COUNTY OF SCHUYLER,
STATE OF NEW YORK
CONTRACT POLICY MANUAL
NOVEMBER 2018 EDITION

(Prepared by the Schuyler County Attorney’s Office, in conjunction with the Schuyler County Legislative Department.)

(Adopted by Resolution No. 306 of the Year 2018)
Schuyler County Legislature

1 Supersedes all previous versions.
INTRODUCTION.

It is the department's responsibility to ensure all documents are fully prepared prior to submitting them to the County Attorney's Office. It is also the department's responsibility to review the renewal agreement and note any changes in it from the previous year's agreement for the County Attorney's review.

I. CONTRACT FORM AND CONTENT:

A. External Contracts (contracts with outside entities)

   i. All county contracts shall, except where another form is required (by the State of New York or otherwise) and/or with prior approval by the county attorney (see “preliminary review,” below), be constructed upon the county's approved contract template.

   ii. All county contracts shall be filled in completely and accurately, and all relevant Appendices and/or Exhibits attached before execution by any party.

   iii. In filling out the contract form:

       1. Introductory Paragraph.

           a. The “Contractor Name” shall be the contractor's complete legal name (please confirm with the contractor) and not abbreviated in any way.

           b. The contractor's correct legal status (individual, partnership, limited liability company, society, association, joint stock company, corporation, not for profit corporation, governmental entity, etc.) must
be filled in correctly. Please confirm this with the contractor if necessary.

c. The contractor's correct mailing and/or physical address for giving of notices must be filled in. Please confirm this with the contractor if necessary.

2. **Description of Goods/ Services.** This should be filled in as accurately and completely as possible to ensure that the parties know what services/goods the county is paying for and what constitutes failure to perform. It is acceptable to attach and reference/describe an “Exhibit” here, such as existing bid specifications, program narrative or other document, provided it is properly attached, described and referenced (For example, “Please see ‘Exhibit 2,’ annexed hereto.”). If in doubt as to what is sufficient, please obtain pre-approval of the county attorney’s office.

3. **County Agency.** This is the agency (ies) or department(s) of the county who are receiving the goods/services.

4. **Contract Amount.** Fill in and describe amount of money to be expended. The description should include, whenever applicable, the total/maximum amount of the contract and/or a specific schedule of fees or rates. If preferable, please attach and describe a contract Exhibit (For example, “Please see ‘Exhibit 2,’ annexed hereto.”).

5. **Term/Termination.** Fill in dates of contract.

6. **County Insurance Standards.** The applicable Category of insurance requirements shall be filled in and stated in the face sheet of the contract prior to execution by either party.

7. **Appendices.** All county Contracts shall and shall have attached and incorporated therein prior to execution by any party:
a. Appendix A: Standard Terms and Conditions
b. Appendix B: Insurance Requirements (including copies of required certificates of insurance)
c. Appendix C: Business Associate Agreement (only where the contract involves protected health information pursuant to HIPAA)
d. Other required Appendices (to be pre-approved by the County Attorney)

8. **Exhibits.** Any/all exhibits must be attached prior to any party’s signature/execution.

9. **Signatures.**

   **For the County.**

   a. All contracts made by the county, or on its behalf, are to be made in the name of the county. *NY County Law § 215(2); 27 N.Y. Jur. 2d Counties, Etc. § 1395.* All contracts shall be signed by the chair of the county legislature. *NY County Law § 450; 1977, Op.Atty.Gen. (Inf.) 210; Op.State Compt. 80-49; Op.State Compt. 86-31.*

   b. Consistent with the above, except where specifically authorized by the legislature, only the Chair of the County Legislature shall execute the contract on behalf of the county and no contract (except interdepartmental agreements) shall have a place for the department head to sign.

   **For the Contractor.** The correct contractor name, authorized signatory and title shall be filled in prior to execution.

10. **Notarization.** All contracts will be acknowledged in the manner consistent with the New York State Uniform Form Certificate of Acknowledgment except interdepartmental agreements (agreements between or among
departments not involving an outside contractor or third party).

11. **Electronic signatures.** The Electronic Signatures and Records Act (ESRA) now gives electronic signatures and electronic records used or accepted in New York State the same legal validity and effect as hand-written signatures and paper-based records, subject to certain exceptions stipulated in ESRA. As such, subject to approval of the County Attorney and subject to the requirement that signatures be notarized, electronic signatures shall be allowed in certain situations.

iv. **Waivers.** The County Attorney, the Chairman of the Legislature and the County Administrator are authorized to grant waivers in rare instances, and only upon unanimous agreement.

**B. Interdepartmental agreements** (agreements between or among departments not involving an outside contractor or third party)

i. These agreements are, under New York State law, typically referred to as a “Cooperative Agreement” and/or “Memorandum of Understanding.”

ii. Because the county is essentially “contracting with itself,” most of the formal requirements for county contracts may be dispensed with (insurance clauses, notarization, etc.).

iii. An **Interdepartmental Agreement Template** has been prepared for departmental convenience. All interdepartmental agreements shall, except where another form is required (by the State of New York or otherwise) and/or with prior approval by the county attorney, be constructed upon this template.

iv. All interdepartmental agreements shall be filled in completely and accurately, and all relevant Appendices and/or Exhibits attached before execution by any party. The amount of detail and necessary attachments shall
be governed by the unique conditions and intent of the agreement.

v. Signatures. Inter-departmental agreements shall be executed by Department Heads as well as the Chairman of the Legislature (see “Interdepartmental agreements, signatures” above). These are normally the only contracts that should, or can, be signed by a county officer or employee other than the chair of the legislature.

vi. Waivers. The County Attorney, the Chairman of the Legislature and the County Administrator are authorized to grant waivers in rare instances, and only upon unanimous agreement.

C. POS/Contract/Agreement Form rescinded and revoked.

i. Because local, state and/or federal laws and rules may change, and the renewal forms may not reflect the most recent state of law, the County Attorney’s Office no longer uses and will not approve the POS/Contract/Agreement Form. All contracts, whether new or a renewal, must be a complete contract on an approved form.

II. DETERMINING FACTORS AND APPROVAL PROCESS

A. County Attorney Review: The County Attorney must approve of any contract prior to beginning the legislative approval process. Once there is a need or a request for a contract, whether it is a new contract or renewal, the following then needs to be attached to the contract before it is forwarded to the County Attorney’s Office:

   i. Request for Legal Services Form
   ii. Contract Approval Form
   iii. The following contract documents:
       1. Correctly filled in contract form (see “Contract Form and Content,” above)
       2. Appendix A: Standard Clauses for all contracts
3. Appendix B: Insurance Standards and corresponding certificates of insurance (liability, workers compensation, disability benefits, etc. and/or proofs of exemption, as applicable)

4. All other necessary appendices and/or exhibits (correctly labeled and numbered)

B. The POS/Contract/Agreement Form has been rescinded and revoked. Please see above.

C. Examples of all appropriate paperwork are on set forth at the end of this manual (see “Page 10,” below).

D. Make sure the agreement is signed by the other party prior to the County signing it (except in the case of State contracts, the State usually signs last\(^1\)). In cases where the contract must go out for signature after execution by the County (i.e. State contracts), the departments must provide the Legislative Office with a fully executed copy of the agreement when finalized.

E. Approval Times. Submit Contract Approval Forms to the County Attorney, along with appropriate copies of the signed contract and all of its appendixes and exhibits required per policy. This is to be done well in advance, not the same month that it would go to committee for approval, unless, it is an extenuating circumstance. The County Attorney’s Office must be provided with the document a minimum of three (3) weeks prior to expected submission to the appropriate standing committee. It is understood there are rare cases where the time involved to undergo the procedures set forth in this manual must be waived.

F. The County Attorney will review said contract, upon consultation with the Department Head, and with the County Administrator if needed.

   i. If agreements are not in the appropriate form, or contain legally objectionable terms or conditions, the County Attorney’s Office will return them to the department for correction.

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\(^1\) Other counties or certain large corporate vendors may also require that they sign last. Please obtain preliminary review from the county attorney in such cases.
ii. If approved, the original approved form and contracts will be forwarded to the Legislative Office, along with the contract(s) for the Chairman’s signature. The Legislative Office will then draft and submit either a Resolution or a motion for the next appropriate jurisdictional committee agenda for action.

G. Preliminary approval/drafting of contracts by County Attorney (optional).

The county attorney’s office is happy to conduct a preliminary review of/assistance with drafting any and all contracts prior to submission execution by the vendor. In the case of pre-approval/drafting assistance, please provide at least four weeks’ time for review. Please note that such contracts will still require final review prior to the forwarding to the legislative office for committee action.

H. Legislature Review and Approval. Once the County Attorney’s office has approved a contract, it then needs to be placed on the agenda of the appropriate standing committee for approval. The Legislative Office will draft and submit either a Resolution or a motion for the next appropriate jurisdictional committee agenda for action.

i. If it is a new contract, a Resolution is needed.

ii. If it is an existing contract that needs to be renewed and there are changes, i.e. the term June 1, 2010 — December 31, 2011 to January 1, 2011 — December 31, 2011, the contract is more than what was budgeted, or the services provided are different, then a Resolution is also needed.

iii. If the contract is being renewed and nothing has changed, then just a committee motion will suffice.

I. Once the committee has acted on the contract, the department will receive a Committee Motion Summary Sheet from the Legislative Office, by placement in the “All County” (“A”) drive.
J. The approved form and contract must be obtained by the Legislative Office prior to the agenda deadline or the item will be held over for the next month. Each department should confirm prior to committee that their action item has been placed on the committee agenda.

