

TOWN OF LYSANDER  
MONTHLY REPORT OF CODE ENFORCEMENT OFFICER  
BUILDING PERMITS ISSUES  
MONTH/YEAR OF April 2014

NUMBER OF PERMITS ISSUED: 18  
FOR FEES IN THE AMOUNT OF: \$ 4,611.00  
TOTAL CONSTRUCTION COST: \$ 1,781,053.00

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COMPARISON TO LAST YEAR, SAME MONTH:

NUMBER OF PERMITS ISSUED: 25  
FOR FEES IN THE AMOUNT OF: \$ 5,452.00  
TOTAL CONSTRUCTION COST: \$ 1,714,085.00

HOUSES TO DATE: LAST YEAR 8 THIS YEAR 13  
CONDO'S TO DATE: LAST YEAR - THIS YEAR -  
APTS. TO DATE: LAST YEAR     THIS YEAR    

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CURRENT ANNUAL TOTALS TO DATE:

NUMBER OF PERMITS ISSUED: 32  
TOTAL FEES COLLECTED: \$ 8,751.00  
TOTAL CONSTRUCTION COST: \$ 3,231,873.00

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## Town of Lysander

### Building Permits by Issued Date: 04/01/2014 - 04/30/2014

Permit#	Applicant Name	Issued	Final	Property Owner & Location	Tax Map#	Fee	Project Cost	Description
2014-016	Bella Casa Bldrs by Alberici	04/02/14		Bella Casa Bldrs by Alberici 7894 Sudley Way	073-1-03-13.0	498.00	156,730.00	Single Family Residence
2014-015	Ryan Homes	04/03/14		Ryan Homes 8260 Autumn Ridge Path	075-12-06	465.00	145,500.00	Single Family
2014-017	Highland Meadows, LLC	04/09/14		Highland Meadows, LLC 2142 Mercer Street	049-04-06.1B	573.00	181,500.00	Single Family
2014-018	Speight Steven K	04/08/14		Speight Steven K 7979 Collington Pointe Wa	073-1-02-26.0	30.00	24,124.00	Swimming Pool (In-ground)
2014-019	Rob Geiger	04/14/14		Rob Geiger 3511 Doyle Road	072-02-47.3	681.00	217,920.00	Single Family
2014-020	Katfess Melissa H	04/14/14		Katfess Melissa H 7831 Halsey Ln	059-03-34.0	30.00	16,000.00	In-ground Swimming Pool
2014-021	Bradshaw Gwendolyn D	04/16/14	05/22/14	Bradshaw Gwendolyn D 8853 Oswego Rd	030-03-01.1	36.00	2,400.00	Shed
2014-022	Lefebvre Sonya M	04/16/14		Lefebvre Sonya M 3243 Greenleaf Dr	081-1-02-29.0	33.00	1,920.00	Shed
2014-023	Rathbun Matthew S	04/16/14		Rathbun Matthew S 1815 Rabbit Ln	017-02-01.7	30.00	20,000.00	In-ground Swimming Pool
2014-024	Catalina James Michael	04/17/14		Catalina James Michael 3425 Bramble Run	072-1-03-39.0	30.00	20,000.00	In-ground Swimming Pool
2014-031	Zellar Homes	04/21/14		Zellar Homes 8848 River Grove Trail	081-2-01-27.0	690.00	105,930.00	Single Family
2014-025	Bednarczyk Mark W	04/24/14		Bednarczyk Mark W 8271 Ashington Dr	049-1-04-11.0	30.00	21,000.00	In-ground Swimming Pool
2014-027	Card Gregory	04/24/14		Card Gregory 8258 Ashington Dr	049-1-04-06.0	915.00	590,000.00	Single Family
2014-029	Nolan Robert S	04/25/14		Nolan Robert S 4055 Cortina Rd	060-1-07-02.0	93.00	21,187.00	Addition to living space and garage
2014-030	Heritage Homes	04/25/14		Heritage Homes 3481 Long Shadow Drive	072-1-03-36.1A	681.00	218,002.00	Single Family
2014-026	Nichols Jeffrey R	04/26/14		Nichols Jeffrey R 3381 Patchett Rd	072-01-04.0	39.00	3,840.00	Pole Barn
2014-033	Agrana Fruits US Inc	04/29/14		Agrana Fruits US Inc 8864 Sixty Rd	079-01-23.0	72.00	15,000.00	Monument Sign

