



# PURCHASING DEPARTMENT

## COUNTY OF STEUBEN

3 EAST PULTENEY SQUARE  
BATH, NEW YORK 14810-1510  
(607) 664-2484

### LEGAL NOTICE

Notice is hereby given that the Administration Committee of the Steuben County Legislature will receive sealed competitive proposals from qualified consultants for health benefits consulting and brokerage services; document #GC-17-002-P.

Request for proposal forms, scope of services and general provisions are available at the Steuben County Purchasing Department, 3 E. Pulteney Square, Bath, N.Y. 14810. Telephone number: 607-664-2484. These documents are also available on the Steuben County website, [www.steubencony.org](http://www.steubencony.org).

Interested parties assume all responsibility to acquire information and forms.

To be considered, proposals must be submitted on Steuben County forms and delivered in a sealed opaque envelope. Proposals will be received at the Purchasing Department until 1:30 P.M. local time on Wednesday, March 29, 2017; at which time proposals will be opened and acknowledged as received.

Steuben County retains the right to reject any or all proposals and to withdraw this solicitation at any time.

Dated: February 1, 2017

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Andrew G. Morse  
Director of Purchasing

Request for Professional Services:  
Health Benefits Consulting and Brokerage Services  
Document #GC-17-002-P

**PURPOSE:**

It is the intent of this request for proposal to solicit offers from qualified employee benefits insurance consultants to provide professional consulting and brokerage services to Steuben County relative to the County’s health and welfare benefits programs.

**BACKGROUND:**

Currently Steuben County has a self-funded medical and prescription benefits plan administered by Excellus for active employees and retirees under age 65. Additionally, based on bargaining unit, there are a variety of dental and vision plans offered.

<u>Employee Population by Bargaining Unit</u>	
Non-union (benefit eligible only)	130
CSEA Main Union	520
CSEA Corrections Officers & Dispatchers	110
Deputies Association	30

There are currently approximately 170 employees with individual health insurance coverage, 715 with family coverage, 125 retirees under age 65, and 300 retirees 65 or older (enrolled in one of two Medicare Advantage plans). Most full-time employees, plus part-time staff, are enrolled in one of two possible CSEA EBF dental and vision plans. A small number of employees (approximately 24) carry a self-funded Excellus dental plan and VSP vision coverage. Approximately 85 employees and 215 retirees carry a second self-funded Excellus dental plan and a Superior Insurance vision plan.

Currently, there are 26 possible payroll deduction amounts related to health insurance and 10 possible deductions for dental and vision coverage. Payroll deductions are based on union designation, date of hire and participation in the County biometric testing wellness initiative.

**PROJECT MANAGERS:**

Project managers will be Tammy Hurd-Harvey, Steuben County Finance Office; telephone number: 607-664-2402, Mitch Alger, Steuben County Manager’s Office; telephone number: 607-664-2245 and Nathan Alderman, Personnel telephone number 607-664-2351. Address: 3 East Pulteney Square, Bath, New York 14810.

**QUALIFICATIONS:**

Steuben County shall be free to make any inquiry(ies) deemed necessary to ascertain the qualification(s) of the proposer and/or the accuracy of statements made by the proposer as to its qualification(s).

**CONTACT INFORMATION AND REQUIREMENTS:**

Along with its response, the submitter of the RFP shall include the following information: name, address, telephone number and FAX number.

**PROPOSAL COST:**

The price shall be an *in toto* price per the proposed scope of services.

By *in toto* it is meant, the aggregate of all costs billable to Steuben County including but not limited to freight, labor, materials and equipment.

**SELECTION OF A CONTRACTOR:**

Selection shall only be made from proposals submitted by qualified, responsive and responsible entities who sufficiently meet the terms, conditions and specifications stated herein.

However, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as their right, the right to determine the contractor in accordance with the best interest of Steuben County.

Determination is not made at the opening. All submitted proposals are subject to final review and acceptance by the appropriate committee(s) of the Steuben County Legislature.

Receipt of proposals by the County shall not be construed as authority to bind the County.

**REFERENCES:**

Any response to this request for proposal shall contain, as a minimum, at least three (3) references with contact names and phone numbers where the proposer has completed projects similar in nature with municipalities administering self-funded health care plans.

**AWARD:**

Award will be based upon the respondent's experience demonstrated in similar projects and cost. The award may be made to the most responsible contractor whose proposal is determined to be in the best interest of Steuben County and who is deemed the best fit to serve the County's requirements based upon criteria stated under the Scope of this

RFP, the evaluation of references, corporate qualifications and, if deemed necessary, an interview with the contractor and the designated committee.

Price will not necessarily be the determining factor in the award of the contract. All proposals will be evaluated to determine if they meet the required format and are in compliance with all requirements of the Request for Proposals.

Incomplete or non-responsive proposals may be rejected at the discretion of Steuben County.

**ASSIGNABILITY:**

The contractor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract; and/or work to be performed as a result of the contract; or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Steuben County.