K. Signatures.

i. Once the committee (motions) or legislature (resolutions) approves the contract, it is then executed by the Chair of the Legislature. After the contract is fully executed by the Chair, it is then sent back to the department for distribution to the vendor and a copy is attached for the department's reference.

ii. Please note: The Legislative Office is to keep all original contracts and is responsible for keeping those originals according to our records retention schedule. (The department's copy may be discarded after it has expired).

iii. Except where specifically authorized by the legislature, only the Chair of the County Legislature shall execute the contract on behalf of the county and no contract shall have a place for the department head to sign (see “External Contracts, signatures,” above). Interdepartmental agreements shall be executed by Department Heads as well as the Chairman of the Legislature (see “Interdepartmental agreements, signatures” above). As noted above, electronic signatures are now allowed in certain circumstances, subject to County Attorney approval.

III. GRANT APPLICATIONS AND RESULTING CONTRACTS.

A. Unless the grant application documents promulgated by the awarding entity specifically requires a signature from the Chairman of the Legislature:

i. Such documents shall be signed by Department Head or, if necessary County Administrator, and does not require County Attorney approval.
ii. All competitive grant applications are to be reviewed and approved by the County Administrator for any local share or similar costs. After receiving approval by the County Administrator, if the Chairman’s signature is required the Department will be expected to coordinate that with the Clerk of the Legislature.

B. Upon being awarded a grant, the Department Head shall coordinate with the Clerk of the Legislature to prepare a Resolution accepting the grant and establishing budget line(s). No County Attorney approval shall be required at this time.

C. Any contracts with any outside agencies, contractors, vendors or entities to expend grant funds pursuant to the grant, shall remain subject to all normal contract approval processing, including County Attorney review and approval.

IV. STATE CONTRACTS, COOPERATIVES AND PIGGYBACKING:

Purchase through office of general services; purchases from other public contracts; certain federal contracts.

**New York State contracts.** Pursuant to N.Y. Gen. Mun. Law § 104, purchases of materials, equipment and supplies through the New York State Office of General Services (OGS) are exempt from competitive bidding. However, purchases may not be made through OGS once bids have been received for the same items; unless the purchase may be made upon the same terms, conditions and specifications at a lower price through OGS.

**Participation in National Cooperative Purchasing Contracts.** Pursuant to N.Y. Gen. Mun. Law § 103 (16), political subdivisions may purchase through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein, when consistent and in compliance with state law, if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with N.Y. Gen. Mun. Law § 103, subject to approval by the County Attorney.

**Piggybacking on Certain Government Contracts.** Pursuant to N.Y. Gen. Mun. Law § (16), county agencies are
permitted to utilize other bids for material, equipment or supplies, through the use of contracts let by the United States or any agency thereof, any state or any other political subdivision or district therein subject to certain rules if such contract was let to the lowest responsible bidder or on the basis of best value in a manner consistent with N.Y. Gen. Mun. Law § 103, and when deemed by the Purchasing Director to be in the best interest of the County (per Resolution 256, 9/13/10; see, also, Resolutions 88 and 89, 3/14/16).

**Legislative Approval by Resolution and/or Contract with the County of Schuyler is not required when:** You are purchasing tangible goods, such as, equipment, servers, parts, etc. that are being purchased pursuant to a State Contracts, Cooperatives and Piggybacking price. If such is the case, the items are to be purchased directly through the Purchasing Department reciting the NYS Contract number on all invoices so that it is entered into the County’s Financial System (currently KVS) on the voucher. The department is also required to submit a true copy of the underlying contract. It is the department’s responsibility to check the underlying contract to make sure we are being billed the appropriate bid price and that the contract is in full force and effect (including that it authorizes cooperative purchases or piggybacking) before submitted the invoices to Purchasing. Similarly, it is the responsibility of the department to provide a copy of any “cooperative” or “piggyback” contract.

If support, maintenance, or a warranty comes along with the purchase as part of the NYS Contract, there is no need for a separate contract with the County of Schuyler, approved by Resolution, and signed by the Chairman.

**Resolution and Contract with the County of Schuyler is required when:** When you are soliciting services for such things as support, maintenance and work orders to incorporate your purchase of equipment or parts that are not covered by a purchase through office of general services; purchases from other public
contracts; certain federal contracts Contract, a separate contract with the County of Schuyler is required, approved by Resolution, and signed by the Chairman.

It is the responsibility of each department to review each proposed procurement to determine, on advice of the county attorney as appropriate, whether the procurements falls within the exceptions.

All departments wishing to piggyback or use cooperative contracts should refer to the guidance from the Office of State Comptroller.

http://osc.state.ny.us/localgov/pubs/approvals.htm

Here is a link to the New York State Office of General Services website to check or find NYS contracts.

http://ogs.ny.gov/purchase/search/default.asp

V. CONCLUSION.

It is only each department's cooperation that permits the enormous paper flow to proceed. The County Attorney and Legislative Offices have reduced bureaucratic requirements to the absolute minimum; whatever remains is essential.

EXAMPLES OF APPROPRIATE PAPERWORK

- Request for Legal Services.
- Contract Approval Form
- Standard Contract Template
- Standard Interdepartmental Agreement Template
- Standard Contract Amendment form
- Appendix A: Standard Clauses for all Schuyler County Contracts
- Appendix B: Minimum Insurance Standards for Schuyler County Contracts
  - Sample Certificates of Liability Insurance.
  - Sample Worker's Compensation and Disability Benefits Certificates.
  - Sample Certificate of Exemption from Worker's Compensation and/or Disability Benefits Coverage.
  - Sample Request for Liability Insurance Waiver
- Appendix C: Schuyler County Business Associate Agreement (where HIPAA applies)

(attached)
REQUEST FOR LEGAL SERVICES

TO: County Attorney
105 Ninth Street, Unit 5
Watkins Glen, NY 14891

The undersigned requests the following described assistance be provided to:

January 10, 2018 ___ (Name) ___ (Department) ___ (Phone)

CHECK SERVICES REQUIRED

☐ OFFICE CONFERENCE Please provide all information and documents relating to the matter when submitting this form, specify questions and assistance required.

☐ LEGAL OPINION Please submit legal question in writing and provide all relevant documentation and facts when submitting this form.

☐ PRELIMINARY CONTRACT REVIEW If this is new or revised contract and you would like legal review of same prior to vendor signature, please provide the contract and all relevant documentation and questions with this form.

☐ FINAL CONTRACT REVIEW Please provide the following for Co. Attorney approval of contract:
  1. Contract Approval Form with all attachments
  2. Contract to be reviewed with all attachments
  3. Certificate of Insurance and Workers Compensation/DB Certificates and/or request for waiver, if relevant.

☐ FAMILY COURT MATTERS Please provide copies of Petitions & supporting documents and set forth any relevant information such as deadlines or court dates.

☐ OTHER Please attach a written statement describing the legal services required and provide copies of all relevant materials.

☐ “PRIORITY” Required by: ___ If the service required is a PRIORITY matter, please indicate the date by which the service is to be provided. Provide all documentation and facts relevant to the matter with this form.

ADDITIONAL COMMENTS YOU MAY WANT TO PROVIDE:

__________________________________________________________________________

Signature: __________________________________________

For Use By County Attorney:
Date Request Received: ________________
CONTRACT APPROVAL FORM
Approval is required prior to submitting Resolution or Motion for agenda item to approve said contract.

Department: __________________________

Contract between the County of Schuyler and: ________________________________

Services/Program provided: ________________________________


Commencing on: __________________________ Terminating on: __________________________

Total Amount/Fees: $________________________ Local Share: $________________

(May refer to Exhibit or Schedule for Fees)

Budgeted Funds (circle) YES NO

If no, please explain: ____________________________________________________________

____________________________________________________________________________

New Contract or Renewal: _____ New _____ Renewal

If Renewal, set forth any changes: ________________________________________________

Comments: _________________________________________________________________

____________________________________________________________________________

The following contract documents must be attached:

1. Correctly filled in contract form
2. Appendix A: Standard Clauses for all contracts
3. Appendix B: Insurance Standards and corresponding certificates of insurance (liability, workers compensation, disability benefits, etc. and/ or proofs of exemption, as applicable)
4. All other necessary appendices and/or exhibits (correctly labeled and numbered)
5. Insurance Waiver Request (if applicable)

Department Head Signature __________________________ Date ________________
AGREEMENT
BETWEEN
THE COUNTY OF SCHUYLER
AND
CONTRACTOR NAME

THIS AGREEMENT, made this ___ day of ___________, 20__, between the COUNTY OF SCHUYLER, a municipal corporation of the State of New York, with its principal office at 105 Ninth Street, Watkins Glen, New York 14891 (hereinafter referred to as "COUNTY"), and CONTRACTOR NAME, (hereinafter referred to as “CONTRACTOR”), a(n) (CHOOSE ONE: individual, partnership, limited liability company, society, association, joint stock company, corporation, not for profit corporation, governmental entity, etc.) with its principal office at FILL IN CONTRACTOR’S COMPLETE MAILING AND, IF DIFFERENT, PHYSICAL ADDRESS.

1. DESCRIPTION OF GOODS/ SERVICES. CONTRACTOR will provide the following goods and/or services to the County: [FILL IN AND DESCRIBE OR ATTACH AND DESCRIBE CONTRACT EXHIBIT (EX: Exhibit 1)]

2. COUNTY AGENCY. The goods and/or services above described shall be provided to/at the following county department(s)/agency/agencies: (fill in)

3. CONTRACT AMOUNT. [FILL IN AND DESCRIBE OR ATTACH AND DESCRIBE CONTRACT EXHIBIT (EX: Exhibit 2)]

4. PAYMENT FOR GOODS/SERVICES. The County will pay as compensation to Contractor for the goods/services described above, upon proper presentation of a detailed monthly invoice attached to a Schuyler County Voucher, or upon such other schedule as might be set forth and specified in the attachments hereto.

5. TERM/TERMINATION. The agreement shall take effect __________, 20____ and terminate on __________ , 20____. This agreement may be terminated upon thirty (30) days written notice to either party, upon default or material breach by either party.