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Permit#	Applicant Name	Issued	Final	Property Owner & Location	Tax Map#	Fee	Project Cost	Description	
2014-032	McManus Patrick M	04/30/14		McManus Patrick M 2491 County Ln	054.-01-29.0	60.00	20,000.00	In-ground Swimming Pool	
<b>Total Count:</b>		18							
						<b>Total:</b>	\$4,986.00	\$1,781,053.00	

TOWN OF LYSANDER  
MONTHLY REPORT OF CODE ENFORCEMENT OFFICER  
BUILDING PERMITS ISSUES

MONTH/YEAR OF MAY 2014

NUMBER OF PERMITS ISSUED: 14  
FOR FEES IN THE AMOUNT OF: \$ 26,364.00  
TOTAL CONSTRUCTION COST: \$ 15,647,882.00

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COMPARISON TO LAST YEAR, SAME MONTH:

NUMBER OF PERMITS ISSUED: 32  
FOR FEES IN THE AMOUNT OF: \$ 27,559.56  
TOTAL CONSTRUCTION COST: \$ 8,997,338.00  
HOUSES TO DATE: LAST YEAR 15 THIS YEAR 14  
CONDO'S TO DATE: LAST YEAR - THIS YEAR -  
APTS. TO DATE: LAST YEAR - THIS YEAR -

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CURRENT ANNUAL TOTALS TO DATE:

NUMBER OF PERMITS ISSUED: 46  
TOTAL FEES COLLECTED: \$ 35,115.00  
TOTAL CONSTRUCTION COST: \$ 18,679,755.00

# Town of Lysander

Building Permits by Issued Date: 05/01/2014 - 05/31/2014

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Permit#	Applicant Name	Issued	Final	Property Owner & Location	Tax Map#	Fee	Project Cost	Description
2014-034	Greater YMCA of Syracuse	05/06/14		Greater YMCA of Syracuse 8040 River Road	072.-01-08.1A	24027.00	15,000,000.00	YMCA Facility
2014-035	Hulett Carl G	05/06/14		Hulett Carl G 9288 Runnymede Rd	019.-03-05.0	54.00	8,640.00	Garage
2014-036	Berry Ronald C	05/06/14		Berry Ronald C 3171 Reston Dr	077.-05-20.0	30.00	21,000.00	Swimming Pool, In-ground
2014-037	Heritage Homes	05/06/14		Heritage Homes 370 Hourglass Lane	055.1.-01-13.1A	585.00	185,118.00	Single Family Residence
2014-038	Bella Casa Bldrs by Alberici	05/06/14		Bella Casa Bldrs by Alberici 3011 Chillingham Way	073.1-02-16.0	816.00	126,268.00	Single Family
2014-039	Ryan Homes	05/09/14		Ryan Homes 2138 Mercer Street	049.-04-06.1E	459.00	143,340.00	Single Family
2014-047	Lacey Charles H	05/20/14		Lacey Charles H 1283 Old Lamson Rd	016.-02-14.0	114.00	40,000.00	Addition
2014-040	Parquette Thomas H	05/22/14		Parquette Thomas H 4044 Cortina Rd	060.1-11-01.0	30.00	30,000.00	Swimming Pool
2014-041	Spaulding Donald E Jr.	05/22/14		Spaulding Donald E Jr. 8232 Longworth Ct	075.-04-36.0	30.00	22,000.00	Swimming Pool
2014-042	McIntyre Kenneth R	05/30/14		McIntyre Kenneth R 7580 Rania Rd	064.1-04-07.0	30.00	24,000.00	Swimming Pool
2014-043	Gilbert, Richard	05/30/14		Gilbert, Richard 7889 Sudley Way	073.1-08-07.1	30.00	22,000.00	Swimming Pool
2014-044	Constantino Joseph A	05/30/14		Constantino Joseph A 7331 Plainville Rd	036.-03-03.0	57.00	9,216.00	Pole Barn
2014-045	Farrar Stanley	05/30/14		Farrar Stanley 9051 Dinglehole Rd	025.-01-09.5	30.00	4,300.00	Swimming Pool
2014-046	Hahn Robert C	05/30/14		Hahn Robert C 809 Sprague Rd	043.-01-03.1	72.00	12,000.00	Solar Panels

**Total Count: 14** **Total: \$26,364.00** **\$15,647,882.00**

## TOWN CLERK REPORT

JUNE 9, 2014

The Town Clerk's Office has received a limited supply of mosquito control kits from the Onondaga County Soil and Water Conservation District.