**Non-Collusive Bidding Clause and Certificate:**

- a) Clause –  
"By submission of this bid, each contractor and each person signing on behalf of any contractor 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 contractor 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 contractor and will not knowingly be disclosed by the contractor 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 contractor to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- b) The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the "NON-COLLUSIVE BIDDING CERTIFICATE" form included in this bid document.

**Hold Harmless Clause and Form:**

- a) Clause –  
“The contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”
  
- b) The contractor shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the “HOLD HARMLESS CLAUSE” form included in this bid document.

**Iranian Energy Sector Divestment Certification:**

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”.

By submission of this proposal, each contractor and each person signing on behalf of any contractor certifies and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each contractor is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its proposal.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this document.

**INSURANCE:**

- a) This bid document includes an information sheet entitled: STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurance(s) which the contractor shall have in effect prior to and maintained throughout the term of any contract by all parties contracting to do business with Steuben County.

In the event that the awardee’s insurance lapses during the term of the contract, the County reserves, as its right, the right to purchase the contracted

product(s)/service(s) on the open market; with any increase in cost(s) to Steuben County being charged to the awardee. Credit shall not be issued to the awardee where open market cost(s) to the County are less than the cost(s) contracted with the awardee.

- b) As project lead, Steuben County shall be named as an additional insured in the contractor's policy for all intents and purposes of this contract and for any and all actions, which may be taken as a result of this contract. The document number and title shall be referenced in the description/additional comments section of the certificate of insurance form.

PLEASE NOTE: Additional insured and certificate holder *must only read*: Steuben County, 3 E. Pulteney Square, Bath, N.Y. 14810.

- c) Each awardee shall submit an original of its Certificate of Insurance (which indicates the contractor's compliance with the above sections a) and b) to the following: Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York 14810, 607-664-2484.
- d) The Certificate of Insurance must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e) Self-employed persons must carry Worker's Compensation coverage as directed by the Steuben County Risk Manager. Contractor shall submit an original Certificate of NYS Worker's Compensation Insurance Coverage form WC 88 31 21 C, which indicates the contractor's compliance, to be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- f) Workers' Compensation Insurance Exemption:  
Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board. d.
- g) OSHA Training:  
Wherein a contractor and Steuben County are both parties to a contract involving a public works project; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a Bid/RFP submittal is required, said certification(s) shall be included with the bidder's/respondent's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

**ADDENDUM/ADDENDA:**

- a) If an addendum has been issued prior to the County's receipt of proposals Steuben County shall attempt to notify potential respondents known to have received the proposal documents and whose contact information is on file with the County.

Steuben County does not ensure the potential respondent receipt of addendum. It shall be the responsibility of each proposer, prior to submitting its proposal to contact the Director of Purchasing, 607-776-9631, Ext. 2482, to determine if an addendum has been issued.

- b) Addendum shall be available for review and/or copy at the Purchasing Department, Room #217, Steuben County Office Building, 3 East Pulteney Square, Bath, N.Y.
- c) It is a requirement that the respondent sign, date and include the addendum with its bid submission.

**SUBMISSION OF PROPOSALS:**

- a) The proposer shall submit five (5) sets of its RFP; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)
  - 1) One (1) set shall be stamped (or otherwise indicated) as being the "ORIGINAL."
  - 2) Four (4) sets shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY."
  - 3) Information presented in the "ORIGINAL" set of the RFP submission shall prevail.
  - 4) The RFP shall be submitted in a sealed opaque envelope marked on the outside with: the respondent's name and address and the designation: "Sealed Proposal: Health Benefits Consulting and Brokerage Services".
- b) The envelope shall be addressed to Andrew Morse, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810. Proposals shall be received at the Purchasing Department until 1:30 P.M. local

time on March 29, 2017 at which time proposals shall be opened and acknowledged as received.

- c) Facsimile transmitted proposals are not acceptable and shall be rejected.
- d) Security procedures are in effect at the Steuben County Office Building. Interested parties, especially respondents who intend to hand deliver bids and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered "delivered on time," a submission must be received at the Purchasing Department by the appointed hour.
- e) You must submit a separate RFP response for each different solution you are proposing.

**LATE PROPOSALS:**

Proposer shall bear sole responsibility for the delivery of their proposal in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the proposer's risk. Late proposals shall not be considered and shall be returned unopened.

**RIGHT OF COUNTY TO SEEK CLARIFICATION, ACCEPT OR REJECT PROPOSAL(S), ETC:**

- a) Steuben County reserves as its right, the right to require clarification from for the purpose of assuring a full understanding of the bidder's responsiveness to the solicitation requirements.
- b) Steuben County reserves as its right; the right to accept or reject any and all proposals (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmission.

**CIVIL RIGHTS:**

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all proposers that it will affirmatively ensure that any contract awarded as a result of this proposal solicitation will be awarded without discrimination on the grounds of race, color, sex or natural origin.