6. COUNTY INSURANCE STANDARDS. Contractor is a “Category ____” contractor under the “County Insurance Requirements for All Contractors” and shall maintain and provide proof of insurance in accordance with said standards and the terms and conditions of this contract, including all attachments and/or appendices hereto.

7. APPENDICES. The following appendices are annexed hereto, incorporated by reference as if set forth more fully herein and shall govern all terms and conditions of this contract:
   a. APPENDIX A: Standard Clauses for All Schuyler County Contracts.
   b. APPENDIX B: County Insurance Requirements For All Contractors
   c. APPENDIX C: Schuyler County Business Associates Addendum (if applicable; if not, delete).

8. EXHIBITS. The following exhibits are annexed hereto, incorporated by reference as if set forth more fully herein and shall govern all terms and conditions of this contract, except as might be contradicted by the main body of this contract and/or any appendices:
   [fill in and number][If none, type, NA]
9. SIGNATORIES. By their signatures below, each signatory certifies and affirms that he or she has read the entire contract (including all appendices and attachments hereto) and has the authority to bind their respective party to all terms and conditions (and all appendices and attachments) of the foregoing contract.

IN WITNESS WHEREOF, the parties, intending to be legally bound, have hereunto executed this agreement the day and year first written above.

THE COUNTY OF SCHUYLER

BY: Dennis A. Fagan
Chair, County Legislature

CONTRACTOR

BY: Name:
Title:

UNIFORM FORM CERTIFICATES OF ACKNOWLEDGMENT
(Within New York State)

For the County:

State of New York )
County of Schuyler ) ss.:

On the _____ day of _________ in the year ______ before me, the undersigned, personally appeared Dennis A. Fagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____________________________
Notary Public

For the Contractor:

State of New York )
County of _____________ ) ss.:

On the ____ day of _____________ in the year ______ before me, the undersigned, personally appeared ________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

_____________________________
Notary Public
INTERDEPARTMENTAL COOPERATIVE AGREEMENT AND MEMORANDUM OF UNDERSTANDING
COUNTY OF SCHUYLER, STATE OF NEW YORK
BETWEEN
[1ST COUNTY DEPARTMENT]
and
[2ND COUNTY DEPARTMENT]

THIS COOPERATIVE AGREEMENT AND MEMORANDUM OF UNDERSTANDING (AGREEMENT), made on the _____ day of ________________, 20______, by and between the following agencies of the County of Schuyler, State of New York:

[1ST COUNTY DEPARTMENT], hereinafter referred to as [FILL IN]
and
[2ND COUNTY DEPARTMENT], hereinafter referred to as [FILL IN]

(hereinafter collectively, “the parties”):

WHEREAS, it is appropriate that the parties hereto enter into a written agreement to aid in the effective coordination of efforts between these entities and to clearly define the roles and responsibilities of the agencies and programs participating in the following project or program: [FILL IN]

WHEREAS, this memorandum of understanding has been approved by the heads of the respective departments/agencies whose signatures appear below, and approved by the County Legislature of the County of Schuyler.

NOW, THEREFORE, it is agreed as follows:

1. RESPONSIBILITY OF [1ST COUNTY DEPARTMENT]: [fill in with as much detail as necessary, and/or if appropriate, attach and reference a contract exhibit (Ex: Exhibit 1)]

2. RESPONSIBILITY OF [2ND COUNTY DEPARTMENT]: [fill in with as much detail as necessary, and/or if appropriate, attach and reference a contract exhibit]
3. APPENDICES AND/OR EXHIBITS: The following attachments are annexed hereto, incorporated by reference as if set forth more fully herein and shall govern all terms and conditions of this contract:

[FILL IN AND LIST]

4. RELATIONSHIP OF THE PARTIES. For the purposes of this Memorandum of Understanding each party shall have the status of an independent contractor as to the other, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim that any of its officers or employees are officers or employees of the other by reason of this Agreement. Nothing herein shall strip either party of their status as an officer, employee or agent of the County of Schuyler.

5. TERM/TERMINATION. The agreement shall take effect _______, 20____ and terminate on _______, 20___. This agreement may be terminated upon thirty (30) days written notice to either party, upon default or material breach by either party. Extensions or renewals to the Agreement or any modification including new products, terms, or price changes to the Agreement shall be submitted by the parties, for approval by the County Legislature of the County of Schuyler in order to be effective.

6. SIGNATORIES. By their signatures below, each signatory certifies and affirms that he or she has read the entire agreement (including all appendices and attachments hereto) and has the authority to bind their respective party to all terms and conditions (and all appendices and attachments) of the foregoing agreement.
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first written above.

[1st COUNTY DEPARTMENT] [2nd COUNTY DEPARTMENT]

______________________________

BY: [NAME AND TITLE] ______________________________

BY: [NAME AND TITLE]

FOR THE COUNTY OF SCHUYLER

________________________________________

[Name]
Chair of the Legislature
AMENDMENT TO AGREEMENT
BETWEEN
THE COUNTY OF SCHUYLER
AND
[CONTRACTOR NAME]

THIS AGREEMENT, made this ___ day of ____________, 20 __, between the COUNTY OF SCHUYLER, a municipal corporation of the State of New York, with its principal office at 105 Ninth Street, Watkins Glen, New York 14891 (hereinafter referred to as "COUNTY"), and [CONTRACTOR NAME], (hereinafter referred to as “CONTRACTOR”), a(n) (CHOOSE ONE: (individual, partnership, limited liability company, society, association, joint stock company, corporation, not for profit corporation, governmental entity, etc.) with its principal office at FILL IN CONTRACTOR’S COMPLETE MAILING AND, IF DIFFERENT, PHYSICAL ADDRESS.

1. CONTRACT TO BE AMENDED. This agreement amends an existing contract between the parties, described as follows: Contract dated [fill in] for the term [fill in]. A true and complete copy of the existing contract is annexed hereto and made a part hereof.

2. DESCRIPTION OF AMENDMENTS. The existing contract between the above parties is hereby amended as follows: [FILL IN AND DESCRIBE EACH AND EVERY CHANGE OR ATTACH AND DESCRIBE CONTRACT EXHIBIT (EX: Exhibit 1: LIST OF AMENDMENTS)]

3. NO OTHER CHANGES. All other terms of and conditions of the said existing contract remain in full force and effect as if set forth herein. No other amendments have been agreed to or executed by any representative of either party.

4. SIGNATORIES. By their signatures below, each signatory certifies and affirms that he or she has read the entire agreement (including all appendices and attachments hereto) and has the authority to bind their respective party to all terms and conditions (and all appendices and attachments) of the foregoing amended agreement

IN WITNESS WHEREOF, the parties, intending to be legally bound, have hereunto executed this agreement the day and year first written above.

THE COUNTY OF SCHUYLER

BY: Dennis A. Fagan
Chair, County Legislature

CONTRACTOR

BY: Name:
Title:

UNIFORM FORM CERTIFICATES OF ACKNOWLEDGMENT
(Within New York State)

For the County:

State of New York )
County of Schuyler ) ss.:
On the ____ day of ______________ in the year ______ before me, the undersigned, personally appeared
Dennis A. Fagan, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________________________
Notary Public

For the Contractor:

State of New York )
County of _____________ ) ss.: 

On the ____ day of ______________ in the year ______ before me, the undersigned, personally appeared ________________________, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

________________________________________
Notary Public
APPENDIX A

STANDARD CLAUSES FOR SCHUYLER COUNTY CONTRACTS

PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.
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STANDARD CLAUSES FOR SCHUYLER COUNTY CONTRACTS

The parties to the attached contract, license, lease, amendment, renewal or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the County of Schuyler ("the County"), whether a contractor, vendor, licensor, licensee, lessor, lessee or any other party):

1. RELATIONSHIP OF PARTIES. Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim that any of its officers or employees are officers or employees of the County by reason of this Agreement. Contractor further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

2. EXECUTORY CLAUSE. (A) All Contracts. In accordance with § 362 of the County Law, the County shall have no liability under this contract to Contractor or to anyone else beyond funds appropriated and available for this contract. (B) Certain Installment Purchase Contracts. Further, in the case of an installment purchase contract, pursuant to General Municipal Law § 109-b, any such installment purchase contract is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County of Schuyler are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract. Further, no liability on account thereof shall be incurred by the state of New York municipal bond bank agency beyond the amount of such monies. It is understood that neither this contract nor any representation by any employee or officer of such agency creates any legal or moral obligation to appropriate or make state monies available for the purpose of the contract.

3. EXTENSIONS, RENEWALS, MODIFICATIONS. Extensions or renewals to the Agreement or any modification including new products, terms, or price changes to the Agreement shall be submitted by the Contractor to the County for approval by the County Legislature of the County in order to be effective. No provision of a contract which states that the term of the contract shall be deemed renewed for a specified additional period shall be effective against the County, absent a subsequent resolution of the County legislature, specifically authorizing such renewal.

4. NON-ASSIGNMENT CLAUSE. In accordance with § 109 of the General Municipal Law, this contract may not be assigned by Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so without such consent are null and void.