This product is **only for use on residential property owns or leased by the resident.**

The product controls mosquito larvae and is **only for use in containerized water**, such as:

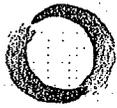
- Old tires
- Bird baths
- Defunct swimming pools
- Ornamental ponds
- Flower pots
- Rain barrels

Any questions, please call NYS DEC Pesticides Compliance in Albany (518) 402-8727









**EBS-RMSCO, Inc.**  
Employee Benefit Solutions

115 Continuum Drive | Liverpool, NY 13088  
315 448-9000 | 315 476-8440 fax  
www.ebsrmsco.com

Item B1  
(1-16)

April 23, 2014

David Rahrle  
Town of Lysander  
8220 Loop Road  
Baldwinsville, NY 13027

Re: Updated Business Associate Agreement - Omnibus Final Rule  
Amendment to Service Agreement – Affordable Care Act Legislation

Dear David:

The Office for Civil Rights of the U.S. Department of Health and Human Services issued the Final Omnibus Rule implementing a number of provisions of the Health Information Technology for Economic and Clinical Health (HITECH) Act. This rule acts to strengthen the privacy and security protections for health information established under HIPAA.

Enclosed please find our updated Business Associate Agreement for your review and signature. Please note that, upon execution, this agreement will replace any other business associate agreement or similar terms incorporated into one or more agreements between our organizations.

Also enclosed is an Amendment to Service Agreement(s) which provides new language describing EBS-RMSCO and Employer responsibilities relative to legislation under the Affordable Care Act regarding the transitional reinsurance program, Comparative Effectiveness Research (CER), the Patient-Centered Outcomes Research Institute, and similar initiatives. Legal names may not have been available for all plans. Please verify that all plans and/or services administered by EBS-RMSCO are listed in Exhibit A. Insert any missing plans by legibly printing the legal plan name on the Exhibit and returning to EBS-RMSCO with the executed Amendment.

Immediate execution and return of the Agreement and Amendment is appreciated and should be addressed to:

EBS-RMSCO, Inc.  
115 Continuum Drive  
Liverpool, NY 13088  
Attn: Client Contracts

Feel free to contact your Account Manager/Administrator or Client Service Representative should you have any questions. Again, we appreciate your prompt attention in executing and returning these documents.

Sincerely,

Gregory A. Cohen  
Chief Operations Officer

## Business Associate Agreement

This Business Associate Agreement ("BAA"), effective upon execution, is between Town of Lysander, with offices at 8220 Loop Road, Baldwinsville, NY 13027, ("Organization"), and EBS-RMSCO, Inc., with offices at 115 Continuum Drive, Liverpool, NY 13088 ("Business Associate").

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

This BAA supersedes any prior BAA or similar terms incorporated into one or more Agreements between the Organization and the Business Associate.

Organization and Business Associate execute this BAA to comply with the requirements of the implementing regulations of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as modified by the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), otherwise known as the "HIPAA Rules." Specifically, the HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164. The HIPAA Privacy Rule is the Standards for Privacy of Individually Identifiable Health Information at 45 CFR, Part 160 and Part 164, subparts A and E. The HIPAA Security Rule is the HIPAA Security Standards (45 C.F.R. Parts 160 and 164, Subpart C). The HIPAA Breach Notification Rule is the Notification in the Case of Breach of Unsecured Protected Health Information, as set forth at 45 CFR Part 164 Subpart D. Business Associate recognizes and agrees that it is obligated by law to meet the applicable provisions of the HIPAA Rules.