**Labor Rates:**

In accordance with the provisions of the State Labor Law, the wages and supplements to be paid by the contractor to workers, labors and mechanics for work performed pursuant to the terms of the contract as shall be awarded as a result of this solicitation shall not be less than the prevailing rate of wages including supplements in effect at the time the contract work is performed. A current schedule of wages and supplements to be paid for work performed pursuant to said contract, as provided by the Commissioner

of Labor will be part of the contract documents. It is understood and agreed, however, that the said schedule is subject to revisions of the Commissioner of Labor and that the contractor shall be obligated to and shall pay to all laborers, workers and mechanics not less than the wages and supplements outlined in the schedule which shall be in effect at the time the work under this resulting contract is performed. Such revised schedule(s) shall be annexed to and form part of the resulting contract for the work.

In the event that any other occupation not mentioned in the annexed schedule of the classifications shall be required in the execution of the aforesaid work, supplementary wage schedules shall be requested from the Commissioner of Labor, and such supplementary schedules shall, upon notice of the contractor, become and be a part of the wage schedule embodied in the resulting contract.

The most current schedule of wages shall be posted at the job site as required by law.

It is suggested that contractors familiarize themselves with all the other requirements of the New York State Labor Law.

**Award of Contract:**

The Steuben County Administration Committee may award a contract to the consultant demonstrating the most complete proposal.

**Instructions to Vendors:**

Steuben County will not be responsible for any costs incurred by the vendor in preparing or submitting a proposal. All materials and documents submitted in the proposal and/or presentation shall become the property of the Steuben County and will not be returned.

This RFP is to be considered as a minimum set of specifications and standards. Steuben County requires the consultant to explain in detail, using pictures, illustrations or other aids, as to how the proposed solution will meet our needs.

Failure to provide adequate information to enable the Steuben County evaluate the consultant, proposed subcontractors, proposed site visits and systems research, will be considered failure to meet the RFP requirements and may result in the elimination of the consultant's proposal.

Proposals received after the due date will not be considered. The proposal must include the name, title, address, telephone number, and email address of vendor's primary agent for the proposal. This person must be fully knowledgeable of the proposal, be authorized to speak with full authority for the consultant, and be present if requested to make a demonstration.

**Subcontractors:**

Consultants must list in the proposal the name, address and telephone number of each subcontractor the consultant intends to employ, if any.

Steuben County reserves the right to reject any subcontractors. Should a subcontractor be rejected, the consultant will be required to provide an acceptable alternate. Failure to provide acceptable subcontractors shall be cause for rejection of the RFP.

Should a subcontractor fail to provide the established level of service and response, the primary consultant must contract with another agency for those services in a timely manner. Any additional costs associated with securing a competent subcontractor shall be the sole responsibility of the consultant.

**Protection from Claim Against "Or Equal":**

In the event of any claim concerning or relating to the issue of "equal or better" or "equal", the awardee agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

**Modification or Withdrawal of Proposals:**

- a) A proposal may be modified or withdrawn by an appropriate document duly executed in the manner that a bid must be executed and delivered to the place where proposals are to be submitted at any time prior to the scheduled time for opening of proposals.
- b) No proposal may be modified, withdrawn or canceled for a period of one hundred twenty (120) days after the date of the proposal opening and all proposals shall be subject to acceptance by the County during this period.

**Responsibilities for Work:**

The contractor assumes full responsibility for the acts and omissions of all his employees and all sub-contractors, their agents and employees and all other persons performing work under the contract.

**Consideration of Proposal; Acceptance of Proposal (Award):**

- a) The award of contract will be made by written notice of award signed by a duly authorized representative of the County and no other act of the County shall constitute the acceptance of a bid.
- b) The acceptance of the proposal shall bind the successful contractor to execute a contract.

**Execution of Contract/Certificate of Insurance:**

The contractor to whom the award is made shall assist and cooperate with the

County as necessary in preparing the standard County agreement for execution.

**Commencement of Work:**

Notwithstanding any delay in the preparation and execution of the agreement, the successful contractor shall be prepared, upon receipt of the notice of award, to commence work within a time period mutually acceptable to contractor and the County.

**Supportive Specifications:**

The contractor shall be responsible for obtaining all permits required to fulfill this contract and shall comply with all laws, ordinances, rules and regulations of the jurisdictions in which the work is performed.

**Sales Tax Exemption:**

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

**Company Information:**

The vendor must include information that gives Steuben County an overview of the company organization. This information should include, but not be limited to, location, size, number of employees and a description of the company's operation and financial status. The vendor must also include a list of current customers using the vendor's system including name and contact information for each customer. The vendor must indicate the current customer that is the closest to Bath, N.Y.

**Overview of RFP:**

Steuben County has intentionally kept this RFP simple and as open as reasonably possible to allow as many consultants as possible to respond.