5. INSURANCE AND INDEMNIFICATION, HOLD HARMLESS. (A) Insurance. (i) (a) Contractor covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein (Appendix B: County Insurance Requirements For Contractors) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement. (b) The applicable Category of insurance requirements shall be stated in the face sheet of the contract and/or the Bid documents and/or the response to a Request for Quotes/Proposals. (c) Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the County. (d) Contractor acknowledges that failure to obtain or maintain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The County shall, if it deems it necessary, have the right to ask for additional certification at different points throughout the life of the contract. (B) Indemnification, Hold Harmless. Notwithstanding the limits of any policy of insurance provided or maintained by Contractor, Contractor shall defend, indemnify and hold harmless the County of Schuyler and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys’ fees) of every nature and description arising out of or related to the services provided by Contractor under this Agreement and arising out of or caused by any act, omission, breach or negligence of Contractor or its officers, employees, volunteers, or agents. Contractor’s duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

6. WORKERS' COMPENSATION BENEFITS. This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law (WCL). Contractor understands and agrees that pursuant to WCL § 57 (workers’ compensation requirements), Contractor must
provide one of the following forms to the government entity issuing the permit or entering into a contract: (A) Form CE-200, Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage; (B) Form C-105.2, Certificate of Workers’ Compensation Insurance; or (C) Form SL-12, Certificate of Workers’ Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Worker’s Compensation Group Self-Insurance. Pursuant to WCL § 220(8) (disability benefits requirements), Contractor must provide one of the following forms to the entity issuing the permit or entering into a contract: (A) CE-200, Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage (see above); (B) DB-120.1, Certificate of Disability Benefits Insurance; or (C) DB-155, Certificate of Disability Benefits Self-Insurance. (In the case of NYS Agencies acceptable proof consists of a letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers’ compensation). Contractor acknowledges and agrees that, pursuant to the New York State Workers’ Compensation Board, ACORD forms are not acceptable proof of such coverage.

7. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Art. 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with § 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in § 230 of the Labor Law, then, in accordance with § 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of $50.00 per person per day for any violation of § 220-e or § 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

8. COMPLIANCE WITH ANTI-SEXUAL HARASSMENT LAWS. As a condition of entering into this contract, Contractor affirms, under penalty of perjury, that Contractor has implemented a written workplace policy addressing sexual harassment prevention and that it provides annual training for all its employees, pursuant to the requirements of Labor Law § 201-g and other applicable statutes, regulations and case law.

9. WAGE AND HOURS PROVISIONS FOR CERTAIN CONTRACTS. If this is a public work contract covered by Art. 8 of the Labor Law or a building service contract covered by Art. 9 thereof, neither Contractor’s employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Art. 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subd. 3-a of § 220 of the Labor Law shall be a condition precedent to payment by the County of any State approved sums due and owing for work done upon the project. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

10. SET-OFF RIGHTS. The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County’s option to withhold for the purposes of set-off any moneys due to Contractor under this contract up to any amounts due and owing to the County with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Treasurer.

11. RECORDS. Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively,
"the Records"). The Records must be kept for the balance of
the calendar year in which they were made and for six
(6) additional years thereafter. The County Legislature,
County Treasurer and any other person or entity
authorized to conduct an examination, as well as the
agency or agencies involved in this contract, shall have
access to the Records during normal business hours at
an office of Contractor within the State of New York or,
if no such office is available, at a mutually agreeable
and reasonable venue within the State, for the term specified
above for the purposes of inspection, auditing and
copying. The County shall take reasonable steps to
protect from public disclosure any of the Records which
are exempt from disclosure under § 87 of the Public Offi-
cers Law (the "Statute") provided that: (i) Contractor
shall timely inform an appropriate County official, in
writing, that said records should not be disclosed; and (ii)
said records shall be sufficiently identified; and (iii)
designation of said records as exempt under the Statute is
reasonable. Nothing contained herein shall diminish, or
in any way adversely affect, the County's right to
discovery in any pending or future litigation.

12. IDENTIFYING INFORMATION AND PRIVACY
NOTIFICATION. (A) Pursuant to Tax Law § 5,
Contractor understands and agrees that, notwithstanding
any other provision of law, the County shall, at the time
the County contracts to purchase or purchases goods or
services or leases real or personal property from any
person, require that each such person provide to the
County such person's federal social security account
number or federal employer identification number, or
both such numbers when such person has both such
numbers, or, where such person does not have such
number or numbers, the reason or reasons why such
person does not have such number or numbers. Such
numbers or reasons shall be obtained by the County as
part of the administration of the taxes administered by the
New York State Tax Commissioner for establishing the
identification of persons affected by such taxes. (B) Con-
tractor further understands and agrees that, notwithstanding any other provision of law, the County
shall, upon request of the commissioner, furnish to the
commissioner the following information with respect to
each person covered by this section: (1) business name or
the name under which the applicant for a license or
licensee will be licensed or is licensed; (2) business
address or whatever type of address the County requires
the applicant for a license or the licensee to furnish to it;
and (3) federal social security account number or federal
employer identification number, or both such numbers
where such person has both such numbers, or the reason
or reasons, furnished by such person, why such person
does not have such number or numbers. Notwithstanding
Art. 6 of the Public Officers Law or any other provision
of law, the report to be furnished by the County to the
commissioner pursuant to this section shall not be open to
the public for inspection. (C) For the purposes of this
section, “Person” shall mean an individual, partnership,
limited liability company, society, association, joint stock
company, corporation, estate, receiver, trustee, assignee,
referee, or any other person acting in a fiduciary or
representative capacity, whether appointed by a court or
otherwise, or any combination of the foregoing. However,
such term shall not include any public corporation,
corporation formed other than for profit or unincorporated
not-for-profit entity, except such term shall include an
education corporation of the type dealt with in § 221 of
the Education Law, an education corporation subject to
Art. 101 of the Education Law and a cooperative
corporation.

13. PROHIBITION ON PURCHASE OF TROPICAL
HARDWOODS. Contractor certifies and warrants that
any and all wood products to be used under this contract
award will be in accordance with, but not limited to, the
specifications and provisions of § 165 of the State
Finance Law (Use of Tropical Hardwoods), which
prohibits purchase and use of tropical hardwoods, unless
specifically exempted, by the State or any governmental
agency or political subdiv. (including the County) or public
benefit corporation. In addition, when any portion of this
contract involving the use of woods, whether supply or
installation, is to be performed by any subcontractor, the
prime Contractor will indicate and certify in the submitted
bid proposal that the subcontractor has been informed and
is in compliance with specifications and provisions
regarding use of tropical hardwoods as detailed in §165
State Finance Law. Except as might be specifically
authorized by State Finance Law § 165, any bid, proposal
or other response to a solicitation for bid or proposal
which proposes or calls for the use of any tropical
hardwood or wood product in performance of the contract
shall be deemed non-responsive.

14. COMPLIANCE WITH NEW YORK STATE
INFORMATION SECURITY BREACH AND
NOTIFICATION ACT. In the event Contractor
conducts business in New York state, and owns or
licenses computerized data which includes private
information, Contractor shall comply with the provisions
of the New York State Information Security Breach and
Notification Act (General Business Law § 899-aa) as
applicable.

15. NON-COLLUSIVE BIDDING CERTIFICATION
FOR CERTAIN CONTRACTS. In accordance with
General Municipal Law § 103-d(1), if this contract was
awarded based upon the submission of bids, Contractor
affirms, under penalty of perjury: (a) By submission of
this bid, each bidder and each person signing on behalf of
any bidder certifies, and in the case of a joint bid each
party thereto certifies as to its own organization, under
penalty of perjury, that to the best of knowledge and
belief: (1) The prices in this bid have been arrived at
independently without collusion, consultation,
communication, or agreement, for the purpose of
restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

16. IRAN DIVESTMENT ACT REQUIREMENTS FOR CERTAIN CONTRACTS. In accordance with General Municipal Law § 103-g, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury: By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of Subd. 3 of § 165-a of the State Finance Law.

17. HIPAA REQUIREMENTS FOR CERTAIN CONTRACTS. In the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement, a “Business Associate Agreement” (Appendix C: Business Associate Agreement), shall be attached to and incorporated by reference in the contract, in a form and content approved by the County and shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement by the party signing this Agreement as Business Associate, and pursuant to which Business Associate may be considered a “business associate” of the County as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Dept. of Health and Human Services, as amended.

18. PROMPT AUDITING OF VOUCHERS AND LATE PAYMENT PROVISIONS. Consistent with accepted business practices and with sound principles of fiscal management, the County shall audit vouchers and make payments expeditiously and subject to proper and reasonable financial oversight activities designed to ensure that the County receives the quality of goods and services to which it is entitled and to ensure that public funds are spent in a prudent and responsible manner. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 3-a and General Municipal Law Art. 5-a, to the extent required by law.

19. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

20. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Pursuant to Civil Practice Law and Rules 504(1), the place of trial of all actions related to this contract by or against the County or any of its officers, boards or departments shall be in such county.

21. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily directed), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

22. GIVING OF NOTICES. Any notice, request, or other communication required to be given pursuant to the provisions of this agreement shall be in writing and shall be deemed to have been given when delivered in person or five days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed to the address listed on the face sheet of this contract. The address of either party to this agreement may be changed by notice in writing to the other party served in accordance with this provision.

23. COUNTY ATTORNEY’S APPROVAL. Contractor understands and agrees that the Schuyler County Attorney’s office may approve and make or require modifications, other than price and dates, prior to execution by the County to ensure compliance with applicable federal, state and local laws and with all provisions of the County’s contract policy manual and insurance standards.

24. DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

25. ACCURACY OF CONTRACT REPRESENTATIONS. Contractor understands, acknowledges and agrees that this Contract will be relied upon by, and filed with, registered or recorded in or otherwise become a part of the records of, the County of Schuyler. Contractor affirms, under penalty of perjury, to the best of his/her/its knowledge, information and belief, that the representations, agreements and promises made by Contractor in this Contract, and all attachments thereto, including any and all exhibits or appendices, is true, complete and accurate.
APPENDIX B:
MINIMUM INSURANCE STANDARDS FOR
SCHUYLER COUNTY CONTRACTS

The following Minimum Insurance Standards for Schuyler County Contracts were adopted by the Schuyler County Legislature on March 14, 2016, Reso. No 92 of 2016. As part of the standards, the following policies relating thereto are in force:

GENERAL PROVISIONS, ALL CATEGORIES.

