

Sponsorship Agreement

This Sponsorship Agreement (the "Agreement") is made this **2nd day of September 2014 (the "Effective Date")** between **County of Erie** with a principal place of business at Erie County Senior Services, 95 Franklin Street, Room 1348, Buffalo, New York 14202 ("County") and **BlueCross BlueShield of Western New York¹**, with a principal place of business at 257 West Genesee Street, Buffalo, NY 14202 ("Sponsor").

WHEREAS, the County offers free community lifelong learning classes to senior adults (age 55 and older) through a program called the University Express (the "Program"); and

WHEREAS, the County is seeking a sponsor for the Program that would assist with the creation and redesign of the course catalog associated with the Program; and

WHEREAS, the Sponsor is willing to act as a sponsor for the Program and assist with the course catalog, subject to the terms and conditions of this Agreement.

NOW THEREFORE, in consideration of the mutual promises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Sponsor hereby agree as follows:

Benefits of Sponsorship:

The Sponsor will receive the following benefits in exchange for serving as a sponsor for the Program:

1. Exclusivity:

County may obtain any other sponsor in support of the Program course catalog, however, Sponsor will be the exclusive health plan/health insurer sponsor.

2. Catalog distribution:

In addition to mailings requested by County, as set forth below, Sponsor may mail the Program course catalog to Sponsor's health plan members at Sponsor's discretion.

3. Parties logos and trade name:

County grants Sponsor permission to insert Sponsor's logo, trade name and contact information on the Program course catalog as a sponsor of the Program. County hereby grants Sponsor a limited, non-exclusive, non-transferable, right and license to use County's name and the Program name and accompanying logos and service marks solely to promote the Program.

¹ BlueCross BlueShield of Western New York is an assumed name of HealthNow New York Inc., an independent licensee of the Blue Cross and Blue Shield Association.

4. Classes:

At its discretion, Sponsor will be allowed to offer and present educational/informational classes through the Program.

5. Opt-in Mail Lists:

Attendees at Program classes will be allowed to opt-in to receiving mailings directly from Sponsor regarding Sponsor's products and/or services.

Sponsorship Consideration:

In exchange for receiving the Sponsor benefits outlined above, Sponsor agrees to design/redesign, print and mail the Program course catalog for County to a designated list of individuals provided by the County. Sponsor shall bear the printing and mailing expense for the County provided list of individuals up to two (2) times per calendar year. Sponsor will submit the Program course catalog to the County for approval prior to Sponsor mailing the catalog. In no event shall the maximum printing and mailing expenses exceed the sum of \$10,000. In the event that Sponsor identifies other individuals or entities willing to contribute financially to the Program course catalog, Sponsor shall submit a cost sharing proposal to the County for its approval. From time to time, the County may suggest to the Sponsor, the inclusion of other individuals or entities interested in participating within the Program course catalog. In the event that funds are received by the Sponsor from other individuals or entities which seek to participate within the Program course catalog, such funds shall be accounted for and contributed to the program. The County reserves the right to approve, and may reject, any placement of advertisement in the Program course catalog at its sole discretion.

Effective Date and Option to Renew:

This Agreement will become effective on the Effective Date and will continue until December 31, 2015, unless terminated by either party pursuant to its terms.

Termination Without Cause:

Either party may terminate this Agreement upon thirty (30) days' prior written notice for any reason or no reason without further obligation.

Termination for Cause:

Either party will have the right to terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of

creditors, if such petition or proceeding is not dismissed within thirty (30) days of filing; or (iv) the other party ceases to do business, or otherwise terminates its business operations.

Independent Contractor Status:

Each party is and, at all times, shall be considered an independent contractor of the other. Nothing contained in this Agreement shall be construed to create an agency, joint venture or partnership between the parties.

Assignment:

Neither Party may assign this Agreement without the prior written consent of the other party.

Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Each party hereto agrees to submit to the jurisdiction of the Federal District Court for the Western District of New York and New York State courts located in Erie County, New York with respect to any claim or cause of action arising under or relating to this Agreement, and waives any objection to the venue or inconvenience of said courts.

Use of Intellectual Property:

The parties reserve the right to the control and use of their respective names and all symbols, trademarks, or service marks presently existing or later established. Except as contemplated by this Agreement, neither party shall use the other party's name, symbols, trademarks, or servicemarks or such marks as such party controls without the prior written consent of such other party.

Confidential and Proprietary Information and Non-Disclosure:

Each party acknowledges and understands that pursuant to this Agreement each party will receive, become aware of and/or have access to (whether by written or oral communication, by observation or otherwise) confidential information concerning the other party, including, but not limited to, business information, technical information, methods, systems, practices, plans and other confidential or commercially valuable proprietary information ("Confidential Information"). Each party acknowledges that such Confidential Information is the property of the disclosing party and is secret, confidential, and valuable to the disclosing party. Except as required to be used in the course of performing under this Agreement, each party agrees to hold in confidence any Confidential Information of the other party, not to disclose it to others until such Confidential Information becomes generally known to the public.

Notices:

Any notice permitted or required to be given by the terms of this Agreement shall be in writing and shall be deemed to be sufficiently given only if: (i) delivered personally; or (ii) delivered by nationally recognized overnight carrier; or (iii) mailed by certified mail, return receipt requested, to the following:

If to County:

County of Erie Department of Senior Services
95 Franklin Street, Room 1348
Buffalo, New York 14202
ATTN Patricia Dowling

If to Sponsor:

BlueCross BlueShield of Western New York
257 West Genesee Street
Buffalo, New York 14202-2657
Attn: General Counsel

with copy to:

BlueCross BlueShield of Western New York
257 West Genesee Street
Buffalo, New York 14202-2657
Attention: Mary Beth Villalobos

Either party may, by written notice given in conformity with this Section, designate a different address or addresses to which such notices shall be sent. Notice is given: (i) if delivered personally, upon delivery thereof; or (ii) if delivered by nationally recognized overnight carrier, the day after the notice is deposited with the carrier; or (iii) if mailed by certified mail, return receipt requested, upon the third day after the notice is mailed.

Severability:

It is the desire and intent of both parties hereto that the provisions of this Agreement shall be enforced to the fullest extent permissible under the laws, regulations, and public policies applied in each jurisdiction in which enforcement may be sought. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Waiver and Enforceability:

Failure of either party to insist upon compliance with any provision of the Agreement at any given time or under any given set of circumstances shall not operate to waive or modify such provision or in any manner render it unenforceable, as to any other time or as to any other occurrence, whether the circumstances are, or are not the same. No waiver of any of the terms or conditions of the Agreement shall be valid or of any force or effect unless contained in a writing agreement specifically expressing such waiver and signed by a person duly authorized to sign such waiver.

Section Headings:

The section headings contained in this Agreement are included for reference only and shall not affect the construction or interpretation of any term in this Agreement.

Entire Agreement:

This Agreement constitutes the entire Agreement between the parties and supersedes any prior oral or written representations with regard to the subject matter hereof. This Agreement may not be modified except by a writing signed by both parties.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date.

County of Erie

BlueCross BlueShield of Western New York

By: _____

By: J. P. Keane

Name: Mark Poloncarz / Richard Tobe
Title: County Executive / Deputy County Executive

Name: Lov. P. Keane
Title: Director Marketing

Date: _____

Date: 5/1/15

Approved as to content:

By: (Electronically signed) Date: _____

Randall Hoak

Commissioner Dept. of Senior Services

Approved as to form:

By: (Electronically signed) Date: _____

Martin Polowy

Assistant County Attorney

Town of Amherst by and through the Amherst Center for Senior Services

- VII. To provide home care services up to the aggregate amount appropriated for such services for the period January 1, 2015 through March 31, 2016:

Aftercare Nursing Services, Inc.
All Metro Home Care Services of New York d/b/a All Metro Health Care
Allcare Family Services, Inc.
Caring Enterprises, Inc. d/b/a Health Force
Homemakers of Western New York, Inc., d/b/a Caregivers
H.C. Watson Corp. d/b/a Interim Healthcare
People Home Health Care Services Licensed, Inc.
Willcare, Inc.

- VIII. To provide wheelchair and other rides for the frail elderly as part of the Senior Services Going Places Transportation Program, in an aggregate amount not to exceed the amount appropriated for this service for the period January 1, 2015 through March 31, 2016.

The Center for Transportation Excellence, L.L.C.
Western New York Independent Living, Inc.

58. RESOVED, that the County Executive is hereby authorized to renew the annual maintenance and support contract with Peerplace Networks LLC, to modify, support, and upgrade the 100% Native Web-Based Client Management System.

59. RESOLVED, that the County Executive be, and hereby is, authorized to accept donations, sponsorships and advertising revenues to defray the costs of Senior Services programs, and that said funds be accepted in the applicable authorized grant program for Senior Services.

60. RESOLVED, that the County Executive is hereby authorized to accept revenue from the New York State Energy Research and Development Authority (NYSERDA) for the completion of the EmPower New York Energy Services Applications through March 31, 2016 and hereby is authorized to share a portion of the additional NYSERDA revenue with the following organizations in the aggregate amount appropriated for this:

Community Concern of WNY, Inc.
The Concerned Ecumenical Ministry to the Upper West Side of Buffalo, New York, Inc.
Lt. Col. Matt Urban Human Services Center of WNY, Inc., an assumed name of Polish Community Center of Buffalo, Inc.
People Inc.
Schiller Park Community Services, Inc.
South Buffalo Community Association
Town of Amherst by and through the Amherst Center for Senior Services

61. RESOLVED, that the County Executive is authorized to continue the sponsorship program concerning the Going Places vehicles, using the established sponsorship fees as follows:

- Initial signage \$3,800 annually, per van, \$4,200 per bus;

Town of Amherst by and through the Amherst Center for Senior Services

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