The consultant should fully explain the process that will be used to review the County's current benefits package.

**Term:**

The initial contract term shall be one (1) year effective upon date of award with an option to extend up to four (4) one (1) year renewal options.

Notice of intent to renew will be given to the firm in writing by the County, normally ninety (90) days before expiration date of the current contract. This notice will not be deemed to commit the county to renew the contract for the renewal period, until such time as the county takes official action to commit to such a renewal.

**Evaluation Process:**

- a) After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the comparative assessment of the

relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this RFP shall be based on the lowest and best proposal received in accordance with the evaluation criteria stated below.

- 1) Demonstration of successful similar projects, preferably in public sector environments.
  - 2) Qualifications of individuals assigned to the project.
  - 3) Demonstration of clear understanding of the requirements of the project.
  - 4) Ability to deliver a high quality service at a reasonable cost.
  - 5) Proposal review criteria/application review process and scoring.
- b) After an initial screening process, a technical question and answer conference or interview may be conducted, if deemed necessary by the County, to clarify or verify the contractor's proposal and to develop a comprehensive assessment of the proposal.
- c) Steuben County reserves the right to consider historic information and fact, whether gained from the contractor's proposal, question and answer conference, references or any other source, in the evaluation process.
- d) It is the contractor's responsibility to submit information related to the evaluation categories and that Steuben County is under no obligation to solicit such information if it is not included with the contractor's proposal.

As a result of this RFP, Steuben County intends to enter into contract with the selected contractor to provide the services described in the scope of services section. However, this intent does not commit the county to award a contract to any responding contractor. Steuben County and the Administration Committee reserve the right, with agreement by the applicant, to accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so.

**Cancellation of Contract:**

Steuben County reserves, as its right, the right to cancel the contract(s) resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the contractor(s) or its representative(s). Said notification mailed to

the contractor or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

**Questions:**

Contractor's questions will be accepted until March 10, 2017 and shall be submitted in writing to Andrew G. Morse, Director of Purchasing, Steuben County Purchasing Department, 3 E. Pulteney Square, Bath, NY 14810. No questions will be accepted after this date.

**REQUIRED INFORMATION:**

1. Company overview: Please describe your company ownership and structure. Provide a list of employees that will be providing services to the County.
2. Proposed implementation plan: Describe your proposed implementation plan and how it will meet the objectives of this request for proposals.

**SCOPE OF SERVICES:**

1. Serve as the County's designated broker of record for benefit programs with the objective of assisting the County in developing a strategic plan for employee health and welfare benefits.
2. Negotiate with carriers and third party administrators and implement employee benefit plans as directed by the County. Ensure that offered benefits include all required components as included in the various collective bargaining agreements.
3. Analyze benefit proposals and report results to the appropriate County personnel and committees. Review benefit provider contracts for accuracy in rates, benefits, eligibility and coverage.
4. Negotiate benefit plan renewals with carriers and third party administrators and ensure continuity of covered benefits and applicable employee copay amounts.
5. Review claim history of the County's benefit plans.
6. Prepare annual reports of the County's benefit plans and make recommendations for changes, modifications or benefit enhancements.
7. Perform a feasibility study of fully self-funding dental and vision care benefits.
8. Ensure the County is in compliance with all laws and regulations that apply to the various benefit plans.

9. Develop customized employee and retiree benefit communication materials and tools.
10. Prepare budget projections on future costs of the benefit program.
11. Work with third party administrators to resolve coverage, claims and billing issues.
12. Assist County employees with claims and billing issues.
13. Assist the County with any implementation or transitioning of carriers and administrators.
14. Alert the County of any legislative mandates regarding benefits and assist with any compliance issues.
15. Attend committee meetings on an as requested basis by the County.
16. Develop and implement a successful population health management program to include periodic wellness assessments. Provide a system for employees to confidentially record the test results, track that employees have entered those results, and provide the County with aggregated reports relative to the wellness of the employee population as a whole. Based on these results, work with the County Wellness Committee to develop programs to improve the health of County employees.
17. Ensure the County is receiving a quality, state of the art benefit plan at a fair price.
18. Prepare information, calculations and forms to ensure the County is in compliance with all Patient Protection and Affordable Care Act (or the successor legislation) requirements, including but not limited to 1095 forms and filing, reinsurance reporting, and Patient-Centered Outcomes Research Institute (PCORI) fees.
19. In the long-term, be prepared to provide employee initiated electronic benefits management for the full range of benefit offerings to employees.

Request for Proposals: Health Benefits Brokerage and Consulting Services  
 Document #GC-17-002-P

FILE DAY, DATE & TIME: 1:30 P.M. Wednesday, March 29, 2017  
 Submission may be mailed or hand delivered.

SUBMIT TO: Andrew Morse, Director of Purchasing  
 Steuben County Purchasing Department  
 3 East Pulteney Square  
 Bath, New York 14810

PROPOSAL PAGE: The undersigned, having an integral understanding of the objective, terms and conditions, specifications and contractor's responsibility as stated in the Request for Proposals documents, does hereby submit a proposal for the provision of services as stated below and pursuant to the Request for Proposals.

