education record by making a request directly to the District in a manner prescribed by the District.

The District will ensure that only authorized individuals are able to inspect and review student data. To that end, the District will take steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.

Requests by a parent or eligible student for access to a student's education records must be directed to the District and not to a third-party contractor. The District may require that requests to inspect and review education records be made in writing.

The District will notify parents annually of their right to request to inspect and review their child's education record including any student data stored or maintained by the District through its annual FERPA notice. A notice separate from the District's annual FERPA notice is not required.

The District will comply with a request for access to records within a reasonable period, but not more than 45 calendar days after receipt of a request.

The District may provide the records to a parent or eligible student electronically, if the parent consents. The District must transmit the PII in a way that complies with laws and regulations. Safeguards associated with industry standards and best practices, including but not limited to encryption and password protection, must be in place when education records requested by a parent or eligible student are electronically transmitted.

Complaints of Breach or Unauthorized Release of Student Data and/or Teacher or Principal Data

The District will inform parents, through its Parents' Bill of Rights for Data Privacy and Security, that they have the right to submit complaints about possible breaches of student data to the Chief Privacy Officer at NYSED. In addition, the District has established the following procedures for parents, eligible students, teachers, principals, and other District staff to file complaints with the District about breaches or unauthorized releases of student data and/or teacher or principal data:

- a) All complaints must be submitted to the District's Data Protection Officer in writing.
- b) Upon receipt of a complaint, the District will promptly acknowledge receipt of the complaint, commence an investigation, and take the necessary precautions to protect PII.

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)**

- c) Following the investigation of a submitted complaint, the District will provide the individual who filed the complaint with its findings. This will be completed within a reasonable period of time, but no more than 60 calendar days from the receipt of the complaint by the District.
- d) If the District requires additional time, or where the response may compromise security or impede a law enforcement investigation, the District will provide the individual who filed the complaint with a written explanation that includes the approximate date when the District anticipates that it will respond to the complaint.

These procedures will be disseminated to parents, eligible students, teachers, principals, and other District staff.

The District will maintain a record of all complaints of breaches or unauthorized releases of student data and their disposition in accordance with applicable data retention policies, including the Records Retention and Disposition Schedule ED-1 (1988; rev. 2004).

Reporting a Breach or Unauthorized Release

The District will report every discovery or report of a breach or unauthorized release of student data or teacher or principal data within the District to the Chief Privacy Officer without unreasonable delay, but no more than ten calendar days after the discovery.

Each third-party contractor that receives student data or teacher or principal data pursuant to a contract or other written agreement entered into with the District will be required to promptly notify the District of any breach of security resulting in an unauthorized release of the data by the third-party contractor or its assignees in violation of applicable laws and regulations, the Parents' Bill of Rights for Student Data Privacy and Security, District policy, and/or binding contractual obligations relating to data privacy and security, in the most expedient way possible and without unreasonable delay, but no more than seven calendar days after the discovery of the breach.

In the event of notification from a third-party contractor, the District will in turn notify the Chief Privacy Officer of the breach or unauthorized release of student data or teacher or principal data no more than ten calendar days after it receives the third-party contractor's notification using a form or format prescribed by NYSED.

Investigation of Reports of Breach or Unauthorized Release by the Chief Privacy Officer

The Chief Privacy Officer is required to investigate reports of breaches or unauthorized releases of student data or teacher or principal data by third-party contractors. As part of an investigation, the Chief Privacy Officer may require that the parties submit documentation, provide testimony, and may visit, examine, and/or inspect the third-party contractor's facilities and records.

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

Upon the belief that a breach or unauthorized release constitutes criminal conduct, the Chief Privacy Officer is required to report the breach and unauthorized release to law enforcement in the most expedient way possible and without unreasonable delay.

Third-party contractors are required to cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of PII.