Except as otherwise provided herein:

1. All county contracts shall, except where another form is required (by the State of New York or otherwise), be constructed upon the county’s approved contract template and conform to the county’s contract policy manual, as well as these insurance standards.

2. Each Contractor shall covenant and agree to maintain in full force and effect during the term of each Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of each Agreement.

3. The applicable Category of insurance requirements shall be stated in the face sheet of the contract and/or the Bid documents and/or the response to a Request for Quotes/Proposals. All contracts shall clearly delineate the proper Category of required insurance prior to execution by either party.

4. Said certificate(s) shall be annexed hereto prior to or at the time of execution of the Agreement by the County.

5. The County shall, if it deems it necessary, have the right to ask for additional certification at different points throughout the life of the contract.

6. Each such policy and certificate shall, except as applicable under Categories IV, V and VII, name the County of Schuyler (not a particular department or agency), and its officers, employees and agents as Additional Insureds (not simply “certificate holder”) in all the categories listed (except Worker’s Compensation/Disability Benefits) in connection with the work being performed.

7. Any of the following are considered appropriate “additional insured language” that the contractors may have their insurers insert in the policy/on the Certificate of Insurance:

   a. “The County of Schuyler and its officers, employees and agents is added as Additional Insured with respect to this contract. The County designation as an Additional Insured shall apply to all legally permissible coverage categories and may not be limited in any way, except for
medical professional liability or when the State of New York or federal government requires otherwise.”

b. “The County of Schuyler and its officers, employees and agents is named as Additional Insured with respect to this contract.

c. “The County of Schuyler and its officers, employees and agents is named as Additional Insured as their interests may appear concerning this contract.”

d. Equivalent language, subject to approval of the County Attorney

8. The county designation as an additional insured shall apply to all legally permissible policy coverage categories (except professional liability) and may not be limited in any way.

a. All insurance carriers providing the above coverages for the Independent Contractor must be licensed or permitted to do business in New York State. All such carriers must also be rated no lower than "B+" by the most recent Best's Key Rating Guide or Best's Agent's Guide.

b. Insurance certificate(s) evidencing compliance herewith shall be provided the County Attorney for approval and permanent annexation to the contract before the contract shall be finally executed and the work commenced.

c. It is expressly understood and agreed by the Independent Contractor that the insurance requirements specified above contemplate the use of occurrence liability forms. If claims-made coverage is evidenced to satisfy any of these requirements:

i. The Independent Contractor agrees, when claims-made coverage is evidenced to satisfy these requirements, to maintain a retroactive date not later than (date service is to commence).

ii. Further, for the duration of this contract or its subsequent renewals, if the retroactive date is advanced or if the policy is non-renewed, canceled or is otherwise materially changed, the Independent Contractor agrees to purchase at its own expense, an Extended Reporting Endorsement. This endorsement must provide for an extended reporting period ("Tail" coverage) in compliance with the minimum standards promulgated by the Insurance Department of the State of New York as contemplated in Regulation No. 121 (11NYCRR 73) or its subsequent amendments or revisions.

iii. Further, upon termination of the services provided to the County by the Independent Contractor, it is agreed that such claims-made coverage will be maintained without interruption for a period of time equal to the length of any Extended Reporting Period
requirement as cited above. If the retroactive date is advanced or if the policy is non-renewed, canceled, or is otherwise materially changed during this period of time, the Independent Contractor agrees to purchase, at its own expense, an Extended Reporting Endorsement that is in compliance with the minimum insurance standards promulgated by the Insurance Department of the State of New York as cited above.

9. Completed Operations coverage must be maintained and evidenced for at least two (2) years after completion of the project.

10. Worker’s Compensation Coverage. Pursuant to WCL Section 57 (workers’ compensation requirements), businesses to enter into contracts must provide one of the following forms to the county:
   A) Form CE-200, Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage;
   B) Form C-105.2, Certificate of Workers’ Compensation Insurance. Please Note: The State Insurance Fund provides its own version of this form, the U-26.3; or
   C) Form SI-12, Certificate of Workers’ Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Worker’s Compensation Group Self-Insurance

   Please note: The New York State Workers’ Compensation Board has stated that ACORD forms are not acceptable proof of workers’ compensation coverage.

11. Disability Benefits Coverage. Pursuant to WCL Section 220(8) (disability benefits requirements), businesses seeking to enter into contracts must provide one of the following forms to the county:
   A) CE-200, Certificate of Attestation of Exemption from NYS Workers’ Compensation and/or Disability Benefits Coverage (see above);
   B) DB-120.1, Certificate of Disability Benefits Insurance; or
   C) DB-155, Certificate of Disability Benefits Self-Insurance.

   Please note: The New York State Workers’ Compensation Board has stated that ACORD forms are not acceptable proof of disability benefits coverage.

12. Notwithstanding the limits of any policy of insurance provided or maintained by the Contractor, the Contractor shall defend, indemnify and hold harmless the Department, County of Schuyler and its officers, employees and agents from all claims, actions, suits, liabilities, damages, awards, costs and expenses (including, without limitation, attorneys’ fees) of every nature and description arising out of or related to the services provided by the Contractor under this Agreement or arising out of or caused by any act, omission, or negligence of the Contractor or its officers, employees, volunteers, or agents. The contractor’s duties and obligations pursuant to this paragraph shall survive the termination or expiration of this Agreement.

13. Waivers. The County Attorney, the Chairman of the Legislature and the County Administrator are authorized to grant waivers in rare instances, and only upon unanimous agreement.
CATEGORY I

INDEPENDENT CONTRACTORS ENGAGED IN CONSTRUCTION PROJECTS INVOLVING EXCAVATION, STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION.

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY
   - Premises/Operations
   - Products/Completed Operations
   - Independent Contractors
   - Contractual Liability
   - Explosion, Collapse and Underground Hazard

   Per occurrence limit of $1,000,000 with separate (at least $2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. AUTOMOBILE LIABILITY
   - Owned, Hired and None-Owned autos
   - Combined Single Limit for Bodily Injury and Property Damage - $1,000,000 each accident

3. EXCESS "UMBRELLA" LIABILITY
   - Combined Single Limit for Bodily Injury and Property Damage - $1,000,000 each occurrence

B. See “General Provisions, All Categories” for additional requirements.

CATEGORY II

INDEPENDENT CONTRACTORS (OTHER THAN INDIVIDUAL PROFESSIONAL PRACTITIONERS) PROVIDING SERVICES ON BEHALF OF THE COUNTY.

and

INDEPENDENT CONTRACTORS ENGAGED IN CONSTRUCTION PROJECTS NOT INVOLVING EXCAVATION, STRUCTURAL ALTERATIONS, NEW CONSTRUCTION OR DEMOLITION.

A. REQUIRED COVERAGES

1. COMMERCIAL GENERAL LIABILITY
   - Premises/Operations
   - Products/Completed
Operations
Independent Contractors
Contractual Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of $1,000,000 with separate (at least $2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. **AUTOMOBILE LIABILITY**
   Owned, Hired and Non-Owned autos
   Combined Single Limit for Bodily Injury and Property Damage - $1,000,000 each accident

3. **PROFESSIONAL LIABILITY** (where services of a professional nature are to be provided) - $1,000,000 per occurrence
   $1,000,000 aggregate

4. **EXCESS/UMBRELLA LIABILITY**
   Combined Single Limit for Bodily Injury and Property Damage - $1,000,000 each occurrence

5. **SEXUAL ABUSE/MOLESTATION LIABILITY**
   Category II contractors having contact with children must have Sexual Abuse/Molestation coverage in such amount as may be available form a given contractor’s insurer, but in no event less than $100,000 for those contractual services involving direct custodial or care contact with county clients. (See Resolution 106 of 2010 attached.)

6. **LIQUOR LIABILITY** (where service includes the sale or providing of alcoholic beverages)
   $1,000,000 each occurrence
   $1,000,000 aggregate

**B.** See “General Provisions, All Categories“ for additional requirements.

**CATEGORY III**

ORGANIZATIONS USING COUNTY FACILITIES (WHERE NO SERVICES ARE PROVIDED ON BEHALF OF THE COUNTY).

**A. REQUIRED COVERAGES**

1. **COMMERCIAL GENERAL LIABILITY**
   Premises/Operations
   Products/Completed
   Operations Independent
   Contractors Contractual
Liability
Explosion, Collapse and Underground Hazard

Per occurrence limit of $1,000,000 with separate (at least $2,000,000) aggregate limits for Premises and Operations and for Products and Completed Operations.

2. **AUTOMOBILE LIABILITY**
   Owned, Hired and Non-Owned autos
   
   Combined Single Limit for Bodily Injury and Property Damage - $1,000,000 each accident

3. **LIQUOR LIABILITY** (where service includes the sale or providing of alcoholic beverages)
   $1,000,000 each occurrence
   $1,000,000 aggregate

B. See “General Provisions, All Categories” for additional requirements.

**CATEGORY IV**

INDEPENDENT CONTRACTORS PROVIDING PROFESSIONAL SERVICES UNDER CONTRACT FOR OR ON BEHALF OF THE COUNTY NOT SPECIFICALLY REFERENCED IN CATEGORY V.

A. REQUIRED COVERAGES

1. **PROFESSIONAL LIABILITY** - $1,000,000 per occurrence
   $1,000,000 aggregate

B. See “General Provisions, All Categories” for additional requirements.
CATEGORY V

INDEPENDENT CONTRACTORS PROVIDING PROFESSIONAL SERVICES UNDER CONTRACT FOR OR ON BEHALF OF THE COUNTY WHICH ARE MEDICAL IN NATURE.

A. Liability exposures that result from those independent contractors providing services on behalf of the county to the populace, which are medical in nature may be insured under the county medical malpractice policy but only with respects to the county's liability, and not extending to the independent contractors.