Proposal cost intoto price per the proposed scope of services:	\$
	Cost written in words:

PLEASE PRINT OR TYPE:	
Company Name:	Federal Employer ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:

NON-COLLUSIVE PROPOSAL CERTIFICATE

By submission of this proposal, 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 proposal 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 proposal for the purpose or restricting competition.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

SIGNED BY: \_\_\_\_\_ TITLE: \_\_\_\_\_

NAME PRINTED/TYPED: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

DOCUMENT NUMBER: \_\_\_\_\_

Hold Harmless Clause

As a successful vendor, I shall hold harmless the County of Steuben and representatives thereof from all suits, actions or claims of any kind brought on account of any injuries or damages sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the contractor or his employees, or from any claims or amounts arising or recovered under any law, ordinance, regulation or decree.

NAME OF COMPANY: \_\_\_\_\_

SIGNED: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

PROPOSAL TITLE: \_\_\_\_\_

DOCUMENT NUMBER: \_\_\_\_\_

Attachment "D"  
Certification Pursuant to Section 103-g  
Of the New York State  
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
  - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties 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 its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Steuben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

Attachment "D"  
Certification Pursuant to Section 103-g  
Of the New York State  
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT  
Page 2

- b) The County of Steuben has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Steuben would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
COUNTY OF STEUBEN) 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

## BUSINESS ASSOCIATE AGREEMENT

**THIS AGREEMENT** is made effective as of the \_\_\_\_ day of \_\_\_\_, 20\_\_ by and between Steuben County (the "Covered Entity"), and "**Company Name**" (the "Business Associate").

**WHEREAS**, the Covered Entity maintains certain confidential protected health information concerning its clients (each referred to as an "Individual"), and such information includes information created or received by the Covered Entity or created, maintained, transmitted or received by the Business Associate (the "PHI"), and includes electronic protected health information ("E PHI"); and

**WHEREAS**, as a result of their access to and Use and Disclosure of PHI and E PHI, the Covered Entity and Business Associate acknowledge that they are obligated to comply with the applicable provisions of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations including, but not limited to, the Security Standards for the Protection of Electronic Protected Health Information (the "Security Rules") and the Privacy of Individually Identifiable Health Information standards (the "Privacy Rules") (collectively the "HIPAA Requirements"); and

**WHEREAS**, the parties are obligated under the HIPAA Requirements to enter into a written agreement under which the Business Associate will agree to appropriately protect and safeguard PHI and E PHI; and

**WHEREAS**, the Business Associate and the Covered Entity have entered into an agreement (the "Contract"), dated \_\_\_\_, 20\_\_, under which the Business Associate provides services to the Covered Entity and, in the course of providing those services, the Business Associate may or will have access to PHI and E PHI; and

**WHEREAS**, the Health Information Technology for Economic and Clinical Health Act of the American Recovery and Reinvestment Act of 2009 includes new standards and has new implementing regulations which provide that certain provisions of the HIPAA Requirements are directly applicable to business associates and that any existing business associate agreements must be updated to address these new standards (collectively referred to as the "HITECH Act"); and

**WHEREAS**, the HIPAA Requirements and the new provisions of the HITECH Act shall collectively be known in this Agreement as the "HIPAA Rules";

**NOW, THEREFORE**, the parties agree as follows:

1. **Definitions**

(a) Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” is defined in the HIPAA Rules.

(b) Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” is defined in the HIPAA Rules.

(c) The following capitalized terms and/or their derivatives used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Disclosure, Electronic Protected Health Information/EPHI, Health Care Operations, Individual, Limited Data Set, Minimum Necessary, Notice of Privacy Practices, Protected Health Information/PHI, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

## 2. **Use and Disclosure of PHI and EPHI**

(a) The Business Associate will hold and keep the PHI and EPHI strictly confidential and Use and/or Disclose PHI and EPHI only as required or permitted under the terms of the Contract, this Agreement, and the HIPAA Rules. However, the HIPAA Rules limit the Use and/or Disclosure of PHI and EPHI by the Covered Entity, and those restrictions also apply to the Business Associate and the Business Associate’s Subcontractors that create, receive, transmit or maintain PHI and/or EPHI in order to perform a function, activity or service delegated by the Business Associate. This means that any Use and/or Disclosure must be related to the treatment of the Individual to whom the PHI and EPHI relates, payment for the treatment of that Individual, or the Covered Entity’s general Health Care Operations.