Upon conclusion of an investigation, if the Chief Privacy Officer determines that a third-party contractor has through its actions or omissions caused student data or teacher or principal data to be breached or released to any person or entity not authorized by law to receive this data in violation of applicable laws and regulations, District policy, and/or any binding contractual obligations, the Chief Privacy Officer is required to notify the third-party contractor of the finding and give the third-party contractor no more than 30 days to submit a written response.

If after reviewing the third-party contractor's written response, the Chief Privacy Officer determines the incident to be a violation of Education Law Section 2-d, the Chief Privacy Officer will be authorized to:

- a) Order the third-party contractor be precluded from accessing PII from the affected educational agency for a fixed period of up to five years;
- b) Order that a third-party contractor or assignee who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data be precluded from accessing student data or teacher or principal data from any educational agency in the state for a fixed period of up to five years;
- c) Order that a third-party contractor who knowingly or recklessly allowed for the breach or unauthorized release of student data or teacher or principal data will not be deemed a responsible bidder or offeror on any contract with an educational agency that involves the sharing of student data or teacher or principal data, as applicable for purposes of General Municipal Law Section 103 or State Finance Law Section 163(10)(c), as applicable, for a fixed period of up to five years; and/or
- d) Require the third-party contractor to provide additional training governing confidentiality of student data and/or teacher or principal data to all its officers and employees with reasonable access to this data and certify that the training has been performed at the contractor's expense. This additional training is required to be performed immediately and include a review of laws, rules, and regulations, including Education Law Section 2-d and its implementing regulations.

If the Chief Privacy Officer determines that the breach or unauthorized release of student data or teacher or principal data on the part of the third-party contractor or assignee was inadvertent and done

(Continued)

Non-Instructional/Business
Operations**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND PRINCIPAL DATA (Cont'd.)**

without intent, knowledge, recklessness, or gross negligence, the Chief Privacy Officer may make a recommendation to the Commissioner that no penalty be issued to the third-party contractor.

The Commissioner would then make a final determination as to whether the breach or unauthorized release was inadvertent and done without intent, knowledge, recklessness or gross negligence and whether or not a penalty should be issued.

Notification of a Breach or Unauthorized Release

The District will notify affected parents, eligible students, teachers, and/or principals in the most expedient way possible and without unreasonable delay, but no more than 60 calendar days after the discovery of a breach or unauthorized release of PII by the District or the receipt of a notification of a breach or unauthorized release of PII from a third-party contractor unless that notification would interfere with an ongoing investigation by law enforcement or cause further disclosure of PII by disclosing an unfixed security vulnerability. Where notification is delayed under these circumstances, the District will notify parents, eligible students, teachers, and/or principals within seven calendar days after the security vulnerability has been remedied or the risk of interference with the law enforcement investigation ends.

Notifications will be clear, concise, use language that is plain and easy to understand, and to the extent available, include:

- a) A brief description of the breach or unauthorized release, the dates of the incident and the date of discovery, if known;
- b) A description of the types of PII affected;
- c) An estimate of the number of records affected;
- d) A brief description of the District's investigation or plan to investigate; and
- e) Contact information for representatives who can assist parents or eligible students that have additional questions.

Notification will be directly provided to the affected parent, eligible student, teacher, or principal by first-class mail to their last known address, by email, or by telephone.

Where a breach or unauthorized release is attributed to a third-party contractor, the third-party contractor is required to pay for or promptly reimburse the District for the full cost of this notification.

(Continued)

**SUBJECT: PRIVACY AND SECURITY FOR STUDENT DATA AND TEACHER AND
PRINCIPAL DATA (Cont'd.)****Annual Data Privacy and Security Training**

The District will annually provide data privacy and security awareness training to its officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. The District may deliver this training using online training tools. Additionally, this training may be included as part of the training that the District already offers to its workforce.

Notification of Policy

The District will publish this policy on its website and provide notice of the policy to all its officers and staff.

Education Law § 2-d
8 NYCRR Part 121

Regulations #5673R – Unauthorized Disclosure Complaint Procedures
#5673R.1 – Unauthorized Disclosure Complaint Form

Adoption Date: 6/23/20

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") is made effective as of the 23rd day of June, 2020 ("**Effective Date**"), by and between North Country Family Health Center Inc., 238 Arsenal Street, Watertown, New York 13601 ("**Covered Entity**") and South Lewis CSB ("**Business Associate**") (collectively the "**Parties**") in order to comply with the federal Standards for Privacy of Individually Identifiable Health Information, located at 45 C.F.R. parts 160 and 164 ("**HIPAA**" or the "**Privacy Rule**") and security standards located at 45 C.F.R. parts 160, 162, and 164, subpart C (the "**Security Rule**") pursuant to the Health Insurance Portability and Accountability Act ("**HIPAA**"), the Health Information Technology for Economic and Clinical Health ("**HITECH Act**"), and any other applicable state and federal confidentiality laws, as they may be amended from time to time.

RECITALS

WHEREAS, Business Associate provides certain services to Covered Entity; and

WHEREAS, in connection with these services, Covered Entity may disclose to Business Associate certain protected health information ("**PHI**") that is subject to protection under the HIPAA Rules.

WHEREAS, Covered Entity enters into this Agreement to ensure that Business Associate will appropriately safeguard the privacy, confidentiality, integrity and availability of all such PHI in accordance with applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and the regulations promulgated thereunder, including 45 C.F.R. Part 160 and 45 C.F.R. Part 164, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively referred to herein as "**HIPAA Regulation**").

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1 DEFINITIONS

Terms used herein, but not otherwise defined, shall have meaning ascribed by 45 C.F.R. parts 160, 162, and 164. Should any term set forth in 45 C.F.R. Parts 160, 162 or 164 conflict with any defined term herein, the definition found in 45 C.F.R. Parts 160, 162 and 164 shall prevail.

1.1 "**Designated Record Set**" means a group of records maintained by or for a covered entity or its business associate, as defined by the HIPAA Rules, that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the covered entity to make decisions about Individuals. For purposes of this definition, the term "**record**" means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

1.2 “**HIPAA Rules**” means collectively the HIPPA Regulations (specifically including, without limitation, the Privacy Rule), and any applicable state confidentiality laws.

1.3 “**Individual**” means the person who is the subject of PHI.

1.4 “**Protected Health Information**” or “**PHI**” means individually identifiable health information that is transmitted or maintained in any form or medium.

1.5 “**Private Information**” or “**PI**” means any personal information obtained in connection with services, including social security numbers, driver’s license numbers, credit or debit card numbers, financial account numbers, biometric information, email addresses and passwords.

1.6 “**Required by Law**” means a mandate contained in law that compels a use or disclosure of PHI.

1.7 “**Secretary**” means the Secretary of the U.S. Department of Health and Human Services (“**HHS**”) or his or her Designee.

ARTICLE 2 **PURPOSES FOR DISCLOSURE**

In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of treatment, payment, or healthcare operations as described in 45 CFR part 164.506(a)(b)(c) for standard uses and in 45 CFR part 164.508 for uses and disclosures for which an authorization is required.

ARTICLE 3 **BUSINESS ASSOCIATE OBLIGATIONS**

Business Associate agrees to comply with applicable federal and state privacy and security laws, specifically the provisions of the HIPAA Rules applicable to business associates (as defined by the HIPAA Rules), including:

3.1 **Use and Disclosure of PHI.** Except as otherwise permitted by this Agreement, the HIPAA Rules, or applicable law, Business Associate shall not use, maintain, transmit or disclose PHI except as necessary to provide services to or on behalf of Covered Entity and except as Required by Law. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:

3.1.1 provide information to members of its workforce using or disclosing PHI regarding the privacy requirements in the HIPAA Rules and this Agreement;

3.1.2 obtain reasonable assurances, in the form of an executed Business Associate Agreement that includes the same provisions as this Agreement or, if an Individual, that authorization is obtained in accordance with the HIPAA Rules, from the person or entity to whom the PHI is disclosed that: (i) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (ii) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached;

3.1.3 agree to notify the Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

3.2 Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall contractually require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall contractually require that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.3 Data Aggregation. Business Associate is permitted to use and disclose PHI for data aggregation purposes to the extent that such use is permitted under the HIPAA Rules.

3.4 Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

3.5 Safeguards. Business Associate agrees to maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement, and shall contractually require that its agents or subcontractors implement, administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

3.6 Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

3.6.1 Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered

Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. Under the HIPAA Rules, Covered Entity is required to take action on such requests as soon as possible, but not later than thirty (30) days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the HIPAA Rules.

3.6.2 **Individual Right to Amendment.** Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. 164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. § 164.526.

3.6.3 **Accounting of Disclosures.** Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures in accordance with 45 C.F.R. § 164.528.

3.7 **Internal Practices, Policies, and Procedures.** Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or Covered Entity for the purpose of determining Covered Entity's compliance with the HIPAA Rules. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.

3.8 **De-identified Information.** Business Associate may use and disclose de-identified health information if the de-identification is in compliance with 45 C.F.R. §164.502(d), and the de-identified health information meets the standard and implementation specifications for de-identification under 45 C.F.R. §164.514(a) and (b).

3.9 **Minimum Necessary.** Business Associate shall attempt to ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

3.10 **Notice of Privacy Practices.** Business Associate shall abide by the limitations of

Covered Entity's notice of privacy practices ("Notice") of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.

3.11 Security Incident / Unauthorized Disclosure of PHI. Business Associate shall report to Covered Entity, any instances, including security incidents, of which it is aware in which PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules. In the event that Business Associate knows of any breach of any individual PHI (e.g. PHI was inappropriately used, disclosed, released, or obtained) Business Associate shall notify Covered Entity in writing within five (5) calendar days of such breach. Notification shall include detailed information about the breach, including, but not limited to, the nature and circumstances of such breach, the means by which PHI was or may have been breached (e.g. stolen laptop; breach of security protocols; unauthorized access to computer systems, etc.), the names and contact information of all individuals whose PHI was used, disclosed, released, or obtained in violation of this Agreement, and such other information as Covered Entity may reasonably request. Any delay in notification must include evidence demonstrating the necessity of the delay. Business Associate shall not be required to report an immaterial incident consisting solely of trivial incidents that occur on a daily basis, such as scans, "pings," or an unsuccessful attempt to improperly access electronic PHI that is stored in an information system under its control; provided, however, Business Associate shall maintain logs of such incidents and make such logs available to Covered Entity upon written request.

3.12 HIPAA Security Rule. The "**HIPAA Security Rule**" means the Security Standards published on February 20, 2003 at 68 Fed. Reg. 8334 et seq. (45 C.F.R. Parts 160, 162 and 164), as amended. With regard to its use and/or disclosure of electronic PHI, Business Associate shall, at its own expense:

3.12.1 implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity or its affiliates and at a minimum comply with those applicable safeguards in 45 CFR Section 164;

3.12.2 ensure that any and all of Business Associate's subcontractors or agents to whom the Business Associate provides electronic PHI agree in writing to implement reasonable and appropriate safeguards to protect such electronic PHI; and

3.12.3 report promptly to Covered Entity any security incident (as defined in 45 CFR Section 164.304) relating to electronic PHI created, received, maintained or transmitted in regards to Covered Entity, of which the Business Associate becomes aware.

ARTICLE 4

MUTUAL OBLIGATIONS

4.1 Electronic Transactions and Code Sets. Both Parties understand and agree that they are required to comply with the HIPAA Standards for Electronic Transactions, 45 C.F.R. Parts 160 and 162 (HIPAA Electronic Transaction Law) as amended from time to time. The HIPAA Electronic Transaction Law requires Covered Entity and, where applicable, Business Associate to conduct certain transactions as “standard transactions” using defined medical data code sets. Business Associate agrees that it will require its subcontractors, vendors and independent contractors to comply with HIPAA Electronic Transaction Law as applicable. Business Associate agrees that it will not:

- 4.1.1 change the definition, data condition or use of a data element or segment in a standard;
- 4.1.2 add any data elements or segments to the maximum defined data set;
- 4.1.3 use any code or data elements that are either marked “not used” or not included in the standard’s implementation specification(s); or
- 4.1.4 change the meaning or intent of the standard’s implementation specification(s).

4.2 Breach of PI Notice. Both Parties understand and agree that they are required to comply with the SHIELD Act security breach notification requirements as amended from time to time. The SHIELD Act requires the Parties to notify any persons whose data has been accessed in any manner without authorization. Business Associate understands and agrees to document any inadvertent disclosure of personal information and submit a detailed summary of the incident in writing to the Covered Entity as soon as the disclosure is discovered. Upon receipt of any such inadvertent disclosure report from the Business Associate, the Covered Entity agrees to notify any affected persons pursuant to SHIELD Act requirements and retain all documentation for a period of five (5) years.

4.3 Failure to Provide Notice of Breach. The Business Entity understands and agrees to pay any fines, fees and/or associated costs resulting from its failure to provide the Covered Entity with a detailed summary of any inadvertent disclosure incident it became aware of or should have reasonably discovered throughout the term of this Agreement.

4.4 Indemnification. Each party (the “Indemnifying Party”) shall indemnify and hold the other party and its officers, directors, employees and agents (each an “Indemnified Party”) harmless from and against any claim, cause of action, liability, damage, cost or expense (“Liabilities”) to which the Indemnified Party becomes subject to as a result of third party claims (including reasonable attorneys’ fees and court or proceeding costs) brought against the Indemnified Party, which arise as a result of: (i) the material breach of this Business Associate Agreement by the Indemnifying Party; or (ii) the gross negligence or willful misconduct of the Indemnifying Party, except to the extent such Liabilities were caused by the Indemnified Party. A party entitled to indemnification under this Section 4.4 shall give prompt written notification to the Indemnifying Party of the commencement of any action, suit or proceeding relating to a third party claim for

which indemnification is sought, subject to applicable confidentiality constraints. The Indemnifying Party shall be entitled to assume control of the defense of such action, suit, proceeding or claim with competent counsel of its choosing. Indemnification shall not be required if any claim is settled without the Indemnifying Party's consent, which such consent shall not be unreasonably withheld. NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS SECTION 4.4, IN NO EVENT WILL AN INDEMNIFYING PARTY BE LIABLE TO AN INDEMNIFIED PARTY UNDER CONTRACT, TORT, OR ANY OTHER LEGAL THEORY FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES OF ANY KIND.

ARTICLE 5 TERM AND TERMINATION

5.1 Term. The term of this Agreement shall begin on the Effective Date and shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is not feasible to return or destroy PHI, protections are extended to such PHI, in accordance with the provisions in Section 5.3.

5.2 Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

5.3 Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

ARTICLE 6 MISCELLANEOUS

6.1 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

6.2 Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative at the respective address indicated herein or sent by means of a reputable overnight carrier or certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt.

6.3 Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto.

6.4 Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of New York, without regard to applicable conflict of laws principles.

6.5 Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed.

6.6 Nature of Agreement. Nothing in this Agreement shall be construed to create: (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates; or (iii) a relationship of employer and employee between the Parties.

6.7 No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized officer of the Party making the waiver.

6.8 Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

6.9 No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

6.10 Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement. All pronouns and any variations thereof are deemed to refer to the masculine, feminine, neuter, singular, or plural as the identity of the person or persons may require.

6.11 Entire Agreement. This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous or contemporaneous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof.


6.12 Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

6.13 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits both Parties to comply with applicable law protecting the privacy, security, and confidentiality of PHI, including but not limited to HIPAA and the HIPAA Rules. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or HIPAA or the HIPAA Rules.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first above written.

COVERED ENTITY:

North Country Family Health Center Inc.


By: Joey Marie Horton
Its: Chief Executive Officer

BUSINESS ASSOCIATE:

By: Andrew Liendecker
Its: President, Board of Education