B. Independent contractors addressed by this category shall maintain medical malpractice/professional liability policies, or equivalent with limits of not less than $1,000,000 per claim, $3,000,000 aggregate and submit certificate of insurance evidencing such coverage and limits.

C. OR ALTERNATIVELY the County shall be protected against the activities of Contractor by the insurance carrier of the County under Category V of the insurance standards established by the County of Schuyler and there is annexed to this Agreement prior to execution by the County of Schuyler as evidence of compliance of the foregoing a written statement from the County's insurance carrier and/or agent.

CATEGORY VI

INDEPENDENT CONTRACTORS PROVIDING SERVICES FOR OR ON BEHALF OF THE COUNTY OF ANY NATURE, WHICH CONTRACTORS ARE SELF-INSURED.

A. Understanding the nature of self-insurance, the contractor will not be able to produce a certificate of insurance showing proof of coverage. In lieu of this document, the county MAY accept, at the unanimous approval of the County Attorney’s office, the County Administrator and the County Legislative Chair, a letter outlining the scope of the contractor’s asset protection plan. The letter should be in the spirit of the verbiage below:

This letter is being provided in lieu of a certificate of insurance for the self-insured’s risks.
_______________ is an entity which in accordance with NY State Insurance Law has chosen to self-insure its own risk of loss. This choice applies in the context of tort liability as well as to property damage or loss. ________________ may pay claims for injury or property damage resulting from negligence by its employee or contracted workers. Coverages for all liability exposures are outlined in the signed contract between, _______________ and the County.

The existence of a signed contract triggers protection for the county under our self-insurance program.

If applicable:
Our self insurance plan is partially funded via:

letter of credit with _______________ (name of lending institution)

Or:

Surety Bond with _______________ (name of Surety)

Or:

A Reinsurance agreement with _______________ (name of reinsurer), with an attachment point of _______________ (where reinsurance kicks in), up to an aggregate limitation of _______________ - if such limitation exists.

B. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY Statutory coverage complying with the New York Workers' Compensation Law and/or proof of exemption. If self-insured under workers compensation, see wording in section (A.) above.

C. DISABILITY BENEFITS
Statutory coverage complying with the New York Disability Benefits Law and/or proof of exemption.

CATEGORY VII
EXEMPT CONTRACTS

A. “Exempt Contracts” shall mean any agreement for goods or services for which the only risk of loss that occurs would be covered by common law and/or otherwise not insurable, including, but not limited to:

1. Contracts for goods only. Tangible goods, materials, supplies, products, standardized commercial software or other standard articles of commerce where no services are provided by the contractor on site or to the general public. Software designed specifically for the county shall not be exempt.

2. Services provided by the State of New York, standardized commercial software support or services where current authority license or use restrictions render insurance requirements impractical. Software designed specifically for the county shall not be exempt.

Under this circumstance, no liability insurance is warranted or needed to finalize the contract.

B. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY. If mandated by New York State law. The contractor is responsible to ensure compliance with NYS law.

C. DISABILITY BENEFITS. If mandated by New York State law. The contractor is responsible to ensure compliance with NYS law.
# Certificate of Liability Insurance

**Producer:**
Sample Producer  
1234 Anywhere St  
Anywhere NY 12345

**Certifying Agency:**
Fabulous Construction  
789 Cement Ave  
Mixer NY 78945

**Coverages**

<table>
<thead>
<tr>
<th>INSURER A: Superior Insurance Co</th>
<th>NAIC #: 12345</th>
</tr>
</thead>
<tbody>
<tr>
<td>INSURER B: The Good Insurance Co</td>
<td>NAIC #: 67890</td>
</tr>
</tbody>
</table>

**Certificate Number:** C123456789  
**Revision Number:**

**This Certificate Is Issued As a Matter of Information Only and Confers No Rights Upon the Certificate Holder. This Certificate Does Not Affirmatively or Negatively Amend, Extend or Alter the Coverage Afforded by the Policies Below. This Certificate of Insurance Does Not Constitue a Contract Between the Issuing Insurer(s), Authorized Representative or Producer, and the Certificate Holder.**

**Important:** If the certificate holder is an Additional Insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**Contact Information:**

| Name: Joe Smith  
| Phone (AC, No, Ext): 123-456-7890  
| Tax (AC, No): 123-456-0987  
| E-mail Address: j.smith@xoo.com |

**Coverages**

<table>
<thead>
<tr>
<th>Certificate of Liability Insurance</th>
<th>Certificate Number: C123456789</th>
</tr>
</thead>
</table>

**Description of Operations / Locations / Vehicles:**

The certificate holder and its officers, employees and agents are added as Additional Insured with respect to this contract, which falls under Category I, Independent Contractors.

**Certificate Holder:**

County of Schuyler  
105 Ninth St  
Watkins Glen NY 14891

**Cancellation:**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

**Authorized Representative:**
### CERTIFICATE OF LIABILITY INSURANCE

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

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

**PRODUCER:**
Sample Producer
1234 Anywhere St
Anytown NY 12345

**CONTACT:**
Name: Joe Smith
Phone: 123-456-7890
Fax: 123-456-0987
Email: j.smith@xxx.com

**INSured:**
Incredible Services
789 Long Ave
Anytown NY 78945

**COVERAGES CERTIFICATE NUMBER:** C123456789

**INSURER(S) AFFORDING COVERAGE**

<table>
<thead>
<tr>
<th>Insurer A</th>
<th>Superior Insurance Co</th>
<th>12345</th>
</tr>
</thead>
<tbody>
<tr>
<td>Insurer B</td>
<td>The Good Insurance Co</td>
<td>67890</td>
</tr>
<tr>
<td>Insurer C</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurer D</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Insurer E</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**COVERAGE**

<table>
<thead>
<tr>
<th>Code</th>
<th>Type of Insurance</th>
<th>Add Insured</th>
<th>Policy Number</th>
<th>Policy Effective Date</th>
<th>Policy Expiration Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y</td>
<td>ABC123</td>
<td>05/01/2016</td>
<td>05/01/2017</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE ☑ OCCUR</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>GEN. AGGREGATE LIMIT APPLIES TO</td>
<td></td>
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<td></td>
<td>POLICY ☑ PROJ. ☑ LOC</td>
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<td></td>
</tr>
<tr>
<td></td>
<td>OTHER: Sexual Abuse/Molestation</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY</td>
<td>N</td>
<td>DEF456</td>
<td>05/01/2016</td>
<td>05/01/2017</td>
<td>Y</td>
</tr>
<tr>
<td></td>
<td>ANY AUTO ☑ SCHEDULED AUTOS</td>
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<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>HIRED AUTOS ☑ NON-OWNED AUTOS</td>
<td></td>
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<tr>
<td></td>
<td>UMBRELLA LIABILITY ☑ OCCUR</td>
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</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY ☑ CLAIMS-MADE</td>
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<td></td>
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<tr>
<td></td>
<td>DED ☑ RETENTION $ 10,000</td>
<td></td>
<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>B</td>
<td>WORKERS COMPENSATION AND</td>
<td>Y/N</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EMPLOYERS LIABILITY ☑ ☑ ☑ ☑ ☑</td>
<td></td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?</td>
<td>☑ ☑ ☑ ☑ ☑</td>
<td>☑ ☑ ☑ ☑ ☑</td>
<td>☑ ☑ ☑ ☑ ☑</td>
<td>☑ ☑ ☑ ☑ ☑</td>
<td>☑ ☑ ☑ ☑ ☑</td>
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<td>(Mandatory in NH)</td>
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<td></td>
<td>If yes, describe under</td>
<td></td>
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<td></td>
</tr>
<tr>
<td></td>
<td>DESCRIPTION OF OPERATIONS below</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>NY State Disability Benefits</td>
<td>See C105.2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES**

(ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The certificate holder and its officers, employees and agents are added as Additional Insured with respect to this contract, which falls under Category II Independent Contractors.

Liquor Liability $1,000,000 EA Occurrence $1,000,000 Aggregate (if this applicable to the contract)

Professional Liability $1,000,000 EA Occurrence $1,000,000 Aggregate (if this applicable to the contract)

**CERTIFICATE HOLDER**
County of Schuyler
105 Ninth St
Watkins Glen NY 14891

**CANCELATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE**

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## Important
If the certificate holder is an additional insured, the policy(ies) must be endorsed. If subrogation is waived, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

### Certificate of Liability Insurance

**Producer:** Sample Producer
1234 Anywhere St
Anytown NY 12345

**Insured:** Homeless Associates
789 Back Alley Ave
Anytown NY 78945

**Coverages**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Additional Insured</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy End Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Y</td>
<td>ABC123</td>
<td>05/01/2016</td>
<td>05/01/2017</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>甪</td>
<td></td>
<td></td>
<td></td>
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<td>$300,000</td>
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<td>甪</td>
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<td></td>
<td>$5,000</td>
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<td></td>
<td></td>
<td>$1,000,000</td>
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<tr>
<td>甪</td>
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<td></td>
<td></td>
<td>$2,000,000</td>
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<td>甪</td>
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<td></td>
<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**Automobile Liability**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Additional Insured</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy End Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Any Auto</td>
<td>Y</td>
<td>DEF456</td>
<td>05/01/2016</td>
<td>05/01/2017</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>甪</td>
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<td>$10,000,000</td>
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<td>$2,000,000</td>
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<td></td>
<td></td>
<td>$2,000,000</td>
</tr>
</tbody>
</table>

**Workers Compensation and Employers' Liability**

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Additional Insured</th>
<th>Policy Number</th>
<th>Policy Start Date</th>
<th>Policy End Date</th>
<th>Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>Y/N</td>
<td>N/A</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Description of Operations/LOCATIONS/Vehicles**

The certificate holder and its officers, employees and agents are added as additional insured with respect to this contract, which falls under Category III - Organizations using County Facilities.