### 1. Privacy of Protected Health Information.

- a) **Permitted Uses and Disclosures.** Business Associate is permitted to use and disclose Protected Health Information that it creates or receives on Organization's behalf or receives from Organization (or another business associate of Organization) and to request Protected Health Information on Organization's behalf (collectively, "Organization's Protected Health Information") only as follows:
  - i) **Functions and Activities on Organization's Behalf.** To perform functions, activities, services, and operations on behalf of Organization, consistent with the HIPAA Rules, as specified in the Agreement.
  - ii) **Business Associate's Operations.** For Business Associate's proper management and administration or to carry out Business Associate's legal

*Business Associate Agreement*

responsibilities, provided that, with respect to disclosure of Organization's Protected Health Information, either:

- A) The disclosure is Required by Law; or
- B) The Business Associate obtains reasonable assurances from the person or entity to whom the Protected Health Information is disclosed that it will be held confidentially and used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person or entity; the person or entity will use appropriate safeguards to prevent unauthorized access to, use, or disclosure of the Protected Health Information, and the person or entity in possession of the Protected Health Information immediately notifies the Business Associate of any instance of which it is aware in which the confidentiality of the Protected Health Information has been breached; or
- C) The Protected Health Information is de-identified.

**b) Minimum Necessary.** Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a) above, make reasonable efforts to use, to disclose, and to request of the Organization only the minimum amount of Organization's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request. In addition, Business Associate also agrees to follow appropriate minimum necessary policies in the performance of its obligations under this BAA. This minimum necessary requirement does not apply to:

- i) Disclosure to or request by a health care provider for Treatment;
- ii) Use for or disclosure to an individual who is the subject of Organization's Protected Health Information, or that individual's personal representative;
- iii) Use or disclosure made pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Organization's Protected Health Information to be used or disclosed, or by that individual's personal representative;
- iv) Disclosure to DHHS in accordance with Section 5(a) of this BAA;
- v) Use or disclosure that is Required by Law; or
- vi) Any other use or disclosure that is excepted from the minimum necessary limitation as specified in 45 C.F.R. § 164.502(b)(2).

*Business Associate Agreement*

- c) **Prohibition on Unauthorized Use or Disclosure.** Business Associate will neither use nor disclose Organization's Protected Health Information, except as permitted or required by this BAA or in writing by Organization or as Required by Law. This BAA does not authorize Business Associate to use or disclose Organization's Protected Health Information in a manner that will violate the 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" ("Privacy Rule") if done by Organization, except as set forth in Section 1(a)(ii) of this BAA.
- d) **Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for PHI except where permitted by the Agreement and consistent with applicable law.
- e) **Marketing.** Business Associate shall not directly or indirectly receive payment for any use or disclosure of PHI for marketing purposes except where permitted by the Agreement and consistent with applicable law.
- f) **Information Safeguards.**
  - i) **Privacy of Organization's Protected Health Information.** Business Associate will implement appropriate administrative, technical, and physical safeguards to protect the privacy of Organization's Protected Health Information. The safeguards must reasonably protect Organization's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule, 45 C.F.R. Part 164, Subpart E and this BAA, and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this BAA.
  - ii) **Security of Organization's Electronic Protected Health Information.** Business Associate will implement administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Organization's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C. Business Associate shall implement policies and procedures and meet the Security Rule documentation requirements.
- g) **Subcontractors and Agents.** Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this BAA or in writing by Organization to disclose Organization's Protected Health Information, to provide reasonable assurances that such subcontractor or agent will comply with the same privacy and security safeguard obligations with respect to Organization's Protected Health Information that are applicable to Business Associate under this BAA.

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

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

**3. Individual Rights.**

- a) **Access.** Business Associate will, within twenty (20) calendar days following Organization's request, make available to Organization or, at Organization's direction, to an individual (or the individual's personal representative) for inspection and obtaining copies Organization's Protected Health Information in a designated record set about the individual that is in Business Associate's custody or control, consistent with the requirements of 45 C.F.R. § 164.524. .
- b) **Amendment.** Business Associate will, upon receipt of written notice from Organization, promptly amend or permit Organization access to amend any portion of Organization's Protected Health Information in a designated record set, so that Organization may meet its amendment obligations under 45 C.F.R. § 164.526.
- c) **Disclosure Accounting.** So that Organization may meet its disclosure accounting obligations under 45 C.F.R. § 164.528:
  - i) **Disclosures Subject to Accounting.** Business Associate will record the information specified in Section 3(c)(iii) below ("Disclosure Information") for each disclosure of Organization's Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Organization or to a third party.