(b) The Business Associate may also Use and/or Disclose the PHI and EPHI for the proper management and administration of the Business Associate, or to carry out the legal responsibilities of the Business Associate. However, such Use and/or Disclosure must be either Required By Law or, prior to making Use of the PHI and EPHI or Disclosing the PHI and EPHI, the Business Associate must obtain reasonable assurance from the person to whom the PHI and EPHI will be Disclosed that the PHI and EPHI: (i) will be held confidentially and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed; and (ii) the person to whom it is Disclosed agrees to notify the Business Associate of any instance of which it is aware in which the confidentiality of the PHI and EPHI has been Breached.

(c) The Business Associate may also Use the PHI and EPHI to provide Data Aggregation services to the Covered Entity. Data Aggregation means, with respect to PHI and EPHI, the combining of the PHI and EPHI by the Business Associate with Protected Health Information received by the Business Associate in its capacity as a business associate of another health care provider to permit data analysis that relates to the Health Care Operations of the Covered Entity and the other health care provider.

(d) The Business Associate will not Use or further Disclose the PHI and EPHI other than as permitted or required by this Agreement, by applicable law, or by the HIPAA Rules.

3. **Covered Entity's Obligations**

(a) Covered Entity shall notify Business Associate of any limitation(s) in the Notice of Privacy Practices of Covered Entity, to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI and EPHI.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to Use or Disclose his or her PHI and EPHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI and EPHI.

(c) Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of PHI and EPHI that Covered Entity has agreed to or is required to abide by, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI and EPHI.

4. **Safeguards/Requirements**

(a) The Business Associate will use appropriate safeguards to prevent any Use or Disclosure of the PHI and EPHI that is not permitted under the terms of this Agreement. Specifically, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI and EPHI that it creates, receives, maintains or transmits on behalf of the Covered Entity.

(b) The Business Associate will ensure that any of its agents, including a Subcontractor, to whom the Business Associate provides PHI and EPHI, will enter into a Business Associate Agreement with Business Associate and agree to the same restrictions and conditions that apply to the Business Associate under the terms of this Agreement, and will agree to implement reasonable and appropriate safeguards as required by the HIPAA Rules to protect the PHI and EPHI.

(c) The Business Associate may Use and Disclose PHI and EPHI that Business Associate obtains, maintains, transmits or creates only if such Use or Disclosure is in compliance with each applicable requirement of the HIPAA Rules relating to business associate agreements. The additional requirements of the HITECH Act that relate to privacy and that are made applicable to Covered Entity shall also be applicable to Business Associate. Business Associate shall comply with these privacy requirements which shall be incorporated into this Agreement.

(d) Under the HIPAA Rules the requirements pertaining to "administrative safeguards," "physical safeguards," "technical safeguards," and "policies and procedures and documentation requirements" of the Security Rules apply to Business Associate in

the same manner that such sections apply to Covered Entity, and the additional requirements of the HITECH Act that relate to security and that are made applicable to Covered Entity shall also be applicable to Business Associate. Business Associate shall comply with these security requirements which shall be incorporated into this Agreement.

(e) Unless Covered Entity agrees, in writing, that this HITECH Act requirement is not feasible with respect to particular PHI or EPHI, Business Associate shall secure all PHI and EPHI by utilizing a technology standard or methodology that renders PHI and EPHI unusable, unreadable, or indecipherable to unauthorized individuals and is consistent with guidance, as further amended in the future, issued by the Secretary of the Department of Health and Human Services (the "Secretary") specifying the technologies and methodologies that render PHI and EPHI unusable, unreadable, or indecipherable to unauthorized individuals.

(f) Except as otherwise allowed in this Agreement and the HIPAA Rules, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI or EPHI of an Individual unless the Individual has provided a valid, HIPAA-compliant authorization, including a specification of whether the PHI or EPHI can be further exchanged for remuneration by the receiving party.

(g) Except as otherwise provided in the HIPAA Rules, the Business Associate shall not directly or indirectly receive payment in exchange for making certain communications to Individuals about a product or service that encourages the recipient to purchase or use the product or service.

(h) The Business Associate will report to Covered Entity's Privacy and/or Security Official, within five (5) business days, any Use or Disclosure of PHI and EPHI not provided for by this Agreement. Business Associate shall conduct and document a risk assessment, in accordance with the HIPAA Rules, of such unauthorized Use or Disclosure and provide Covered Entity with a copy of such risk assessment upon Covered Entity's request. In the event Business Associate concludes the unauthorized Use or Disclosure constitutes a Breach of Unsecured Protected Health Information, Business Associate shall provide to Covered Entity the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, Used, acquired, or Disclosed during such Breach, as well as such other information required by the HIPAA Rules. A Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the individual committing the Breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.

(i) Covered Entity, in its sole and absolute discretion, may elect to delegate to Business Associate the requirement under the HIPAA Rules to notify affected Individuals of a Breach of Unsecured Protected Health Information if such Breach results from, or is related to, an act or omission of Business Associate or the agents or representatives of Business Associate. If Covered Entity elects to make such a delegation, Business

Associate shall perform such notifications and undertake all related remediation activities that are reasonably required (i) at Business Associate's sole cost and expense, and (ii) in compliance with all applicable requirements, including the HIPAA Rules. Business Associate shall also provide Covered Entity with the opportunity, in advance, to review and approve of the form and content of any such Breach notification that Business Associate provides to Individuals.

(j) The Business Associate will respond to a request for, changes in, or a revocation of, permission by an Individual to restrict the Business Associate's Use or Disclosure of PHI or EPHI, in a timely manner in accordance with the HIPAA Rules, and to make changes to Business Associate's procedures to the extent that such request, if approved, may affect Business Associate's Use or Disclosure of PHI or EPHI. Business Associate will monitor compliance with these requests for restrictions in accordance with the HIPAA Rules.

(k) The Business Associate will Use, Disclose, or request PHI or EPHI, only if it limits such PHI or EPHI, to the extent practicable, to a Limited Data Set, or, if needed by the entity, to the Minimum Necessary to accomplish the intended purposes of such Use, Disclosure, or request. In the case of the Disclosure of PHI or EPHI, the Business Associate, in conjunction with the Covered Entity, shall determine what constitutes the Minimum Necessary to accomplish the intended purposes of such Disclosure.

(l) The Business Associate recognizes that civil and criminal penalties for a violation of the HIPAA Rules, as such violation is detailed in this Agreement, shall apply to the Business Associate with respect to such violation in the same manner as such penalties apply to the Covered Entity.

(m) The Business Associate will comply with any periodic audit request initiated by the Secretary to ensure that Business Associate is complying with the HIPAA Rules.

(n) The Business Associate will not acquire any title or rights to the PHI or EPHI, including any de-identified information, as a result of this Agreement.

(o) The Business Associate will immediately report to the Covered Entity any Use or Disclosure of the PHI and EPHI that is not permitted under the terms of this Agreement, provided that the Business Associate becomes aware of such improper Use or Disclosure. The Business Associate will also immediately report to the Covered Entity any Security Incident of which it becomes aware.

5. **Access to Information**

(a) The Business Associate will make its internal books and records relating to the Use and Disclosure of PHI and EPHI available to the Covered Entity and to the Secretary, for the purpose of the Secretary determining whether the Covered Entity has complied with the HIPAA Rules, at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

(b) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity or, as directed by the Covered Entity, to an Individual, in order to meet the Covered Entity's obligations to provide access to the PHI and EPHI to the Individual. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity.

(c) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity, or as directed by the Covered Entity, so that the Covered Entity can amend the PHI and EPHI as required under the HIPAA Rules. Access will be provided at the request of the Covered Entity and at a time and in a manner designated by the Covered Entity. The Business Associate will also make any amendment to the PHI and EPHI that is requested by the Covered Entity as a result of the Individual having requested such an amendment.

(d) The Business Associate will provide access to PHI and EPHI in its possession to the Covered Entity or, as directed by the Covered Entity, in order for the Covered Entity to provide an accounting of Disclosures which it is required to do under the HIPAA Rules. Access will be provided at the request of the Covered Entity and at a time and manner designated by the Covered Entity.

6. **Mitigation**

The Business Associate will mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a Use or Disclosure of PHI and EPHI by the Business Associate in violation of the terms of this Agreement.

7. **Indemnification**

The Business Associate will indemnify, defend, and hold harmless Covered Entity and Covered Entity's employees, directors, officers, Subcontractors, agents, or members of its workforce (each of the foregoing referred to as an "Indemnified Party") during the term of this Agreement and subsequent to its termination, from and against all claims, damage, losses, liabilities, fines, penalties, costs or expenses including, but not limited to, expenses associated with State and/or Federal Breach notification requirements and reasonable attorneys' fees (collectively, "Losses") suffered by an Indemnified Party that arises from, or is connected with, any act or omission by Business Associate or Business Associate's employees, agents, Subcontractors or representatives that constitutes or that is otherwise asserted by any regulatory agency or third party to be (i) a breach of any

term or condition of this Agreement, (ii) negligence or misconduct, and/or (iii) a violation of the HIPAA Rules. The provisions of this paragraph shall survive the expiration or termination of this Agreement for any reason.

8. **Termination**

(a) The Contract may be terminated by the Covered Entity if the Covered Entity determines that the Business Associate has materially breached its obligation(s) under this Agreement. If termination is not a feasible remedy for the Covered Entity, the Covered Entity may report the breach by the Business Associate to the Secretary.

(b) Upon termination or expiration of this Agreement for any reason, Business Associate, with respect to PHI and EPHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

1) Retain only that PHI and EPHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI and EPHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities or, if such return or destruction is not feasible, extend the protections of this Agreement to the PHI and EPHI and limit further uses and disclosures to those purposes that make the return or the destruction of the PHI and EPHI not feasible;

3) Continue to use appropriate safeguards and comply with the HIPAA Rules with respect to PHI and EPHI to prevent Use or Disclosure of PHI and EPHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

4) Not Use or Disclose the PHI or EPHI retained by Business Associate other than for the purposes for which such PHI and EPHI was retained and subject to the same conditions set forth in this Agreement which applied prior to expiration or termination.

(c) Survival. The obligations of Business Associate under this Section shall survive the expiration or termination of this Agreement.

9. **Miscellaneous**

The following provisions shall apply to this Agreement:

(a) All capitalized and other terms used but not otherwise defined in this Agreement shall have the same meaning as those terms contained in the HIPAA Rules.

(b) The paragraph headings contained in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

(c) Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original for all purposes, and all of which together shall constitute but one and the same instrument.

(d) The parties will take such action as is necessary to amend or further amend, as the case may be, this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the HIPAA Rules, as further amended in the future. Any ambiguity or inconsistency in this Agreement shall be resolved to permit Covered Entity to comply with the requirements of the HIPAA Rules.

(e) In the event any term or condition of this Agreement should be breached by either party and thereafter waived by the other party, then such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

10. **Failure of Performance**

If either party to this Agreement fails in the due performance of any of its obligations under the terms of this Agreement, the other party will have the right, at its election, to sue for damages for such breach and to seek such legal and equitable remedies as may be available to it, including the right to recover all reasonable expenses, which shall include reasonable legal fees and court costs, incurred: (a) to sue for damages; (b) to seek such other legal and equitable remedies; and (c) to collect any damages and enforce any court order or settlement agreement including, but not limited to, additional application to the court for an order of contempt. Nothing contained herein shall be construed to restrict or impair the rights of either party to exercise this election. All rights and remedies herein provided or existing at law or in equity shall be cumulative of each other and may be enforceable concurrently therewith or from time to time.

11. **Notices**

Any notice or other communication which is required to be given under the terms of this Agreement shall be in writing and shall be delivered personally, or sent by registered mail, or by certified mail return receipt requested. Any notice which is mailed shall be deemed to have been given on the second business day after the day of mailing (not counting the day mailed), irrespective of the date of receipt. Notices may be signed and given by the attorney for the party sending the notice. A new address may be designated by notice.



**AGREEMENT**

**THIS AGREEMENT** made effective the DAY day of MONTH, YEAR by and between the **COUNTY OF STEUBEN**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Village of Bath, Steuben County, State of New York, through its Department, herein after called the “County”, and **Company Name**, a Company Type, with an address of \_\_\_\_\_, hereinafter called the “Agent.”

**WITNESSETH:**

WHEREAS, the County has sought to procure \_\_\_\_\_; and

WHEREAS, the County and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** \_\_\_\_\_.
2. **TERM.** The term shall be \_\_\_\_\_.
3. **CONSIDERATION.** Consideration shall not exceed \_\_\_\_\_.
4. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached Appendix “A” and shall provide the Steuben County Risk Manager with a certificate of insurance naming Steuben County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker’s Compensation coverage as directed by the Steuben County Risk Manager.
5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature or other Steuben County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Steuben, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **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 money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with Federal Circular A-128 or Circular A-133 relative to Single Audit of Federal Financial Assistance. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Steuben County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Steuben for the performance of the terms hereof and the County of Steuben beyond monies available thereof shall incur no liability on account for the purpose thereof.

**The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.**

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Steuben. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** County may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first above written.

**COUNTY OF STEUBEN**

**AGENT**

BY: \_\_\_\_\_ BY: \_\_\_\_\_

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
(Deputy) County Attorney

STATE OF NEW YORK  
COUNTY OF STEUBEN) ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, before me, the undersigned, personally appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the County of Steuben described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Steuben County Legislature.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK  
COUNTY OF STEUBEN) 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

# STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

**Prior to commencement of work, delivery of services, acquisition of merchandise or equipment** a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

**ITEMS:**

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

**Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.**

### MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	<b>PROFESSIONAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONSTRUCTION & MAINTENANCE	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS &amp; COMPLETED OPERATIONS, CONTRACTUAL, BROAD FORM PROPERTY</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
COUNTY PROPERTY USED BY OTHERS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS, PRODUCTS &amp; COMPLETED OPERATIONS, INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and or additional coverages. If there are questions please contact the Steuben County Risk Manager 607-664-2104.

## APPENDIX B

### INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM

Steuben County has developed a Corporate Compliance Plan (the “Plan”) that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Manager at (607) 664-2245, the Corporate Compliance Officer at (607) 664-2244, or our Corporate Compliance Hotline at (607) 664-2550.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Manager or the Corporate Compliance Officer for any questions or clarifications of your responsibilities.

As an Agent of the County of Steuben, I hereby acknowledge the following:

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the department.
- I understand and agree that I and all those in my organization who provide services to Steuben County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Steuben County of which I become aware.
- I acknowledge that Steuben County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.

- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Steuben County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.
- I will notify Steuben County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.
- I acknowledge that Steuben County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

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Agency Signature

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Print name

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Title

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Date