- Liquor Liability $1,000,000 EA Occurrence $1,000,000 Aggregate
- Written with Insurer B

**Certificate Holder**

County of Schuyler
105 Ninth St
Watkins Glen NY 14891

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

Authorized Representative
CERTIFICATE OF LIABILITY INSURANCE

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

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

PRODUCER
Sample Producer
1234 Anywhere St
Anywhere NY 12345

INSURED
Professional Service Corp.
789 Caring Ave
Anytown, NY 78945

COVERAGES

<table>
<thead>
<tr>
<th>INSURED LISTED ABOVE</th>
<th>TYPE OF INSURANCE</th>
<th>AUDITOR (ISO/NAIC)</th>
<th>POLICY NUMBER</th>
<th>POLICY LIMIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>Y</td>
<td>ABC123</td>
<td>05/01/2016-05/01/2017</td>
</tr>
<tr>
<td></td>
<td>CLAIMS-MADE ✔ OCCUR</td>
<td>AGENG AGGREGATE LIMIT APPLIES PER:</td>
<td>LOC</td>
<td></td>
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<td></td>
<td>POLICY</td>
<td>PROJ</td>
<td>LO</td>
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<td>☑️</td>
<td>☑️</td>
<td>☑️</td>
</tr>
<tr>
<td></td>
<td>AUTO MOBILE LIABILITY</td>
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<tr>
<td></td>
<td>ANY AUTO</td>
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<tr>
<td></td>
<td>ALL OWNED AUTOS</td>
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<td></td>
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<tr>
<td></td>
<td>HIRED AUTOS</td>
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<tr>
<td></td>
<td>UMBRELLA LIABILITY</td>
<td>OCCUR</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>EXCESS LIABILITY</td>
<td>CLAIMS-MADE</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>DED RETENTIONS</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY

| ANY PROPRIETOR/EXECUTIVE OFFICER REMAIN EXCLUDED? (Mandatory in RH) | Y/N | N/A | ☑️ |
| if yes, describe under DESCRIPTION OF OPERATIONS below | | | |

| (or alternatively) Professional Liability | 987-XYZ | 05/01/2016-05/01/2017 |
|                                      | Each Claim | $1,000,000 |
|                                      | Annual Aggregate | $3,000,000 |

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

The certificate holder and its officers, employees and agents are added as Additional Insured with respect to this contract, which falls under Category IV - Independent Contractors Providing Professional Service Under Contract for or on Behalf of the County.

CERTIFICATE HOLDER
County of Schuyler
105 Ninth St
Watkins Glen NY 14891

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)

The ACORD name and logo are registered marks of ACORD
CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
Sample Producer
1234 Anywhere St
Anywhere NY 12345

INSURED
Dr Feel Good
789 Health Nut Ave
Anytown, NY 78945

COVERAGES

INSURER(S) AFFORDING COVERAGE
INSURER A: Superior Insurance Co 12345

COVERAGE

CERTIFICATE NUMBER: C123456789

INJURY / LIMIT

COMMERCIAL GENERAL LIABILITY

ADDITIONAL (WSD) / WV

POLICY NUMBER

POLICY EXP (ANNUITY) / (ANNUITY)

LIMITS

EACH OCCURRENCE

$0

DAMAGE TO TENDED PREMISES (EA occurrence)

$0

MED EXP (Any one person)

$0

PERSONAL & ADV INJURY

$0

GENERAL AGGREGATE

$0

PRODUCTS - COMPL/OP ACG

$0

BODILY INJURY

$0

BODILY INJURY (Per person)

$0

PROPERTY DAMAGE

$0

LEGAL DEFENSE

$0

A. Medical Malpractice

ABC12345

05/01/2016

05/01/2017

PER STATUE OR:

E.L. EACH ACCIDENT

$0

E.L. DISEASE - EA EMPLOYEE

$0

E.L. DISEASE - POLICY LIMIT

$0

1,000,000

3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES

The certificate holder and its officers, employees and agents are added as Additional Insured with respect to this contract, which falls under Category V Independent Contractors Providing Professional Services Under Contract for or on Behalf of the County which are Medical in nature.

CERTIFICATE HOLDER

County of Schuyler
105 Ninth St
Watkins Glen NY 14891

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.
# STATE OF NEW YORK
# WORKERS’ COMPENSATION BOARD

## CERTIFICATE OF NYS WORKERS’ COMPENSATION INSURANCE COVERAGE

<table>
<thead>
<tr>
<th>1a. Legal Name &amp; Address of Insured (Use street address only)</th>
<th>1b. Business Telephone Number of Insured</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor name and address</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>1c. NYS Unemployment Insurance Employer Registration Number of Insured</th>
<th>1d. Federal Employer Identification Number of Insured or Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</th>
<th>3a. Name of Insurance Carrier</th>
</tr>
</thead>
<tbody>
<tr>
<td>The County of Schuyler 105 Ninth St, Unit 6 Watkins Glen, NY 14891</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3b. Policy Number of entity listed in box “1a”</th>
<th>3c. Policy effective period</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included)</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

This certifies that the insurance carrier indicated above in box “3” insures the business referenced above in box “1a” for workers’ compensation under the New York State Workers’ Compensation Law. *(To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers’ compensation insurance policy).* The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box “2”.

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box “3c”, whichever is earlier.*

Please Note: Upon the cancellation of the workers’ compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers’ Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers’ Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: ____________________________
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: ____________________________
(Signature) (Date)

Title: ____________________________

Telephone Number of authorized representative or licensed agent of insurance carrier:

*Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.*
Workers’ Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.
STATE OF NEW YORK
WORKERS’ COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>1a. Legal Name and Address of Insured (Use street address only)</td>
<td>Vendor name and address</td>
</tr>
<tr>
<td>1b. Business Telephone Number of Insured</td>
<td></td>
</tr>
<tr>
<td>1c. NYS Unemployment Insurance Employer Registration Number of Insured</td>
<td></td>
</tr>
<tr>
<td>1d. Federal Employer Identification Number of Insured or Social Security Number</td>
<td></td>
</tr>
</tbody>
</table>

2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>The County of Schuyler</td>
<td>105 Ninth St, Unit 6</td>
</tr>
<tr>
<td></td>
<td>Watkins Glen NY 14891</td>
</tr>
</tbody>
</table>

3. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)

<table>
<thead>
<tr>
<th>Field</th>
<th>Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>3a. Name of Insurance Carrier</td>
<td></td>
</tr>
<tr>
<td>3b. Policy Number of entity listed in box “1a”:</td>
<td></td>
</tr>
<tr>
<td>3c. Policy effective period:</td>
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4. Policy covers:

- [ ] All of the employer’s employees eligible under the New York Disability Benefits Law
- [ ] Only the following class or classes of the employer’s employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed ________________
By ________________________
(Signature of insurance carrier’s authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number ________________ Title ________________________

IMPORTANT: If box “4a” is checked, and this form is signed by the insurance carrier’s authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If box “4b” is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers’ Compensation Board, DB Plans Acceptance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers’ Compensation Board (Only if box “4b” of Part 1 has been checked)

State Of New York
Workers’ Compensation Board

According to information maintained by the NYS Workers’ Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed ________________
By ________________________
(Signature of NYS Workers’ Compensation Board Employee)

Telephone Number ________________ Title ________________________

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)
Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in box “3” on this form is certifying that it is insuring the business referenced in box “1a” for disability benefits under the New York State Disability Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in box “2”. *This Certificate is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box “3c”.*

Please Note: Upon the cancellation of the disability benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability Benefits Law.

**DISABILITY BENEFITS LAW**

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and not withstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.
Form CE-200

Certificate of Attestation of Exemption
From New York State Workers' Compensation and/or Disability Benefits Insurance Coverage

"This form cannot be used to waive the workers' compensation rights or obligations of any party."

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carries that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

In the Application of:

 outlets

JOHN SMITH
123 MAIN STREET
ALBANY, NY 12207
111-11-1111
Federal ID Number: XXXXX6789

Business Applying For:

BUILDING PERMIT

From: CITY OF ALBANY, DEPT OF BUILDING AND CODES
The location of where work will be performed is
123 ACME AVENUE, ALBANY, NY 12203.
Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.
The estimated dollar amount of project is $25,001 - $50,000

Workers' Compensation Exemption Statement:
The above named business is certifying that it is NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE for the following reason:
The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:
The above named business is certifying that it is NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE for the following reason:
The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation, or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE

Signature:

Exemption Certificate Number
2008-00197

Date:

Received

October 2, 2008

NYS Workers' Compensation Board

CE 200 (Rev 08/01/08)
REQUEST FOR LIABILITY INSURANCE WAIVER:
MINIMUM INSURANCE STANDARDS FOR SCHUYLER COUNTY CONTRACTS
Pursuant to the Minimum Insurance Standards for Schuyler County Contracts.
(Resolution No. 92 of the Year 2016)

Date of Request:

Department Requesting Waiver:

Contract Vendor:

Date of Contract: __________ Ins. Category (from Co. Ins. Standards):

Please note: The county cannot grant waivers of the requirements for Workers Compensation or Disability Benefits coverage under NYS Workers Compensation Law as this is a state, not county, requirement.

Please attach copies of the following: (1) Copy of Contract; (2) Existing legislative authorization.

Basis for Waiver (please list any and all reasons with as much detail as necessary) (attach additional sheets if required):

The County Attorney, the Chair of the Legislature and the County Administrator are authorized to grant waivers in rare instances, and only upon unanimous agreement. Failure to obtain unanimous agreement will result in rejection of waiver request even if not all parties have voted.