ii) **Disclosures Not Subject to Accounting.** Business Associate will not be obligated to record Disclosure Information or otherwise account for the following disclosures of Organization's Protected Health Information:

- A) That occurred before April 14, 2003;
- B) For Treatment, Payment or Health Care Operations activities;
- C) To an individual who is the subject of Organization's Protected Health Information disclosed, or to that individual's personal representative;
- D) Pursuant to an authorization compliant with 45 C.F.R. § 164.508 that is signed by an individual who is the subject of Organization's Protected Health Information disclosed, or by that individual's personal representative;
- E) For notification of and to persons involved in the care or payment related to the health care of an individual who is the subject of Organization's Protected Health Information disclosed and for disaster relief;
- F) To law enforcement officials or correctional institutions in accordance with 45 C.F.R. § 164.512(k)(5);
- G) For national security or intelligence purposes in accordance with 45 C.F.R. § 164.512(k)(2);
- H) In a Limited Data Set;
- I) Incident to a use or disclosure that Business Associate is otherwise permitted to make by this BAA; and
- J) Otherwise excepted from disclosure accounting as specified in 45 C.F.R. § 164.528.

iii) **Disclosure Information.** With respect to any disclosure by Business Associate of Organization's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:

- A) **Disclosure Information Generally.** Except for repetitive disclosures of Organization's Protected Health Information as specified in Section 3(c)(iii)(B) below and for disclosures for large Research studies as specified in Section 3(c)(iii)(C) below, the Business Associate must record Disclosure Information as required by the HIPAA Privacy Rule for each

accountable disclosure, including but not limited to: (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of Organization's Protected Health Information disclosed, and (iv) a brief statement of the purpose of the disclosure.

**B) Disclosure Information for Repetitive Disclosures.** For repetitive disclosures of Organization's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Organization), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 3(c)(iii)(A) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(A) above for the first of the repetitive accountable disclosures, (ii) the frequency, periodicity, or number of the repetitive accountable disclosures, and (iii) the date of the last of the repetitive accountable disclosures.

**C) Disclosure Information for Large Research Activities.** For disclosures of Organization's Protected Health Information that Business Associate makes for particular Research involving 50 or more individuals and for which an Institutional Review Board or Privacy Board has waived authorization during the period covered by an individual's disclosure accounting request, the Disclosure Information that Business Associate must record is (i) the name of the Research protocol or activity, (ii) a plain language description of the Research protocol or activity, including its purpose and criteria for selecting particular records, (iii) a brief description of the type of Organization's Protected Health Information disclosed for the Research, (iv) the dates or periods during which Business Associate made or may have made these disclosures, including the date of the last disclosure that Business Associate made during the period covered by an individual's disclosure accounting request, (v) the name, address, and telephone number of the Research sponsor and of the researcher to whom Business Associate made these disclosures, and (vi) a statement that Organization's Protected Health Information relating to an individual requesting the disclosure accounting may or may not have been disclosed for a particular Research protocol or activity.

**iv) Availability of Disclosure Information.** Unless otherwise provided by applicable law, Business Associate will maintain the Disclosure Information for at least six (6) years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to Organization within thirty (30) days following Organization's request for such

Disclosure Information to comply with an individual's request for disclosure accounting.

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

4. **Privacy Obligation Breach and Security Incidents.**

a) **Reporting.**

- i) **Privacy Breach.** Business Associate will promptly advise the Organization of any use or disclosure of Organization's Protected Health Information not permitted by this BAA or in writing by Organization. Business Associate will provide initial notification to the Organization, following discovery and without unreasonable delay, but in no event later than three (3) business days following discovery, any "Breach" of "Unsecured Protected Health Information" as these terms are defined by the Breach Notification Regulation. This obligation to notify shall include any unauthorized acquisition, access, use, or disclosure, even where Business Associate has determined that such unauthorized acquisition, access, use, or disclosure does not compromise the security or privacy of such information, unless such acquisition, access, use or disclosure is excluded from the definition of breach in 45 C.F.R. 164.402(2). Business Associate shall cooperate with Organization in investigating the Breach and in meeting the Organization's obligations under the Breach Notification Regulation and any other security breach notification laws.
- ii) In addition, following the initial notification referenced above, the Business Associate shall report any actual or reasonably suspected Breach to the Organization. Such report shall include the identification (if known) of each individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach. Business Associate will make the report to Organization's Privacy Officer not more than ten (10) business days after Business Associate learns of such non-permitted use or disclosure, or promptly thereafter as information becomes available. Business Associate's report will at least:

*Business Associate Agreement*

- A) Provide a brief description of what happened, including the date of the breach and the date of discovery of the breach, if known;
  - B) Provide a description of the types of Unsecured Protected Health Information that were involved in the breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - C) Identify any steps individuals should take to protect themselves from potential harm resulting from the breach; and
  - D) Include a brief description of what the Business Owner is doing to investigate the breach, to mitigate harm to individuals, and to protect against any further breaches.
- iii) **Security Incidents.** Business Associate will report to Organization any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Organization's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware. If any such security incident resulted in a disclosure of Organization's Protected Health Information not permitted by this BAA, Business Associate must provide the notice and report as required by Section 4(a)(i) and (ii) above.

Notwithstanding the foregoing, the parties hereby agree that this BAA is sufficient notification of the occurrence of multiple, unsuccessful security incidents including but not limited to attempted penetration of Business Associate's firewalls by computer viruses, attempted computer system hacks and other unsuccessful attacks on Business Associate's security and data infrastructure. Business Associate shall provide specific details on any such unsuccessful security incident upon Organization's specific request.

b) **Termination of Agreement.**

- i) **Right to Terminate for Breach.** Either Party may terminate this BAA if it determines that the Other Party has breached a material provision of this BAA and, upon written notice to the Breaching Party of the breach, the Breaching Party fails to cure the breach within a reasonable period of time not to exceed thirty (30) days without the express, written consent of the Non-Breaching Party. The Non-Breaching Party may exercise this right to terminate this BAA by providing the Breaching Party with written notice of termination, stating the failure to cure the breach of the BAA that provides the basis for the termination. Any such termination will be effective immediately or at such

other date specified in the notice of termination. If for any reason the Non-Breaching Party determines that the Breaching Party has breached the terms of this BAA and such breach has not been cured, but the Non-Breaching Party determines that termination of the Agreement is not feasible, Organization may report such breach to the U.S. Department of Health and Human Services.

**ii) Obligations on Termination.**

Upon termination of this BAA for any reason, Business Associate shall return, or at Organization's request, destroy all Protected Health Information that Business Associate still maintains in any form, and shall retain no copies of such Protected Health Information, except that Business Associate may maintain one copy for archival purposes to verify that it provided the services under the contract. If return or destruction is not feasible, Business Associate shall retain the Protected Health Information, subject to all of the protections of this BAA, and shall make no further use of such Protected Health Information.

- c) **Indemnity.** Either Party ("Indemnifying Party") shall indemnify, hold harmless and defend Other Party and its employees, officers and directors (each an "Indemnified Party") for any third party claim against agents allegedly resulting from any unauthorized use or disclosure of Protected Health Information by the Indemnifying Party's acts or omissions in violation of applicable law or this BAA (each a "PHI Breach Claim"). The selection of counsel, the conduct of the defense of any lawsuit and any settlement shall be within the sole control of the Indemnifying Party. The Indemnifying Party shall, at its sole cost and expense: (i) defend the Indemnified Parties from and against such PHI Breach Claim, and (ii) indemnify and hold the Indemnified Parties harmless from any damages or expenses (including reasonable attorney's fees) actually and finally awarded against an Indemnified Party for a PHI Breach Claim, or any settlement of a PHI Breach Claim made in lieu of further litigation.

**5. Organization's Obligations.**

- a) Organization shall notify Business Associate of Organization's Notice of Privacy Practices, including any limitation(s) in accordance with 45 CFR 164.520, to the extent the Notice of Privacy Practices and/or such limitation(s) may affect Business Associate's use or disclosure of Protected Health Information.
- b) Organization shall notify Business Associate of any changes in, or revocation of, the permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

*Business Associate Agreement*

- c) Organization shall notify Business Associate of any amendment or restriction to use or disclosure of Protected Health Information that Organization 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 the Protected Health Information.
- d) Organization shall ensure that any Secured Protected Health Information, as defined under the HITECH Act and guidance promulgated thereunder, transmitted by Organization to Business Associate shall be secured by a technology standard that is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary specifying the technologies and methodologies that render Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals.
- e) Organization shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule, the Security Rule, or the HIPAA Final Rule, except as permitted pursuant to the provisions of Section 1 of this BAA.

**6. General Provisions.**

- a) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Organization's Protected Health Information available to DHHS to determine Organization's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E, and the Security Rule.
- b) **Definitions.** The terms "Covered Entity," "Electronic Protected Health Information," "Protected Health Information," "Standard," "Trading Partner Agreement," and "Transaction" have the meanings set out in 45 C.F.R. § 160.103. The term "Standard Transaction" has the meaning set out in 45 C.F.R. § 162.103. The term "Required by Law" has the meaning set out in 45 C.F.R. § 164.103. The terms "Health Care Operations," "Payment," "Research," and "Treatment" have the meanings set out in 45 C.F.R. § 164.501. The term "Limited Data Set" has the meaning set out in 45 C.F.R. § 164.514(e). The term "use" means, with respect to Protected Health Information, utilization, employment, examination, analysis or application within Business Associate. The terms "disclose" and "disclosure" mean, with respect to Protected Health Information, release, transfer, providing access to or divulging to a person or entity not within Business Associate. For purposes of this BAA, Organization's Protected Health Information encompasses Organization's Electronic Protected Health Information. Any other capitalized terms not identified here shall have the meaning as set forth in the HIPAA Rules.

*Business Associate Agreement*

c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Organization's Protected Health Information or Standard Transactions, the Agreement and this BAA will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation.

Any other amendment or waiver of this BAA shall require a separate writing executed by the parties that expressly modifies or waives a specific provision(s) of this BAA.

7. **Conflicts.** The terms and conditions of this BAA will override and control any conflicting term or condition of Agreement. All non-conflicting terms and conditions of Agreement remain in full force and effect.
8. **No Third Party Beneficiaries.** Organization and Business Associate agree that there are no intended third party beneficiaries under, or other parties to, this BAA.
9. **Governing Law; Jurisdiction; Venue.** This BAA will be governed by and construed in accordance with the laws of the State of New York. Any action brought under this BAA will be brought in a court of competent jurisdiction venued in the County of Onondaga, State of New York.

*Business Associate Agreement*

**WITNESS WHEREOF**, Organization and Business Associate execute this BAA in multiple originals to be effective on the last date written below.

**EBS-RMSCO, Inc.**

By: Gregory A. Cohen

Name: Gregory A. Cohen

Title: Chief Operations Officer / Assistant Secretary

Date: April 23, 2014

**Town of Lysander**

By: Officer Signature

Name: Print Officer Name

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EBS-RMSCO, Inc.**  
**Amendment to Service Agreement(s)**

This amendment ("Amendment") is effective as of January 1, 2014 and is by and among (1) Town of Lysander ("Employer"), (2) EBS-RMSCO, Inc. ("EBS-RMSCO") with its corporate office at 115 Continuum Drive, Liverpool, NY 13088, and, where applicable, (3) Employer plans identified in Exhibit A ("Plan(s)"), and shall serve as an amendment to any of the following services agreement(s) (individually and collectively referred to as the "Agreement(s)") currently in place with EBS-RMSCO, including any predecessors-in-interest, to the service provider identified in the agreement(s) referenced below:

Administrative Services Agreement – Medical/Dental/Rx ("ASA")

Flexible Spending Account Service Agreement ("FSA")

Health Reimbursement Account Service Agreement ("HRA")

Health Savings Account Service Agreement ("HSA")

COBRA Administration Services Agreement

Premium Billing Services Agreement

Retiree Billing Services Agreement

Now, therefore, for and in consideration of the mutual covenants set forth in the Agreements and this Amendment, the parties agree that the Agreements are amended as follows:

1. Employer shall be responsible for, and shall promptly pay or reimburse EBS-RMSCO for, all taxes and fees arising out of or related to the Agreements, except taxes on EBS-RMSCO's net income. Taxes and fees payable by the Employer include, without limitation, taxes and fees applicable to the transitional reinsurance program under the Affordable Care Act, or similar initiatives. Unless prohibited by applicable law, EBS-RMSCO reserves the right to fund these tax payments or fees by adjusting its Administrative Fees to pay such taxes or fees upon written notice to Employer.
2. EBS-RMSCO shall provide Employer with reports necessary for Employer to calculate and be responsible to pay all taxes and fees applicable to Comparative Effectiveness Research (CER), the Patient-Centered Outcomes Research Institute, or similar initiatives, as of the effective date of such mandates.
3. Except as specifically amended by this Amendment, the Agreements shall remain in full force and effect. In the event of any conflict or inconsistency between the terms of the Agreements and this Amendment, the terms of this Amendment shall control and prevail.

The parties hereby assent to this Amendment as of the date set forth above.

**Town of Lysander**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Town of Lysander plan**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EBS-RMSCO, Inc.**

By: Gregory A. Cohen

Print Name: Gregory A. Cohen

Title: Chief Operations Officer / Assistant Secretary

Date: April 23, 2014

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**Amendment to Service Agreement**

**Exhibit A**

**Page 1**

**Town of Lysander**

**FSA/HRA Administration**

Town of Lysander Health Reimbursement Account

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<Insert Legal Flexible Spending Account/Health Reimbursement Account Plan Name>

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<Insert Legal Flexible Spending Account/Health Reimbursement Account Plan Name>

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<Insert Legal Flexible Spending Account/Health Reimbursement Account Plan Name>

*Local Law No. 1 of the year 2014.*

*A local law amending Chapter A148, entitled "Street Specifications," and Chapter 117, entitled "Subdivision of Land," of the Town Code of the Town of Lysander.*

*Be it enacted by the Town Board of the Town of Lysander as follows:*

**Section 1.** Section A148-2, entitled "Plans to be submitted for approval," of Chapter A148 of the Town Code of the Town of Lysander is hereby amended by deleting the last sentence of subsection (A) and replacing it with the following sentence:

No construction shall commence until plans have been approved and the developer has entered into agreement with the Town to construct the work included in the construction plans. Said agreement will be filed in the County Clerk's Office.

**Section 2.** Section A148-5, entitled "Inspection of Work," of Chapter A148 of the Town Code of the Town of Lysander is hereby amended by adding a new subsection (F) as follows:

F. The contractor shall have a NYSDOT approved independent testing laboratory provide Nuclear Density Gauge testing using the 70 series compaction method, in accordance with NYSDOT Materials Procedure 96-01 during placement of all asphalt concrete.

**Section 3.** Section A148-14, entitled "Underdrains," of Chapter A148 of the Town Code of the Town of Lysander is hereby deleted in its entirety and replaced with the following new section A148-14 with the same title:

§ A148-14 Underdrains.

Six-inch perforated HDPE pipe underdrains shall be installed as shown in the Town standard roadway sections or as indicated on the approved plans, using pipe and granular filter material furnished or installed in accordance with Section 605 of the New York State Department of Transportation Standard Specifications.

**Section 4.** Section 117-8, entitled "Major Subdivision Procedure," of Chapter 117 of the Town Code of the Town of Lysander is hereby amended by deleting the current subsection and subdivision (M)(1) of Section 117-8 and replacing it in its entirety with the following new subsection and subdivision (M)(1):

M. Performance bond.

(1) Any performance bond furnished in lieu of the installation of the required improvements shall be in the amount fixed by resolution of the

Town Board, shall be secured by such cash deposit of the developer or issued by such bonding or surety company as shall be approved by the Town Board and shall be approved by the Town Board as to form, sufficiency and manner of execution. The bond shall assure the complete installation of the required improvements within such period, not longer than one year for the placement of the asphalt top course or three years for all other improvements, as shall be fixed by the Town Board. The Town Board, with the consent of all parties to the bond, may extend such period upon written application of the developer filed with the Town Clerk prior to the expiration of such period or upon its own motion at any time prior to a declaration of a default in the bond by the Town Board.

**Section 5.** This Local Law is effective upon filing with the Secretary of State