<table>
<thead>
<tr>
<th>For the County Attorney</th>
<th>Name:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Approval (Choose One):</td>
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<tr>
<th>For the County Administrator</th>
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<tbody>
<tr>
<td>Approval (Choose One):</td>
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<tr>
<th>For the Chair of the Legislature</th>
<th>Name:</th>
<th>Date:</th>
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<tbody>
<tr>
<td>Approval (Choose One):</td>
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</table>
1. The parties to the attached contract, license, lease, amendment, renewal or other agreement of any kind (hereinafter, “the contract” or “this contract”) agree to be bound by the following clauses which are hereby made a part of the contract (the word “Contractor” herein refers to any party other than the County of Schuyler (“the County”), whether a contractor, vendor, licensor, licensee, lessor, lessee or any other party). The terms and conditions of this document entitled “Business Associate Agreement” (“Business Associate Agreement”), shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement by the party signing this Agreement as Business Associate, and pursuant to which Business Associate may be considered a “business associate” of the County of Schuyler, State of New York, as such term is defined in the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) including all pertinent regulations (45 CFR Parts 160 and 164) issued by the U.S. Department of Health and Human Services, as amended. By signing the attached contract, the Contractor agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of Protected Health Information. This Appendix comprises the Business Associate Agreement (Agreement).

2. For purposes of this Business Associate Agreement, the term “Business Associate” shall mean and include the term “Business Associate” as such term is defined in 45 CFR §164.103.

3. Definitions: Terms used, but not otherwise defined, in this Business Associate Agreement shall have the same meaning as those terms in 45 CFR §§160.103, 164.103, and 164.501.

a. Breach shall have the same meaning as the term “Breach” in §13400 of the HITECH Act and guidance issued by the Department of Health and Human Services, and shall include the unauthorized acquisition, use, or disclosure of Protected Health Information that compromises the privacy or security of such information.

b. Covered Entity shall mean the County of Schuyler, State of New York.

c. Data aggregation shall mean, with respect to protected health information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such protected health information by the business associate with the protected health information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

d. Designated Record Set shall have the same meaning as the term “Designated Record Set” in 45 CFR §164.501.

e. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Parts 160 and 164.


g. Individual shall have the same meaning as the term “Individual” in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
h. Protected Health Information shall have the same meaning as the term “Protected Health Information” in 45 CFR §160.103, but is limited to the protected health information created or received by Business Associate from, for or on behalf of Covered Entity in connection with or in the course of Business Associate’s performance of the Agreement.

i. Required by Law shall have the same meaning as the term “Required by Law” in 45 CFR §164.103

j. Secretary shall mean the Secretary of the Federal Department of Health and Human Services or his/her designee

k. Security Incident shall have the same meaning as the term “Security Incident” in 45 CFR §164.304

l. Security Rule shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Parts 160 and 164, subparts A and C

m. Unsecured Protected Health Information shall mean Protected Health Information that is not secured through the use of a technology or methodology specified by the Secretary in guidance, or as otherwise defined in §13402(h) of the HITECH Act.

4. Obligations and Activities of Business Associate:

a. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the Agreement, and to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity pursuant to this Agreement. Business Associate agrees to fully comply with the responsibilities of Business Associates as set forth in §13401 of the HITECH Act.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of the Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR §164.410, and any Security Incident of which it becomes aware. In the event of a Breach of Unsecured Protected Health Information:

(1) Business Associate shall promptly notify Covered Entity of the Breach when it is discovered, but no later than 30 days from the discovery of the Breach. A Breach is considered discovered on the first day on which Business Associate knows or should have known of such Breach. Such notification shall identify the Individuals whose Unsecured Protected Health Information has, or is reasonably believed to have, been the subject of the Breach, and their contact information.

(2) Covered Entity shall promptly notify Individuals about a Breach of their Unsecured Protected Health Information as soon as possible, but not later than 60 calendar days after discovery of the Breach, except where a law enforcement official determines that a notification would impede a criminal investigation or cause damage to national security. Notification shall meet the requirements of §13402 of the HITECH Act.
e. In accordance with 45 CFR §164.502(e)(1)(ii) and §164.308(b)(2), if applicable, Business Associate agrees to ensure that any agent or subcontractor of Business Associate to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity pursuant to the Agreement agrees to at least the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such Protected Health Information. Business Associate will ensure that Business Associate Agreements are executed with all subcontractors that will perform functions or activities on behalf of Business Associate that involve the use or disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity.

f. To the extent that the information made available to Business Associate under the Agreement includes Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.

g. To the extent that the information made available to Business Associate in connection with or in the course of Business Associate’s performance of the Agreement includes Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

h. Business Associate agrees to document such disclosures of Protected Health Information under the Agreement and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

i. Business Associate agrees to provide to Covered Entity or an Individual, in a time and manner designated by Covered Entity, information collected in accordance with this Business Associate Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528. If Business Associate assists Covered Entity in maintaining an electronic health record (EHR), Business Associate shall support Covered Entity in providing, upon the request of the Individual, an accounting of disclosures of Protected Health Information in the EHR within the prior three years, as well as an electronic copy of Protected Health Information that is part of an EHR.

j. To the extent Business Associate is to carry out one or more of Covered Entity’s obligations under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations; and shall be directly responsible for full compliance with the relevant requirements of the Privacy Rule to the same extent that Covered Entity is responsible for compliance with such rule.

k. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity pursuant to the Agreement, available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner as designated by the Covered Entity, for purposes of the Secretary’s determining Covered Entity’s compliance with the HIPAA Rules.

l. Business Associate shall make its internal practices, books, and records available to the Secretary for purposes of determining its compliance with the HIPAA Rules.
5. Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in the Agreement and this Business Associate Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.


a. Except as otherwise limited in the Agreement or this Business Associate Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

b. Except as otherwise limited in the Agreement and this Business Associate Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed that it will remain confidential and shall be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality obligations under this Business Associate Agreement have been breached.

c. Except as otherwise limited in the Agreement and this Business Associate Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services relating to the health care operations of Covered Entity as permitted in 45 CFR §164.504(e)(2)(i)(B).

d. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with New York State Mental Hygiene Law and 45 CFR §164.502(j)(1).

7. Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices produced in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of Protected Health Information.

b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate’s permitted or required uses and disclosures.

c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of Protected Health Information.

8. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity. Covered Entity may permit Business Associate to use or disclose Protected Health Information for Data Aggregation or management and administrative activities of Business Associate, if the Agreement includes provisions for same.

9. Remedies in Event of Breach/Indemnification
a. In the event of breach by Business Associate of any of the covenants and assurances contained in this Business Associate Agreement, Business Associate hereby agrees that immediate and irreparable harm may result to Covered Entity, and to the business of Covered Entity, which harm would not be adequately compensated by monetary damages. As such, in the event of breach of any of the covenants and assurances contained herein, Covered Entity shall be entitled to enjoin and restrain Business Associate from any continued violation of such Sections.

b. Business Associate shall defend, indemnify and hold Covered Entity harmless against all claims, losses, liability, costs and other expenses (including reasonable attorneys’ fees), without limitation (collectively, “Liability”), resulting from or arising out of the acts or omissions of Business Associate in the performance of its duties and obligations under this Business Associate Agreement, except to the extent that such Liability results from or arises out of the acts or omissions of Covered Entity. Business Associate’s Liability under the foregoing provision shall include responsibility to pay, or where appropriate, to reimburse Covered Entity, for all costs associated with notification required by HIPAA or HITECH due to a Breach within the meaning of this Business Associate Agreement, except to the extent that such Liability results from or arises out of the acts or omissions of Covered Entity. Business Associate shall be fully liable for the actions of its agents, employees and subBusiness Associates.

c. The terms of this Section 9 shall survive expiration or termination of the Agreement.

10. Consideration

Business Associate acknowledges that the promises it has made in this Business Associate Agreement shall, henceforth, be relied upon by Covered Entity in choosing to continue or commence a business relationship with Business Associate.

11. Interpretation of this Business Associate Agreement in Relation to Other Contracts Between the Parties

Should there be any conflict between the language of this Business Associate Agreement and any other contract or agreement entered into between the Parties (either prior or subsequent to the date of this Business Associate Agreement), the language and provisions of this Business Associate Agreement shall control and prevail unless, in a subsequent written agreement, the Parties specifically refer to this Business Associate Agreement by its title and date, and specifically state that the provisions of the later written agreement shall control over this Business Associate Agreement; except that in the event of a conflict with Appendix A (Standard Terms and Conditions of Schuyler County Contracts) in any agreement to which such Appendix A applies (either prior or subsequent to the date of this Business Associate Agreement), Appendix A shall govern.

12. Term and Termination

a. Term. The provisions of this Business Associate Agreement shall be effective as of the effective date of the Agreement and shall survive termination of the Agreement and shall not terminate unless and until all Protected Health Information is destroyed, or returned to Covered Entity or, if it is infeasible to return or destroy Protected Health Information, in accordance with the termination provisions in Section (c)(2) of this Section, in which case Business Associate’s obligations hereunder shall continue for so long as Business Associate maintains the Protected Health Information.

b. Termination for Cause. A breach of this Business Associate Agreement by either party shall be considered a material breach of the Agreement and may be grounds for termination of the Agreement for cause.

c. Effect of Termination.
(1) Except as provided in subparagraph (2) of this paragraph, upon termination of the Agreement for any reason, Business Associate shall return to Covered Entity or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to all Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information. Upon request by Covered Entity, Business Associate shall certify in writing to Covered Entity that all Protected Health Information has been returned or destroyed as required by this section.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. Upon request by Covered Entity, Business Associate shall certify in writing to Covered Entity that it has taken all the steps required by this section to protect Protected Health Information which could not feasibly be returned or destroyed.

13. Miscellaneous

a. Regulatory References. A reference in this Business Associate Agreement to the HIPAA Rules means the rules as in effect or amended, and for which compliance by a Covered Entity and/or Business Associate is required.

b. Amendment. The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

c. Survival. The respective rights and obligations of Business Associate under Section 9 of this Business Associate Agreement shall survive the termination of this Business Associate Agreement.

d. Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules.