

SPECIFICATIONS

and

BID FORM

for the

PROVISION OF

**(NH BID #3) Food Services for The Pines Healthcare &
Rehabilitation Centers – OLEAN Campus
AND
Consultant Registered Dietitian – MACHIAS Campus**

CATTARAUGUS COUNTY DEPARTMENT OF NURSING HOMES
(THE PINES HEALTHCARE & REHABILITATION CENTERS)

Please Note: It is **mandatory** for bidders to attend the tour of the dietary department
and
pre-bid conference at the Olean Campus, 2245 West State Street, Olean, NY 14760 at
10:30 AM on Thursday, August 11, 2016.

Human Services Committee
Cattaraugus County Legislature
303 Court Street
Little Valley, New York 14755

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BID ADVERTISEMENT

Sealed bids for **FOOD SERVICES** for The Pines Healthcare & Rehabilitation Centers-OLEAN Campus, according to specifications, will be received by the undersigned until **Thursday, August 18, 2016, at 1:45 PM**, after which time they will be publicly opened at **2:00 PM** by the undersigned, under the direction of the Human Services Committee of the Cattaraugus County Legislature at the Cattaraugus County DPW, 8810 Route 242, Little Valley, New York 14755 Attn: Dawn Smith.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED WITH THE FOLLOWING:

NH BID (#3) – Food Services for The Pines Healthcare & Rehabilitation Centers – Olean Campus AND Consultant Registered Dietitian – Machias Campus

Any bid not clearly marked will not be considered.

Bidding sheets and instructions may be obtained on or after Thursday, August 4, 2016, at The Pines Healthcare & Rehabilitation Center – Olean Campus, 2245 West State Street, Olean, NY 14760; telephone Margie Gibbons at 373-1910, extension 4514 or email at magibbons@cattco.org. A **mandatory** meeting will be held at this address on Thursday, August 11, 2016, at 10:30 AM in the conference room to answer any questions bidders might have.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATION. Any bid submitted without such certification will not be accepted.

Any bid not meeting all specifications will not be considered.

All bids must be sent or delivered to: Cattaraugus County DPW, 8810 Route 242, Little Valley, New York 14755 Attn: Dawn Smith by Thursday, August 18, 2016, by 1:45 PM.

The Cattaraugus County Legislature reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John R. Searles
County Administrator
County Center – 303 Court Street
Little Valley, New York 14755

INSTRUCTIONS TO BIDDERS

1. BID DEPOSIT:

A Bid Bond or Certified Check for Five Hundred dollars (\$500) must be submitted with the bid. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County. Should the successful bidder to whom the bid is awarded fail to execute the agreement submitted by the county in accordance with the formal bid and other contract documents and to furnish the required performance bond within fourteen (14) calendar days after the notice of award, the certified check or the bid bond amount shall be forfeited to the County as liquidated damages caused by such failure.

2. PERFORMANCE BOND.

The successful bidder or bidders shall, within two weeks after notice of the award, enter into a contract with Cattaraugus County and furnish a performance bond running to the County of Cattaraugus in the amount of Fifty Thousand dollars (\$50,000), which will be retained until completion of the contract. The Performance Bond must be in a format acceptable to the Cattaraugus County Attorney.

3. BID FORM.

Bid shall be submitted on these Cattaraugus County bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

4. CHANGES.

Any change in wording or interlineation by a bidder of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. INFORMALITIES.

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof & may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

6. BID TIME.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

7. INVESTIGATIONS.

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. BID ENVELOPE.

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

9. NON-COLLUSIVE CERTIFICATION.

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

10. CONTRACT AWARD.

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

11. EXECUTORY CLAUSE.

This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid: It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

12. DELIVERY SCHEDULE.

Delivery time is of the essence of the contract to be awarded pursuant to this bid. Failure to meet delivery schedule as per accepted bid may result in legal action by Cattaraugus County to recover damages.

13. PRICES.

Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in the specifications. "Tailgate Delivery" will not be accepted unless specified by the County.

14. TRANSPORTATION CHARGES.

Collect transportation charges will not be paid by the County. All freight, cartage, rigging, postage or other transportation charges shall be prepaid.

15. TAXES.

No taxes are to be billed to the County. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

16. COMPLIANCE WITH LAWS.

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

HAZARD COMMUNICATION In complying with the above laws, rules and regulations, and pursuant to 12 NYCRR part 820 and Section 876 of the Labor Law, it is the responsibility of the County to provide the successful bidder with the following information:

- (a) The material safety data sheets (MSDS) for any hazardous chemicals to which employees may be exposed will be made available.
- (b) The telephone numbers of plant personnel who are to be contacted in the event of a chemical spill or accident and
- (c) Emergency procedures in the event of a fire or spill.

MATERIAL SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the MSDSs to the County prior to introducing hazardous materials onto the site, insuring compliance before work is started and disseminating any information to the County employees concerning significant chemical hazards that the successful bidder is bringing to the county's workplace. The MSDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These MSDSs will be maintained by the County as long as those materials are present. It is the responsibility of the successful bidder to train its own employees.

17. CONTRACT ASSIGNMENTS.

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

18. CASH DISCOUNT.

ANY CASH DISCOUNT which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. If this is unsatisfactory, please quote net. The County will not pay any interest charges.

19. ALTERNATE ITEMS.

If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Cattaraugus County of the item offered.
- (d) List of other installations.

20. ADDITIONAL INFORMATION.

Any additional information which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP.

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion, may be rejected and shall be made good by the contractor at his own expense.

22. HOLD HARMLESS.

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

23. BID VALIDITY.

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Clerk of the County Legislature. Upon withdrawal of the bid pursuant to this paragraph, the County will forthwith return the bidder's security deposit.

24. CONTRACT INTEREST.

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

25. OTHER CUSTOMERS.

Prices charged to Cattaraugus County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the County.

26. PRICE IS FIRM.

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

27. BIDDER AFFIRMATION.

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations, or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder with its bid submittal.**

29. STATE CONTRACTS:

The County reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the County to do so.

30. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

31. MUNICIPAL EXTENSION:

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

**FOOD SERVICE BID DETAILED SPECIFICATIONS
THE PINES HEALTHCARE AND REHABILITATION CENTERS
OLEAN CAMPUS AND REGISTERED DIETITIAN MACHIAS CAMPUS**

Cattaraugus County will receive bids for the following:

Operation of the complete dietary department of The Pines Healthcare & Rehabilitation Centers – OLEAN Campus, 2245 West State Street, Olean, NY 14760 (120 beds) (hereinafter referred to as Facility), including provision of a Registered Dietitian to the MACHIAS Campus located at 9822 Route 16, P. O. Box 310, Machias, NY 14101 (115 beds), one (1) day a week, not to exceed a combined total of nine (9) hours per week.

A. PURPOSE

The intent of Cattaraugus County in requesting bids is to determine the most responsible Contractor to provide dietary services to its residents, employees and guests of the Cattaraugus County Skilled Nursing Facility – Olean Campus and Registered Dietitian services to the Machias Campus. Cattaraugus County is providing specifications to ensure uniformity of responses.

B. DATES FOR SITE VISIT & BID DUE DATE

- **Mandatory attendance is required for a tour of the dietary department of the Olean Campus being held at 10:30 AM on Thursday, August 11, 2016, immediately followed by a pre-bid conference.**
- **The original and five (5) copies of the bids are due on Thursday, August 18, 2016, by 1:45 PM at Cattaraugus County DPW, 8810 Route 242, Little Valley, NY 14755 Attn: Dawn Smith to be opened the same day at 2:00 P.M.**

Each Contractor submitting a proposal must completely satisfy themselves as to the exact nature and existing conditions of the dietary department in which services will be performed. Failure to do so will not relieve the successful Contractor of its obligation to carry out any provision of the contract.

C. QUESTIONS

All questions about the meaning or intent of the specifications must be submitted to Timothy Hellwig, Director, Department of Nursing Homes, via e-mail thellwig@cattco.org. Bidders must identify who in their organization should receive the answers to the questions. Replies will be issued by addenda emailed or mailed to all parties recorded as having received the bid documents. Questions received less than four (4) business days prior to the date of submission of bids will not be answered. Only questions answered by formal written addenda will be binding.

The Contractor understands and agrees that no pleas of ignorance relating to any data, condition, policies or requirements of the Facility, or County, that may exist or that may reasonably be encountered, pursuant to a contract, will be accepted as a reason for failure or omission on the part of the Contractor to fulfill in every respect all contract requirements. Nor will the same be accepted, under any circumstances, as a basis for any type of claims whatsoever for extra charges, start-up costs, or for the rendering of proper service.

The bidder in these specifications will be referred to as the Contractor and the contract will be between the Contractor and the County of Cattaraugus. A valid contract will exist when, upon award to the successful bidder, a contract has been executed by the Contractor and the County of Cattaraugus.

D. CONTRACT TERM

The contract for the food services outlined herein will be from September 1, 2016, to August 31, 2018, a two-year period. The contract will then be subject to renewal, at the County's sole option, for two additional one-year terms, the last of which will end August 31, 2020. The County has the option to cancel with 120-day notice to Contractor.

The Contractor will be allowed 3% annual increases in the per patient day price and employee/visitor meal price, with such increases to be effective September 1 after each year this contract remains in effect; therefore the first increase will be September 1, 2017.

In the event the Contractor, during the term of this contract, fails to meet the specifications of the contract or fails to perform their obligations under this contract in a manner satisfactory to the County, the County will notify the Contractor in writing, of the Contractor's specific deficiencies. If the Contractor fails to correct the deficiencies in a manner acceptable to the County within fifteen (15) days of the Contractor's receipt of the notice of deficiencies, the County reserves the right to immediately terminate the contract without liability to the Contractor for any damages as a result of such cancellation, notwithstanding any other provision contained herein. The Contractor may request a review meeting with the County during the fifteen (15) day correction period.

The Contractor and the County understand and agree that in a case where there is a violation of the interpretation of the terms of this agreement and any plans or specification incorporated herein, the County does expressly have the right to determine which will control, such decision to be in every case binding and final.

E. GENERAL INFORMATION

Estimated number of resident days for which food service is required: (based on census data for the period 1/1/15 through 12/31/15): Olean Campus 41,343 (total minus tube fed and bed hold)

The County does not guarantee the number of patient days/resident volumes stated in the General Information section during the term of this contract, but provides them as the best estimates of volumes anticipated during the year based upon data available for the period 1/1/15 through 12/31/15. In the event the volume of meals upon which the original price quotation is based is significantly reduced, the Contractor reserves the right to reasonably adjust staffing levels to compensate for reduced volume, subject to approval of the County, which approval will not be unreasonably withheld.

F. GENERAL REQUIREMENTS

1. Bids will be received to conduct, operate, and sell within the Facility, food, non-alcoholic beverages and refreshments as outlined in 10 New York State Codes, Rules and Regulations.
2. Upon awarding of the bid and execution of the contract, the successful Contractor will be responsible for:
 - a. Providing food service to residents of the Olean Campus
 - b. Providing food service for special resident events at the Olean Campus, the cost of which is not part of the bid price. These functions will occur at least monthly and could include chicken BBQ in the summer, fish fries during Lent, eggs cooked to order, Couple's luncheon, etc. (Sample A attached)
 - c. Providing food service for special facility functions at the Olean Campus, the cost of which is not part of the bid price. Samples include annual volunteer luncheon, employee picnic, etc.
 - d. Providing Consultant Registered Dietitian Services to the Machias Campus.
3. No other type of outside business services will be allowed, unless approved by the County of Cattaraugus.
4. A four-week cycle menu detailing regular items and extensions for modified diets must be prepared in advance for approval by the Director of Nursing Homes at least ten (10) days before its effective date. Failure to follow this procedure rigidly or frequent "substitutions" will be deemed a breach of this contract.

Bidder's Note: Bidders must submit a proposed four-week menu cycle for the Facility (#12 on the Bidder's Checklist on page 18).

5. Seasonal cycle menus must be prepared and served.
6. The Contractor must offer residents a choice from the regular menu or an alternate for each meal or resident may choose soup and a sandwich (including grilled cheese) for lunch or dinner.

7. Portion sizes for all foods and beverages must be developed in such a manner to meet the nutritional requirements of the cycle menus. Those residents requesting portion sizes larger than that which is menued must receive it without additional expense to the Facility.
8. All residents, except those on full enteral feeding, must be furnished three meals daily plus nourishments and supplements. A full range of special diets must be provided as may be required by the resident's physician.

Residents on total tube feeding will be the responsibility of the Facilities. The Contractor will charge only for those meals served, therefore the facility will not be charged for residents who are in the hospital on bed-hold, unoccupied beds, those residents who are nothing by mouth (NPOs), or those residents on tube-feeding.

9. The Contractor must provide food services for residents that comply with the Recommended Daily Allowance (RDA's) as determined by the Food and Nutrition Board, National Academy of Sciences, which provides a generally recognized guideline of nutritional standards. Menus must be in compliance with the applicable local state and federal laws and regulations pertaining thereto. These must be kept in a binder at each Campus and reviewed and updated by the Registered Dietitian as needed.

Bidder's Note: All bidders must develop projected food costs based on a menu comparable to an existing resident menu enclosed in the bidder's package as Attachment A: Sample Menu for Skilled Nursing Facilities. Portion sizes are defined as cooked edible weights or drained weights for fruits and vegetables, in compliance with the meal plan. (#15 on the Bidder's Checklist on page 18)

10. All residents must be furnished nourishments and supplements as requested and/or required. This must include sandwiches; crackers; applesauce; pudding; milk; ice cream; juices & various other beverages, etc. Nourishments must be available for 10:30 AM; 2:30 PM, and H.S. (Hours of Sleep) feedings or times agreed upon by the Facility and offered to all residents by nursing staff. Additionally, select residents, where required, must receive nourishments for consumption on the night shift.
11. Food cost for resident food services include three (3) meals daily and all associated nourishments, floor stocks, special diets and supplemental feeding. The Contractor will charge only for those meals served, therefore the facility will not be charged for residents who are in the hospital on bed-hold, unoccupied beds, those residents who are nothing by mouth (NPOs), or those residents on tube-feeding. Those residents on tube-feedings who receive food/liquids for oral gratification will have a separate charge noted on the Bid Proposal Form page 20.
12. Floor stock items must include sandwiches; crackers; applesauce; pudding; milk; ice cream; juices & various other beverages, etc. The nursing units and food service director determine par quantities of floor stock items.
13. No alcoholic beverage may be served or stored by the Contractor in the Facility at any time without the prior approval of the Director of Nursing Homes.
14. The County reserves the right to audit and verify all meal counts statistics used by the Contractor to prepare its monthly invoice. Such audits will be made at the discretion of the Director of Nursing Homes or the County Administrator's Office as frequently as it deems necessary. All records needed to substantiate the invoice charges will be made available to the County, at no expense to the County.
15. No portion of the services described in the specifications may be sub-contracted by the Contractor, unless the County grants the Contractor permission in writing.
16. Minimum Wage Law: There may be legislative changes concerning the Federal/State minimum wage law and the Contractor will be required to comply with any changes therein to the extent applicable to this contract. If, during the contract term, the Federal Minimum Wage Rate is increased the Contractor will

have the right to have an adjustment made to the guaranteed per patient day fee to reimburse actual costs associated with compliance. Actual costs are those that represent the difference between an employee's rate of pay at the former minimum wage rate and any newly established minimum wage rate from the effective date of Federal implementation forward. (i.e. only increases necessary to raise an employee's wage rate to the new minimum wage rate will be considered actual costs.)

17. The Contractor's employees must agree to follow general safety practices. Should an incident occur, the employee must complete the Facility's Accident/Incident form.
18. The Contractor must guarantee the rates set, in accordance with the contract's terms and conditions for the duration of the contract period.
19. The Contractor must submit to the Facility an itemized monthly invoice based upon the volume of services rendered. Invoices for dietary services will be paid within 60 days upon receipt of a satisfactory invoice.
Note: The Contractor may offer a prompt payment discount from its guaranteed per patient day fee to receive payment within 30 days of the end of the month upon submission of a satisfactory invoice.

G. SPECIAL FUNCTIONS

Food service for special functions are to be agreed upon in advance by the Facility and the Contractor and invoiced at Contractor's cost on a separate invoice after the close of each month. The separate invoice must detail the date and the specific function of each service catered. A separate charge for meals eaten by guests attending special functions may be sought from the guests themselves with the price to be subject to approval by the Director of Nursing Homes. The Facility will provide the Contractor with sufficient notice as may be mutually agreeable for all special function dates. The Contractor must provide a form to be used for ordering special services. The Nursing Home will make arrangements for collection of payment for guest and employee meals.

H. EMERGENCY FEEDING

1. The Contractor may be called upon in response to an emergency directed by the County to engage in mass feeding, the cost of which is not to be included in the annual costs otherwise directed or required herein.
2. Any costs or charges in such a mass emergency feeding will not be considered a part of the original costs under this agreement but must be figured in a manner identical to normal operations as listed hereunder and pursuant to applicable items in its bid.

Bidder's Note: Bidders must provide a plan indicating how food services will be provided in the event of a disaster and/or emergency at the Facility where the dietary department is closed or needs to serve at an alternate site. (#16 on Bidder's Checklist on page 18)

I. UTILITIES & EQUIPMENT

1. The County of Cattaraugus will furnish without charge, all electricity, gas, water, heat, telephone, data communication lines, and light to the Contractor for its operations as in the judgment of the County are reasonably needed and necessary. The Contractor agrees to comply with the Cattaraugus County Computer Use Policy for work activities performed on computers provided by the Facility or used in the Facility.
2. The County will furnish pursuant to these specifications, all space, equipment and furnishings to the Contractor for its operation as in the sole judgment of the County is deemed to be reasonably needed and necessary. This provision will include pots and pans, shelving and replacement parts for equipment, and office space and equipment, but it will not include expendable supplies and materials as detailed in Item 13 (on page 10) of these specifications.

At the time of contract signing, an itemized inventory (to be certified by representatives of both parties hereto) of all items then furnished by the County will be made part of this contract. The itemized inventory must be amended by additions and/or deletions as may be authorized in writing by the County.

The transition of supplies and food will be the responsibility of Contractor to Contractor.

3. The Contractor agrees that its employees and agents will at all times use the County's equipment, machinery, furnishings, and paraphernalia in a good and proper manner. It is expected that the Contractor would inform the County when equipment malfunctions or is in need of repair, etc. The Contractor will at all times keep the Contractor responsible areas in a proper condition and in a state of cleanliness to assure compliance with all health and sanitary regulations and procedures as required by the New York State Department of Health regarding dietary operation in a residential health care facility. Sanitation and stain removal of small wares will be the responsibility of the Contractor at its expense.
4. Repairs and replacements of equipment and other related County-owned property that may be necessary due to the negligence of the Contractor, its employees or agents will be the sole responsibility and the sole expense of the Contractor. The Contractor will be responsible to see that no equipment of any type will be removed from the Facility, except for repairs that have been authorized in writing by the County. The County reserves the right to select the vendor(s) performing repairs to County-owned property.
5. Recommendations for additional equipment made in writing by the successful Contractor deemed to be necessary for the complete and efficient service specified and required hereunder, will be considered for procurement, with the County reserving solely to itself the final decision as to replacement or procurement of such equipment. Such recommendations must be made as part of the bidding process and as such constitutes one-time expenses that will be used in determining the outcome of the bid. Through the annual County Budget Process, the Contractor in writing may request additional equipment with the County reserving solely to itself the final decision as to replacement or procurement of such equipment.
6. The County may from time to time, at its sole option, repair or replace any equipment not functioning properly under written notification from the Contractor of the need for such repair or replacement.
7. No alterations, changes or improvements will be made to the areas granted to the Contractor without obtaining prior written permission, with the final decision as to alterations, changes or improvements reserved solely with the County.
8. The County will be responsible for repairs to all permanent fixtures such as faucets, lights, drains, sewers, air conditioning, heating, refrigeration and other related mechanical and electrical work which is required by the Contractor to perform under these specifications. All such repairs will be at the sole discretion of the County.
9. The County will pay for the cost of disposal of all trash and garbage relating to the Food Service operations, with the Contractor being responsible for the proper storage and placement of such trash and garbage until its removal. The County will provide without charge for the disposal of grease from food production activities.
10. The County will provide without charge for all extermination services at such times, as it deems necessary. The County reserves the right to charge the Contractor for any extermination services required as a result of the negligence in food handling and/or storage by the Contractor.
11. The County will be responsible for the cleaning of ducts, hoods above the filter line in the central kitchen, and windows, at such times, as it deems necessary. All other cleaning of equipment, coolers, counters, shelving, floors, storage areas, ceilings, etc. are the responsibility of the Contractor on a schedule approved by the Facility.
12. Upon termination of this agreement due to whatever cause, the Contractor will surrender to the County all equipment, furnishings and other related County-owned property located in the food service areas assigned to the Contractor, as shown on the certified inventory lists of all County-owned property. Such property and equipment must be returned to the County in the same good order and condition as when received by the

Contractor. Reasonable wear and tear, damage from casualty, fire and hazards covered by insurance alone will be accepted. Another inventory will be taken upon termination to determine the status of all equipment hereunder. Discrepancies will be corrected at the Contractor's sole expense for such equipment based upon a comparison with the original inventory.

Bidder's Note: Upon termination of this agreement, the County reserves absolute right to withhold all Food Service Contractor's bonds and deposits until this section, in the opinion of the County, is totally complied with and all conditions are satisfied.

13. The Contractor will be solely responsible for the purchase, payment and control of all foods, beverages, paper supplies, soap supplies, and such other materials and expenses necessary for it to render proper performance of the food service program as stated. Current dishware, flatware, glasses and utensils owned by the Skilled Nursing Facilities may be used by the Contractor. The Contractor will be solely responsible for the purchase, payment and control of all printer paper, toner, office supplies, and other such materials and expenses necessary for it to render proper performance of the food service as stated. Purchases and performance will apply to all items in addition to the above. Any delinquency in the payment of such costs by the Contractor after investigation by the County will be cause for termination of this contract. At no time will purchases be charged to, or purchased in the name of, the County of Cattaraugus.
14. The County will have unlimited access, with or without notice to the Contractor, to all areas assigned to, and used by, the Contractor for purposes of audits and inspections.
15. The Contractor may use its own equipment only upon its receipt of prior and specific written approval by the County and in every instance such approval must be in its possession before said equipment can be brought into the Skilled Nursing Facilities.
16. In the event any Contractor-owned equipment or other articles are permitted to be brought into the complex, any risk or actual loss or damage thereto will be solely that of the Contractor, and the Contractor agrees that it will assert no claims for liability on the part of the County. Further, the Contractor will be solely responsible for the maintenance and operation of such equipment.

J. WASTE WATER DISCHARGE REGULATIONS

1. The Facility is required to participate in the City of Olean Industrial Pretreatment Program through a Waste Water Discharge Permit. The permit outlines discharge limits that must be adhered to. The Facility participates in three (3) sample analysts each year spring, summer and fall.
2. The Contractor must abide by the permit provisions (Attachment B).
3. If the Contractor is found to be discharging waste water outside the specified discharge limits, the Contractor will be responsible for the cost of re-sampling which is required when the sampling results are found to be out of range.
4. If the Contractor's process requires the discharge of waste water outside the limits, the Contractor is responsible to implement a pretreatment measure, to ensure compliance, prior to discharge into the facility's sewer system.

K. SERVICE REQUIREMENTS

1. The Contractor will be responsible for providing a professional food service program to comply with all applicable local, state and federal laws and regulations. Further, the Contractor will comply with all appropriate governing agencies' regulations.
2. The Contractor must monitor the operation through periodic and annualized Quality Assurance Programs and total internal auditing of such services and procedures. The Facility Administrator or designee will conduct periodic, unannounced, food tastings to monitor quality and performance.

Bidder's Note: As part of this bid, the bidder must submit a suggested Quality Assurance Program to be used. (#2 of the Bidder's Checklist on page 18)

3. The Contractor must use Geri-Menu or an equivalent menu planning system to promote efficient and accurate delivery of services to residents.
4. The Contractor must purchase, receive, store and maintain products of wholesome quality in sufficient quantities to meet menu requirements.
5. The Contractor must maintain a diet operations manual with a copy furnished to the Facility. The operations manual will be revised and updated on an annual basis.
6. The Contractor must develop, maintain and utilize product specifications for all items purchased.

Bidder's Note: General specifications indicating quality of raw food purchases for menu items will be submitted as part of this bid proposal. Meat should be identified minimally as USDA Grade A and such specifications must be listed in terms of types of products, such as poultry, etc. (#3 of the Bidder's Checklist on page 18)

7. All prepared and mixed food and beverage products, with the exception of enteral tube feeding products, must be provided and maintained by the Contractor.
8. The Contractor must provide a qualified resident Food Service Director and other management personnel as required. The prospective Food Service Director must have a minimum of three (3) years experience in an acute care hospital or Residential Health Care Facility and must be verified as a qualified Food Service Director by the State Department of Health. Current Food Service Director will be given right of refusal for positions.

Bidder's Note: Resumes stating qualifications and experience for the Contractor's Director and other management personnel must be submitted as part of this bid. In lieu of resumes identifying specific Individuals whom the Contractor proposes for the above positions, sample specifications may be submitted stating the minimum education, background, work experience, etc., for the individuals the Contractor proposes to employ. However, the contract will not be awarded until the prospective Contractor provides resumes stating qualifications for specific individuals designated to be the Food Service Director. (#4 of the Bidder's Checklist on page 18)

9. The Contractor's employees used in the operation must be of the caliber able to function in the nursing home setting and will be under the jurisdiction of the Food Service Director, who will hire, discharge, supervise and direct these employees. The Contractor, its employees or agents, will be considered as an independent contractor and not employees or agents of the County.

10. The Contractor will have the sole responsibility to compensate its employees including all applicable taxes and insurance and will be responsible for any losses incurred by the County resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The Contractor has the sole responsibility of keeping record of its employees hours worked (may install time clock or track whatever way Contractor wants after approval of Facility).
11. The Contractor must conduct employee training, which will continue for the duration of the contract to insure employees perform their jobs with the highest standards of efficiency and sanitation. Programs must include: regular in-service classes, on-the-job training, orientation of all new employees on food handling and sanitation. Such training must be documented and reports will be made available to the Director of Nursing Homes upon request. Contractor employees may be required to attend facility training as identified by the Facility.
12. The Contractor must furnish uniforms for all its employees. The Contractor is to submit a photo or illustration indicating the type of uniform to be worn by its staff and a written description of the uniform.

The cost of uniforms will be part of the normal operating expenses borne by the Contractor. For security purposes all employees of the Contractor must wear identification badges. Such badges will be supplied by the County. (#13 of the Bidder's Checklist on page 18)

13. All employees of the Contractor must have a pre-employment physical examination, the cost of which is borne by the Contractor unless the Contractor chooses to use the Facility's physical exam process at no charge. The pre-employment physical must include TB screening and evidence of MMR immunization or exposure.

All employees of the Contractor must additionally, be verified as not being listed on the New York State Nurse Aide Registry by contacting Chauncey at 800-918-8818 or 800-321-6443 or via internet search at <http://registry.prometric.com/registry/pubaccess/searchForm.jsp> or the designated agency contracted by the State of New York to maintain the database should Chauncey no longer be that agency during the contract term.

All employees of the Contractor must have a criminal background check performed. Employees may be hired on a provisional basis pending results of the background check. During this provisional period, such employees must be supervised and a supervision log maintained.

In the event that the nurse aide registry check and/or criminal background check results reveal unacceptable information, the employee must be terminated.

14. The Contractor will develop, post and maintain itemized work schedules for every position deemed necessary in the operation, based upon an approved master staffing plan.

Bidder's Note: A master-staffing plan (schedule) for both management and hourly personnel must be submitted as part of this bid. Such plan must include the number of hours worked for each shift for each position. Such plan must be for a typical one week time period with a schedule for the number of hourly employee days off included. **One (1) Productive FTE = 40 hours/week** (#5 of the Bidder's Checklist on page 18).

15. The initial master staffing plan of management and hourly personnel and all subsequent additions or deletions must have the prior approval of the Director of Nursing Homes.
16. An organizational chart must be developed by the Contractor and approved by the Director of Nursing Homes.

17. The Contractor must provide fire and theft insurances to cover any risk by fire and/or theft to its property located on the premises of the Facility. The Contractor further agrees to provide all necessary theft and/or other insurances to cover clothes, garments and other articles owned by its employees. See Appendix A for other insurance requirements. (#11 of the Bidder's Checklist on page 18)
18. The County will be responsible to provide fire and explosion insurance on the buildings and contents owned by the County. The County will have the right to terminate this contract if the buildings are substantially overcome by fire.
19. The Contractor must prepare monthly operating reports that reflect all true and actual operating statistics in a form agreeable to the Controller of the Facility. Such reports must be submitted to the Facility Administrator within fifteen (15) working days following the close of the month.
20. The Director of Nursing Homes will appoint the Food Service Director to all committees that affect the Dietary Department and the Food Service Director will serve on all such committees at the discretion of the Administrator. The Food Service Director will act as a Department Manager and attend any necessary facility meetings.
21. All financial, statistical, operating and personnel data, including but not limited to recipes, menus, diets, meal plans and operational manuals, utilized in the business of the Contractor will be kept confidential at all times. The County agrees to keep such information confidential and so instruct its agents, servants, independent contractors and employees.
22. For the purpose of implementing Section 1861 (v) (I) of the Social Security Act, as amended, and the written regulations thereto, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
 - a. Until the expiration of seven (7) years after the furnishings of such services pursuant to such contract, the parties will make available upon request to the Comptroller General of the U.S., or any of their duly authorized representatives, the contract, and books, documents and records of the parties that are necessary to certify the nature and extent of such costs, and
 - b. If either party carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000.00 or more over a twelve-month period, with a related organization (as that term is defined in 42 C.F.R. Section 405.427 ((b))), such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request of the Comptroller General, or any of their duly authorized representatives, and the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

L. ADDITIONAL SUBMITTALS:

1. a. The bidder must furnish, as part of its response, a record of their qualifications to operate a food and beverage service business of this size and scope, including the following:
 - (1) Past experience of at least three (3) years of successfully operating a complex food service operation of the magnitude and scope as outlined in these specifications offering a complex range of regular and special diets. (#8 of the Bidder's Checklist on page 18)
 - (2) Submit a list of all clients presently being served to demonstrate a proven ability to operate a food service operation of the magnitude and scope as outlined in these specifications. New York State facility references preferred. Include for each client listed a statement identifying the occurrence of any Dietary

or Dietary related deficiencies as issued by any Federal or State regulatory agency in the last two (2) annual Surveys conducted including scope and severity and F tag(s) assigned. (#6 and #7 of the Bidder's Checklist on page 18)

- (3) A list of all contracts previously held by the contractor that were terminated and/or not renewed in the past (12) months. (#9 of the Bidder's Checklist on page 18)
 - (4) A wage administration plan detailing employee rates of pay per job title effective September 1, 2016, through August 31, 2017, satisfying compliance with the current Federal & NYS Minimum Wage Rate whichever is higher. (#14 of the Bidder's Checklist on page 18)
 - (5) An equitable wage for all employees and a health insurance plan for all full time employees. (#14 of the Bidder's Checklist on page 18)
 - b. A detailed plan must be submitted indicating how the assumption of responsibilities will transpire. The plan must specify the time, individuals responsible and procedures for the possible transition prior to the commencement of this agreement. (#10 on the Bidder's Checklist on page 18)
 - c. The Contractor must also furnish as part of its response, the Bid Proposal form (page 20), using the exact format contained herein.
2. All bidders will submit a **Bid Bond** as a guarantee that the Bidder will enter into the Contract if awarded same, in an amount no less than five hundred dollars (\$500.00), will be submitted with the Bid on forms provided by an acceptable surety licensed to do business in New York State. Please make bid bonds out to Cattaraugus County Treasurer. (page 2, #1)
 3. Once the contract is awarded, the successful bidder will submit a **Performance Bond** covering faithful and satisfactory performance of the work contracted, in the amount of \$1 million, will be furnished on a form provided by a surety licensed to do business in New York State acceptable to the County Attorney and Risk Manager. (page 2, #2)

M. REQUIREMENTS

At the time of contract signing, an itemized inventory (to be certified by representatives of both parties hereto) of all items then furnished by the County will be made part of this contract. The itemized inventory must be amended by additions and/or deletions as may be authorized in writing by the County.

The Contractor will be solely responsible for the purchase, payment and control of all foods, beverages, paper supplies, soap supplies, small ware utensils, and such other materials and expenses necessary for it to render proper performance of the food service program as stated.

All prepared and mixed food and beverage products will be provided and maintained by the Contractor.

N. COMPLIANCE

The Contractor warrants its compliance with, and agrees to be bound by, any and all applicable Federal or State laws, codes, rules and regulations governing equipment, food handling and sanitation in healthcare institutions, in addition to any local and federal regulations.

O. SPECIFICATIONS FOR FOOD SERVICE TO RESIDENTS AND STAFF OF THE SKILLED NURSING FACILITY-OLEAN CAMPUS AND CONSULTANT REGISTERED DIETITIAN SERVICES FOR MACHIAS CAMPUS

Operation of the complete dietary department of the Cattaraugus County Skilled Nursing Facility known as The Pines Healthcare and Rehabilitation Centers – Olean Campus, 2245 West State Street, Olean, NY 14760 (120 beds) and provision of Consultant Registered Dietitian services for the Machias Campus, 9822 Route 16, PO Box 310, Machias, NY 14101 (115 beds) (hereinafter referred to as the Facility).

Credit will be due from the Contractor to the Contractor for all food and supplies in stock at the time of the changeover. The transition of supplies and food will be the responsibility of Contractor to Contractor.

Contractor will be innovative in the presentation of food, menu, and delivery of services to the residents with e.g. the use of but not limited to services of the Contractor's corporate chef, interior design team, marketing staff, etc.

1. PROFILES (OLEAN CAMPUS):

Meals are served 3 times a day

Floor stock is delivered 1 time per day

Nourishments and Snacks are delivered 3 times per day

Approximately 330 - 350 resident meals are served daily with a maximum of 360 resident meals a day

Special functions/employee meals are approximately 330 annually

In-house census is projected to be 98% (including full gastronomical fed residents)

Fully gastrostomy fed residents is currently at four (4)

The facility is constructed with 5 dining areas

2. RESIDENT MEAL SERVICE (OLEAN CAMPUS) (Hereinafter referred to as Facility)

Approximate times for delivery: The first breakfast tray cart is delivered at 7:45 AM, the last at 9:00 AM. The first lunch tray cart is delivered at 11:40 AM; the last at 1:00 PM. Waitress-style lunch service is in the main resident dining room from 12:35 PM to 12:50 PM. The first dinner tray cart is delivered at 4:40 PM, the last at 6:45 PM. Waitress-style dinner service is in the main resident dining room from 6:00 PM to 6:20 PM.

The Contractor will assemble trays in a central kitchen for all resident meals. Approximately 50 residents will be served the noon and evening meal in the main dining room and will be assisted in part by dietary staff. Food is distributed to three units in this single story facility in separate carts for the morning meal, and in five locations for the noon and evening meals. Trays will be arranged in food carts for delivery to the units in a manner designated by the respective area and in accordance with the time schedule approved by the Facility Administrator. Alterations in the meal delivery process may be made by the Facility as they work toward culture change/client centered service. The Contractor will be responsible for distribution and retrieval of food trays to and from all dining areas. The Nursing Department and Contractor are responsible for distribution of trays to residents and return of trays to food carts for efficiency. The Contractor will be responsible for distribution and removal of outdated floor stock and nourishments on all nursing units. The Contractor and Nursing Home will distribute nourishments and supplements to residents. Dietary is responsible to keep floor stock at par levels and remove expired items as appropriate.

The Contractor will clean floors, walls, ceilings, food preparation equipment and food delivery equipment used in the central kitchen area; the serving line area including serving equipment and floors. This includes the floor in the dining room resident serving area; the dining room tables and chairs; all dietary storage areas; and kitchen units located within each lounge area on the wings.

Dietary staff will clean main dining room tables and chairs and the dining room floor after lunch and dinner. All cleaning supplies and equipment used to perform the cleaning functions as stated will be purchased by the Contractor and are to be incorporated as a cost of the contract. Material Safety Data Sheets will be maintained by the Contractor and copies made available to the Facility upon request. The Contractor will review all proposed cleaning agents with the Facility, for approval, prior to their use.

All other cleanings including stripping and waxing of the floors are the County's responsibility.

RESPONSIBILITY	DINING SERVICE	NON-DINING SERVICE
Tray Carts delivered to resident areas by	X	
Tray Carts retrieved from resident areas by	X	
Trays delivered to residents by	X	X
Trays retrieved from residents by	X	X
Floor Stock to Nursing Unit refrigerators by	X	
Floor Stock Storage Areas are cleaned by	X	
Nourishments distributed to units by	X	
Nourishments distributed to residents by		X
Main dining room cleaned by	X	X
Food preparation area cleaned by	X	

3. CONSULTANT REGISTERED DIETITIAN (MACHIAS CAMPUS) (Hereinafter referred to as Facility)

Contractor agrees to provide consultation to Facility regarding planning, policies, and procedural development and prioritized needs, based on initial and on-going evaluations of the clinical service needs. Contractor will perform all services in a good faith effort to meet Facility's objectives and expectations for the program as set forth in Section O.

Contractor shall meet the nutritional needs of the patients/residents of the Facility by providing an effective therapeutic dietary program and menu planning. Contractor shall perform nutritional assessments, evaluations and plans of care to meet the established nutritional goals of each patient/resident, and chart nutritional information in accordance with the policies of the Department and accepted professional practices.

The Facility agrees to provide, properly maintain, clean and repair all facilities equipment, furniture etc., for the Program and all facilities associated with the Program and Services.

Contractor agrees to furnish consulting expertise and guidance with its personnel (the "Contractor Personnel"). Contractor shall pay the Contractor Personnel together with a percentage rate (the "Contractor Percentage Rate") of payroll charge which relates to direct and indirect payroll taxes, workers' compensation insurance, employer's portion of state and federal unemployment compensation tax, social security tax, accident and health insurance, life insurance and pension plan contributions, fringe benefits and related overhead.

Contractor must ensure that the prospective Consultant Registered Dietitian has a minimum of three (3) years' experience in an acute care hospital or Residential Health Care Facility, be familiar with geriatric populations and their nutritional needs and will be verified as a qualified Registered Dietitian by the State Department of Health.

Bidder's Note: Resumes stating qualifications and experience for the Contractor's Registered Dietitian must be submitted as part of this bid. In lieu of resumes identifying specific individuals whom the Contractor proposes for the above position, sample specifications may be submitted stating the minimum education, background, work experience, etc., for the individuals the Contractor proposes to employ. However, the bid will not be awarded until the prospective Contractor provides resumes stating qualifications for specific individuals. (#17 of the Bidder's Checklist on page 18)

The parties hereto acknowledge and agree that routine day-to-day operations of the Facilities, the programs and the Department are the responsibility of the personnel of the Facilities. The Facilities will provide and be responsible for any expenses related to all personnel other than the Contractor Personnel.

Contractor will perform consultation duties at the Machias Campus on a mutually agreeable schedule of day visits of eight (8) hours, not to exceed a total of nine (9) hours per week without prior approval by Director of Dept. of Nursing Homes.

Contractor will provide information and forms to be utilized by Facility's on-site food service manager.

Contractor will also provide operational support in the following areas:

(a) Provide consultation to allied professional health workers regarding diet and nutrition problems and management, including patient care plans, diet reviews and discharge planning.

(b) Provide in-service education to the professional and non-professional staff of Contractor, Facilities and to the residents/patients and/or families of residents/patients, for example, in such areas that include:

(i) general and specific dietary needs of residents/patients

(ii) specific training of food service employees.

(c) Provide consultation to the Facilities and Contractor or Facility Manager of Food and Nutrition Services or other designated person ("Manager") in all areas of dietary concern to assure compliance with all governing laws, rules and regulations, including those related to special diets and sanitation.

(d) Review documentation on resident/patient care records of dietary needs and how they are met.

(e) Conduct quality assurance audits of Facilities' food areas and procedures, resident hydration and nutrition, etc.

(f) Develop resident/patient meal patterns and nutrition care in-services according to the rules, regulations and standards of JCAHO or the like and all applicable federal, state and local government entities.

(g) Provide a written summary to the Facility's administrator at the completion of each month. Report includes number of hours in the facility, persons seen, subjects discussed, and recommendations made. Contractor signs report with name and title.

BIDDER'S CHECKLIST

The following items **MUST** be provided by bidders in a formal bid package to be submitted on or before the bid submission deadline:

1.	Bidder's declaration on compliance with all applicable Federal, State, County and Municipal laws regarding prohibition of discrimination, employment conditions, Workers' Compensation and Labor Laws. Bidder's assertion that it is not excluded from participation in Federal Health Care Programs.	
2.	Quality Assurance Program for food service operation. (see K.2. on page 11)	
3.	Specifications indicating USDA Grade A meats and qualities of raw food purchases. (see K.6. on page 11)	
4.	Resumes/sample specifications of prospective Food Service Director. (see K.8. on page 11)	
5.	Master staffing plan for management & hourly staff including # of hours worked each shift for each position. (see K.14. on page 12)	
6.	List of current Clients (include name of contact person) presently served by the Bidder to prove demonstrated experience operating a food service operation of the magnitude and scope described in the specifications. (see L.1.a.(2) on page 13/14)	
7.	For #6 (above) include CMS or DOH deficiencies for each client listed for the last two Surveys. (L.1.a. (2) on page 13/14)	
8.	Past experience of at least three (3) years of successfully operating a complex food service operation of the magnitude and scope as outlined in these specifications offering a complex range of regular and special diets. (see L.1.a.(1) on page 13)	
9.	List of terminated contracts within the past 12 months. (see L.1.a.(3) on page 14)	
10.	Detailed plan of transition. (see L.1.b. on page 14)	
11.	Verifications of insurance coverage (i.e. fire, theft, etc.) for Contractor. (see K.17 on page 13)	
12.	Typical four-week menu cycle. (see F.4. on page 6)	
13.	Photo or illustration and written description of employee uniform. (see K.12 on page 12)	
14.	Wage and Benefit administration plan including rates of pay by job title. (see L.1.a.(4) and L.1.a.(5) on page 14)	
15.	Projected Food Costs based on Attachment A (sample Menu). (see F.9. on page 7)	
16.	Plan on how food services will be provided in the event of disaster and or emergency at the Skilled Nursing Facility. (see H.2. on page 8)	
17.	Resumes/sample specifications of prospective Registered Dietitians. (see 3. on page 16)	
18.	Bid Contact Information Sheet (page 19)	
19.	Bid Proposal Form (page 20)	
20.	Non-collusive Bidding Certificate (page 21)	
21.	Legal Status Information (page 22)	
22.	Acknowledgement (pages 23 – 24)	
22.	Bid for Performance (page 25)	
24.	Iran Divestment Act of 2012 (page 26)	
25.	Bid Bond (made out to Cattaraugus County Treasurer) (page 2, #1)	
26.	Insurance Certificate (Appendix A)	
27.	HIPAA Business Associate Agreement (Appendix B) (Make sure to complete last page of agreement)	
28.	<u>Mandatory</u> pre-bid tour to be held at 10:30 AM -Olean Campus, conference immediately following on Thursday, August 11, 2016, at 10:30 a.m.	
29.	The original and five (5) copies of Bid submission with all required documentation must be made on or before 1:45 PM on Thursday, August 18, 2016, to the following address: Cattaraugus County DPW, 8810 Route 242, Little Valley, NY 14755 Attn: Dawn Smith.	

The above items **MUST** be included in the bid package.

Bid Contact Person if questions/answers need to be distributed:

Name of Contact Person

Company Name

Email Address

Telephone Number

Company Address

City / State / Zip

BID PROPOSAL FORM

NOTICE - Cattaraugus County also reserves the right to reject any and/or all bids.

**The Pines Healthcare & Rehabilitation Centers – Food Services for the Olean Campus
and
Consultant Registered Dietitian Services for the Machias Campus**

Bidders must provide all resident food services on-site in the Dietary Department of The Pines Healthcare & Rehabilitation Centers – Olean Campus and provide Registered Dietitian services to Machias Campus.

Guaranteed Cost for Full Services:

	Price per Patient Day for Meals Served to In-House Residents not including those residents requiring Enteral Feeding and NPO*	“Prompt Payment Price” Per Patient Day
Skilled Nursing Facility Resident Daily Meals		
Food for Gratification Costs (tube fed residents)		
Visitor Meals (cost per meal)		
Registered Dietitian / (Machias) Campus (cost per hour)		

- * The vendor will charge only for those meals served. Therefore, the Facility will not be charged for residents who are in the hospital on bed-hold, unoccupied beds, those residents who receive nothing by mouth (NPOs), or those residents on tube-feeding.

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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;

Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor, and

No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

(For use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this _____ day of _____, 20 _____.

d/b/a _____

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, a _____ on this _____ day of _____, 20 _____, by _____, one of the partners or co-partners of the partnership composed of _____ and _____ doing business under the style, partnership, and firm name of _____ a _____.

Partnership Name

By _____

Co-Partner

(For use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the _____ day of _____, 20 _____.

Dated at _____ on this _____ day of _____, 20 _____.

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____

Title

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE - STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

ADDRESS OF LOCAL OFFICE - STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

CONTRACT TO BE SENT TO: PRINCIPAL _____ OR LOCAL OFFICE _____

Check One: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

(INCORPORATED UNDER THE LAWS OF THE STATE OF _____)

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____ NOT APPLICABLE _____

TRADE NAMES: _____

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF
BIDDER:

NAME _____

TITLE _____

ADDRESS _____

PLEASE TYPE OR PRINT

(CORPORATE ACKNOWLEDGEMENT)

STATE OF _____)

ss.:

COUNTY OF _____)

ON THE _____ DAY OF _____ IN THE YEAR TWO THOUSAND _____

BEFORE ME PERSONALLY CAME _____ TO ME KNOWN AND,

WHO BEING BY ME DULY SWORN, DID DEPOSE AND SAY THAT _____ RESIDES IN

_____, THAT HE IS THE _____

OF THE CORPORATION DESCRIBED IN AND WHICH EXECUTED THE ABOVE INSTRUMENTS,

THAT HE KNOWS THE SEAL OF SAID CORPORATION, THAT THE SEAL AFFIXED TO SAID

INSTRUMENT IS SUCH CORPORATE SEAL, THAT IT WAS SO AFFIXED BY ORDER OF THE

BOARD OF _____ OF SAID CORPORATION, AND THAT HE SIGNED _____

NAME THERETO BY LIKE ORDER.

NOTARY PUBLIC

(PARTNERSHIP ACKNOWLEDGEMENT)

STATE OF _____)

ss.:

COUNTY OF _____)

ON THE _____ DAY OF _____ IN THE YEAR TWO THOUSAND _____

BEFORE ME PERSONALLY CAME _____,

A PARTNER IN THE FIRM OF _____ TO ME KNOWN TO BE THE

INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND

_____ ACKNOWLEDGED TO ME THAT _____ EXECUTED SAME, FOR AND ON

BEHALF OF SAID PARTNERSHIP.

NOTARY PUBLIC

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF _____)

ss.:

COUNTY OF _____)

ON THE _____ DAY OF _____ IN THE YEAR TWO THOUSAND _____

BEFORE ME PERSONALLY CAME _____

TO ME KNOWN TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING

INSTRUMENT, AND _____ ACKNOWLEDGED TO ME THAT _____

EXECUTED SAME.

NOTARY PUBLIC

BID FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE

LITTLE VALLEY, NEW YORK

TO: Cattaraugus County Legislature, Little Valley, New York, hereinafter called the County.

The undersigned, desiring to interpose a bid to provide food services to The Pines Healthcare & Rehabilitation Centers, Olean Campus and to provide Registered Dietitian Services to the Machias and Olean Campuses, do hereby accept all terms conditions, and agreements contained and set forth in the Notice to Bidders, Information for Bidders, and Specifications, and do hereby certify, agree, and propose as follows:

The undersigned declares that he has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he will contract with the County, said contract incorporating materials and services as specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefor, the following:

If this bid is accepted by the County, the Successful Bidder will be notified 30 days in advance of contract inception date. If the undersigned fails to contract as aforesaid, within the ten days (not including Sunday) from the date of notice from the County to him, the County may, at its option, determine that the bidder has abandoned his right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows:

(Individual or partnership bids only)

INDIVIDUAL, PARTNERSHIP, OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:	Authorized Signature and Title:
_____	_____
_____	_____
_____	_____
	Date

Subscribed and sworn to before me

This _____ day of _____, two thousand _____.

Notary Public

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. ☐ By submission of this bid, the bidder identified herein and each person signing on behalf of the 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 behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section §165-a of the state finance law.☐

Corporate or Company Name: _____

By: _____
Signature

Title

Sworn to before me this

_____ day of _____, two thousand _____.

Notary Public

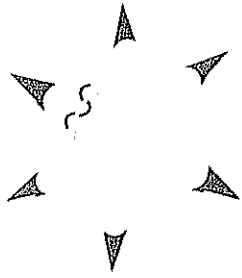


KEEP
CALM
AND
DRINK
LEMONADE



Sample A

August 2016

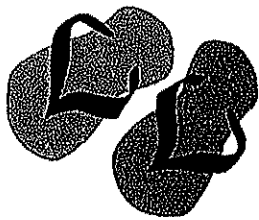


Sample A
Page 1 of 4

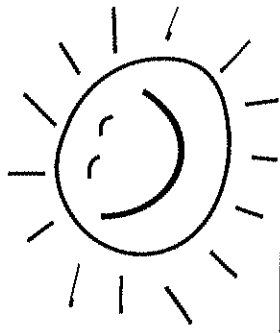
Sun	Mon	Tue	Wed	Thu	Fri	Sat
GAMES ARE LOCATED IN ACTIVITIES ROOM CLOSET FOR RESIDENTS. 1 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Rock of Revelation (DR) 4:30 Crossword (DR) 8:00 Pre-Season Football (A)	2 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 2:30 Dave Battistoni (DR) 4:30 Animal Bingo (DR)	3 10:30 Peg Bothner (A) 11:45 Readings (Aving) 12:00 Order Out Pizza & Wings 2:30 Ice Cream Sandwiches 4:30 Trivia (DR)	4 10:30 Tony Bennett (A) 11:45 Readings (B Wing) 1:30 Chit Chat & Nail Polish (A) 4:30 Animal Bingo (DR)	5 10:30 Current Events (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	6 10:30 Rosary (DR) 2:30 Water Balloon Toss (Out Side) 4:30 Music (DR)	10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
7 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Rock of Revelation (DR) 4:30 Crossword (DR) 8:00 Pre-Season Football (A)	8 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 2:30 Birthday Party/Music (DR) 3:30 Petting Zoo (OS) 4:30 Animal Bingo (DR)	9 10:30 Residents Council (A) 11:45 Readings A Wing 12:00 Couples Lunch (A) 2:30 Olympic Facts (A) 4:30 Trivia (DR) 6:00 Bible Study (DR)	10 10:30 Ceramics (A) 11:45 Readings B Wing 1:00 Pic on Porch/Cindy's (O) 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	11 10:30 Making Raspberry Tart (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	12 7:00 Breakfast @ Spragues (O) 10:30 Rosary (DR) 2:30 Vinyl Records (A) 4:30 Music (DR)	13 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
14 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Harvest Field Outreach Church (DR)	15 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 1:30 Ride & Ice Cream (O) 2:30 Alan Bucher (DR) 4:30 Animal Bingo (DR)	16 8:00 Erie County Fair (O) 10:30 Peg Bothner (A) 11:45 Readings A Wing 2:30 Science for Seniors (A) 4:30 Trivia (DR)	17 10:00 Shopping (O) 10:30 Crossword (DR) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	18 Full Moon 10:30 Current Events (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	19 10:00-3:00 Book Sale (A/R) 10:30 Food Committee (A) 2:00 Mass (DR) 2:30 Rosary (DR) 4:30 Music (DR)	20 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
21 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 St. Stephens Episcopal Church (DR) 4:30 Crossword (DR)	22 8:00 Navel Park (O) 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 2:30 Word Game (DR) 4:30 Animal Bingo (DR)	23 10:30 Making a Kite (A) 11:45 Readings A Wing 2:30 Dave Tucker Music (DR) 4:30 Trivia (DR)	24 10:00 Picnic Dwayne's (O) 10:00 Crossword (DR) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	25 10:30 Turn Back the Clock (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	26 7:30 Breakfast w/ Activities (A/R) 10:30 Rosary (DR) 2:30 Watermelon Seed Spit (OS) 4:30 Music (DR)	27 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
28 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 United Pentecostal (DR) 4:30 Crossword (DR)	29 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 2:30 Friendship Bracelet (A) 4:30 Animal Bingo (DR)	30 10:30 Smoked Salmon Pate (A) 11:45 Readings A Wing 2:30 Crackers Salmon (A) 4:30 Trivia (Outside)	31 7:30 Breakfast w/ Activities (A/R) 10:30 Humor (A) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	ACTIVITY PROGRAMS ARE SUBJECT TO CHANGE. SEE ACTIVITY BOARD OR ACTIVITY NEWSLETTER FOR CHANGES. SENSORY AND READINGS ON WINGS THROUGHOUT THE MONTH.		


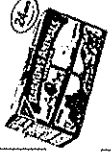
July 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
<p>ACTIVITY PROGRAMS ARE SUBJECT TO CHANGE. SEE ACTIVITY BOARD OR ACTIVITY NEWSLETTER FOR CHANGES. SENSORY AND READINGS ON WINGS THROUGHOUT</p> <p>3 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Rock of Revelation (DR) 4:30 Crossword (DR)</p>	<p>4 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 2:30 4th of July Social (DR) 4:30 Animal Bingo (DR)</p>	<p>5 10:00 Lumber Up (W) 11:30 Shopping/Lunch Tops (O) 11:45 Readings A Wing 2:30 Cracker Jack Day 4:30 Trivia (DR)</p>	<p>6 10:30 Humor/Reminiscent (A) 11:45 Readings B Wing 11:45 Order in KC Chicken 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)</p>	<p>7 10:30 Current Events (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)</p>	<p>8 7:30 Breakfast w/ Activities (AR) 10:30 Rosary (DR) 2:30 Squir Gun Art 4:30 Music (DR)</p>	<p>9 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)</p>
<p>10 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Trinity United Methodist (DR) 4:30 Crossword (DR)</p>	<p>11 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 1:30 Fairfield Characters (W) 2:30 Birthday Party Music (DR) 4:30 Animal Bingo (DR)</p>	<p>12 10:30 Peg Bothner (A) 11:45 Couples Lunch (A) 11:45 Readings A Wing 2:30 Water Balloon Toss (DR) 4:30 Trivia (DR)</p>	<p>13 10:30 Gummy Worms (A) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)</p>	<p>14 10:30 Sports Cliche Quiz (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)</p>	<p>15 10:30 Food Committee (A) 2:00 Catholic Mass (DR) 2:30 Rosary (DR) 4:30 Music (DR) 7:00 Others Baseball Game (O)</p>	<p>16 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)</p>
<p>17 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 First Presbyterian Church (DR) 4:30 Crossword (DR)</p>	<p>18 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 11:30 Good Times Lunch (O) 2:30 Alan Buchner Music (DR) 4:30 Animal Bingo (DR)</p>	<p>19 6:00 Full Moon 10:30 Peg Bothner (A) 11:45 Readings A Wing 2:30 Ade Ade Music & Beach Party (DR) 4:30 Trivia (DR)</p>	<p>20 11:00 Arcade & Antica 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)</p>	<p>21 10:30 Current Events (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)</p>	<p>22 7:30 Breakfast @ Perkins (O) 10:30 Rosary (DR) 2:30 Foot Soaks (AR) 4:30 Music (DR)</p>	<p>23 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)</p>
<p>24 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Christ United Methodist Church (DR) 4:30 Crossword (DR)</p>	<p>25 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 1:30 Ride & Ice Cream (O) 2:30 Hot Fudge Sundae 4:30 Animal Bingo (DR)</p>	<p>26 10:30 Cooking (A) 11:45 Readings A Wing 2:30 Decorate Sunglasses (A) 4:30 Trivia (DR) 6:00 Campfire (O)</p>	<p>27 7:30 Breakfast w/ Activities (DR) 10:30 Good Old Summer Time 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)</p>	<p>28 10:30 Turn Back the Clock (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)</p>	<p>29 10:30 Rosary (DR) 2:30 Making Sand Castle (A) 4:30 Music (DR)</p>	<p>30 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)</p>
<p>31 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Five Mile Baptist Church (DR) 4:30 Crossword (DR)</p>						<p>GAMES ARE LOCATED IN ACTIVITIES ROOM CLOSET FOR RESIDENTS.</p>



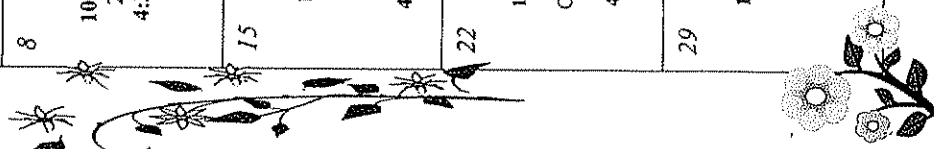
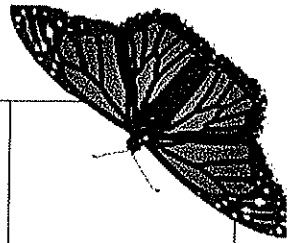
June 2016



Sun	Mon	Tue	Wed	Thu	Fri	Sat
ACTIVITY PROGRAMS ARE SUBJECT TO CHANGE. SEE ACTIVITY BOARD OR ACTIVITY NEWSLETTER FOR CHANGES. SENSORY AND READINGS ON WINGS THROUGHOUT MONTH.						
5 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Harvest Field Church (DR) 4:30 Crossword (DR)	6 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 2:30 YoYo Day (A) 4:30 Animal Bingo (DR)	 7 10:30 Resident's Council (A) 11:45 Readings A Wing 2:30 Dave Battistoni (DR) 4:30 Trivia (DR)	1 10:30 Remember Pat Boone (A) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	2 10:00 Oilers Baseball Game (O) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	3 7:30 Breakfast w/ Activities (AR) 10:30 Rosary (DR) 2:00 Foot Soaks (AR) 4:30 Music (DR)	4 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
12 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Church (DR) 4:30 Crossword (DR)	13 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 1:30 Fairfield Characters (W) 2:30 Birthday Party (DR) 4:30 Animal Bingo (DR)	14 10:30 Peg Bothner (A) 11:45 Couples Lunch (A) A Wing 2:30 Gone Country Music (DR) 4:30 Trivia (DR) 6:00 Bible Study (A)	15 10:30 Flag Arts & Crafts (A) 11:45 Readings B Wing 11:45 Order Out Chinese 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	16 10:30 Reminiscent /Humor (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	17 10:30 Food Committee (A) 2:00 Catholic Mass (DR) 2:30 Rosary (DR) 4:30 Music (DR)	18 10:00 Sensory Stimulation (W) 2:30 Talon/ Ice Cream (DR) 4:30 Hangman (DR)
19 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Olean Revival Center (DR) 4:30 Crossword (DR)	20 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 1:30 Ride Squirrels (O) 2:30 Alan Bucher (DR) 4:30 Animal Bingo (DR)	21 10:30 Peg Bothner (A) 11:45 Readings A Wing 2:30 Bowling (DR) 4:30 Trivia (DR)	22 9:00 Shopping Jamestown (O) 10:30 Cooking (AR) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	23 10:30 Current Events (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	24 7:00 Breakfast @ Spragues (O) 10:30 Rosary (DR) 2:30 Milk Shakes 4:30 Music (DR)	25 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
26 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Rock of Revelation Church (DR) 4:30 Crossword (DR)	27 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 11:30 Lunch Red's & Trudy's (O) 2:30 Movie (DR) 4:30 Animal Bingo (DR)	28 9:00 Kinzua Sky Walk (O) 10:30 Games (DR) 11:45 Readings A Wing 2:30 Arts & Crafts (A) 4:30 Trivia (DR)	29 10:30 Welcome Summer Sign (A) 11:45 Readings B Wing 1:30 Cindy's house (O) 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	30 10:30 Animal Crackers (A) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)		GAMES ARE LOCATED IN ACTIVITIES ROOM CLOSET FOR RESIDENTS.

May 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
1 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Five Mile Baptist Church (DR) 4:30 Crossword (DR)	2 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 1:30 Ride & Ice Cream (O) 2:00 Movies on Wings 4:30 Animal Bingo (DR)	3 10:30 Residents Council (A) 11:45 Readings A Wing 2:30 Dave Battistoni 4:30 Trivia (DR)	4 8:00 Lucy/Desi Museum (O) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	5 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	6 7:30 Breakfast w/ Activities (A) 10:30 Rosary (DR) 2:30 May Day Pole (DR) 4:30 Music (DR)	7 10:00 Sensory Stimulation (W) 2:30 Talon / Mothers Day (DR) 4:30 Hangman (DR)
8 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Church (DR) 4:30 Crossword (DR)	9 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 1:30 Fairfield Characters (W) 2:30 Birthday Party/Music (DR) 4:30 Animal Bingo (DR) 6:00 Bocce	10 10:30 Bull Game (DR) 11:45 Readings A Wing 11:45 Couples Lunch (A) 2:30 Pie in the FACE (DR) 4:30 Trivia (DR) 6:00 Pinata w/ Kids (DR) 6:00 Bible Study (A)	11 10:30 Wine Glass Art (A) 11:45 Readings B Wing 2:30 Lynn/Eddy/Wine / Cheese (DR) 4:30 Animal Bingo (DR)	12 10:30 Wheel Chair Limbo (DR) 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	13 10:30 Rosary (W) 2:30 Nador / Music (DR) 4:30 Music (DR)	14 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
15 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 St. Stephen's Episcopal Church (W) 4:30 Crossword (DR)	16 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 2:30 Alan Bucher (DR) 4:30 Animal Bingo (DR)	17 10:30 Peg Bothner (A) 11:45 Readings A Wing 11:45 Order Out Subway 2:30 Rustic Rambler's (DR) 4:30 Trivia (DR)	18 10:00 Morning Movie (DR) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	19 10:30 Reminiscent/humor 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards (DR)	20 7:00 Breakfast w/ Activities (AR) 10:30 Games 2:00 Mass (DR) 2:30 Rosary (DR) 4:30 Music (DR)	21 10:00 Sensory Stimulation (W) 2:30 Rosary (DR) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
22 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 Mt. Zion Christian Assembly of God (DR) 4:30 Crossword (DR)	23 10:30 Sierra Visits (W) 10:30 Balloon Volleyball (DR) 11:30 Shopping Trip (O) 2:30 Square Dancers (DR) 4:30 Animal Bingo (DR)	24 10:30 Peg Bothner (A) 11:45 Readings A Wing 2:30 Crafts (A) 4:30 Trivia (DR) 6:30 USO Tour (DR)	25 10:00 Krolick's Chicken (O) 11:45 Readings B Wing 1:30 Chit Chat Nail Polish (A) 4:30 Animal Bingo (DR)	26 10:30 Current Events 11:45 Readings C Wing 2:30 Bingo (DR) 4:30 Signing Cards	27 7:30 Breakfast w/ Activities (AR) 10:30 Rosary (DR) 2:30 Music by Jack (DR) 4:30 Music (DR)	28 10:00 Sensory Stimulation (W) 2:30 Prize Bingo (DR) 4:30 Hangman (DR)
29 9:30 Catholic Communion (W) 10:00 Gum Visits (W) 2:30 United Pentecostal (DR) 4:30 Crossword (DR)	30 10:30 Balloon Volleyball (DR) 10:30 Sierra Visits (W) 2:30 Memorial Day/Celebrate 4:30 Animal Bingo (DR)	31 9:30 Fishing Trip (O) 11:45 Readings A Wing 4:30 Trivia (DR)	Activity Programs are Subject to Change. See Activity Board or Activity Newsletter for Changes. Sensory and Readings on Wings Throughout the Month.			Games are Located in Activities Room Closet for Residents
Happy Springtime! From Our Family to Yours.						



Week-At-A-Glance
Attachment A

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Breakfast: Regular						
Oatmeal Scrambled Eggs Bacon Muffin Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal French Toast Sausage Patty Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Scrambled Eggs Coffee Cake Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Western Scrambled Eggs Wheat Toast Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Pancakes Sausage Patty Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Scrambled Eggs Wheat Toast Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Waffle Bacon Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice
Lunch: Regular						
Roast Turkey Bread Dressing Yellow Squash Wheat Dinner Roll/Bread Cinnamon Baked Apples Coffee or Hot Tea Milk BBQ Pork Ribette Buttered Herbed Noodles. Green Peas	Glazed Baked Ham Hashbrown Casserole Spinach Wheat Dinner Roll/Bread Gingerbread Cake w/ Lemon Glaze Coffee or Hot Tea Milk Grilled Chicken Breast Rice Sliced Carrots	Crispy Baked Chicken Potato Wedges Green Beans Wheat Dinner Roll/Bread Chilled Peas Coffee or Hot Tea Milk Quiche Lorraine Broccoli Florets	Meatloaf w/ Ketchup Mashed Potatoes Broccoli Florets Wheat Dinner Roll/Bread Fruit Crisp Coffee or Hot Tea Milk Battered Fish Sandwich Sliced Carrots	Chicken Parmesan Spaghetti Noodles. Green Peas Wheat Dinner Roll/Bread Chilled Peaches Coffee or Hot Tea Milk Hot Dog on a Bun Baked Beans. Creamy Coleslaw	Cornflake Fish Baked Potato Tossed Salad w/ Dressing Wheat Dinner Roll/Bread Chocolate Cream Pie Coffee or Hot Tea Milk BBQ Meatballs Rice Whole Kernel Corn (cfs)	Garlic Herb Pork Loin Mashed Potatoes Mixed Vegetables Wheat Dinner Roll/Bread Pineapple Tidbits Coffee or Hot Tea Milk Liver & Onions Boiled New Potatoes Brussels Sprouts
Dinner: Regular						
Baked Ziti w/ Meatsauce. Cauliflower Wheat Dinner Roll/Bread Chocolate Pudding Coffee or Hot Tea Milk Egg Salad Sandwich. Tomato & Onion Marinated Salad	Garden Vegetable Soup Chicken Salad Sandwich. Tossed Salad w/ Dressing Mandarin Oranges Coffee or Hot Tea Milk Tuna Salad Sandwich. Green Pea Salad	Swedish Meatballs. Noodles. Sliced Carrots Wheat Dinner Roll/Bread Snickerdoodle Coffee or Hot Tea Milk Chicken Tenders. Mashed Potatoes Whole Kernel Corn	Turkey Croquette. Seasoned Rice Zucchini Wheat Dinner Roll/Bread Vanilla Pudding Coffee or Hot Tea Milk Grilled Cheese Sandwich. Green Beans	Egg Salad Platter. Wheat Dinner Roll/Bread Marble Cake w/ Frosting Coffee or Hot Tea Milk Smothered Steak. Rice Sliced Carrots	Thin Crust Cheese Pizza. Dill Cucumber Salad Tropical Fruit Coffee or Hot Tea Milk Ham Salad Sandwich. Creamy Coleslaw	Vegetable Frittata. Potato Salad Country Style Tomatoes Wheat Dinner Roll/Bread Oatmeal Raisin Cookie Coffee or Hot Tea Milk Sloppy Joe Sandwich. Green Beans

Week-At-A-Glance

Sun	Mon	Tue	Wed	Thu	Fri	Sat
Breakfast: Regular						
Oatmeal Scrambled Eggs Bacon Muffin Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal French Toast Sausage Patty Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Scrambled Eggs Coffee Cake Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Western Scrambled Eggs Wheat Toast. Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Pancakes Sausage Patty Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Scrambled Eggs Wheat Toast. Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice	Oatmeal Waffle Bacon Coffee or Hot Tea Milk Orange Juice Cold Cereal of Choice
Lunch: Regular						
Pot Roast Boiled New Potatoes Sliced Carrots Wheat Dinner Roll/Bread Chilled Peas Coffee or Hot Tea Milk	Braised Pork Tips Noodles Jefferson Brussels Sprouts Wheat Dinner Roll/Bread Lemon Pudding Coffee or Hot Tea Milk	Vegetable Lasagna Tossed Salad w/Dressing Garlic Bread Pineapple Tidbits Coffee or Hot Tea Milk Smothered Beef Patty Noodles. Sliced Carrots	Chicken Marsala Mashed Potatoes Green Beans Wheat Dinner Roll/Bread Yellow Cake w/Frosting Coffee or Hot Tea Milk	Polish Sausage Buttered Herbed Noodles. Spinach Wheat Dinner Roll/Bread Tropical Fruit Coffee or Hot Tea Milk	Baked Fish w/Paprika Mashed Potatoes Italian Green Beans Wheat Dinner Roll/Bread Banana Pudding Coffee or Hot Tea Milk	Salisbury Steak Baked Potato Sliced Carrots Wheat Dinner Roll/Bread Fruit Cocktail Coffee or Hot Tea Milk Seasoned Chicken Breast Rice Green Peas
Dinner: Regular						
cornflake Chicken. French Fries Zucchini Wheat Dinner Roll/Bread Chocolate Brownie Coffee or Hot Tea Milk	Sausage Sub w/Peppers & Onions Mixed Vegetables Chilled Peaches Coffee or Hot Tea Milk Meatballs (w/ Gwy). Rice Sliced Carrots Wheat Dinner Roll/Bread	Rotisserie Chicken. Garlic Mashed Potatoes Yellow Squash Wheat Dinner Roll/Bread Chocolate Chip Cookie Coffee or Hot Tea Milk Grilled Ham & Cheese Sandwich. Green Beans	BBQ Pork Ribette French Fries Whole Kernel Corn Wheat Dinner Roll/Bread Cinnamon Baked Apples Coffee or Hot Tea Milk Chicken Salad Sandwich (-exc). Baked Beans. Tossed Salad w/Dressing	Tuna Salad Platter. Wheat Dinner Roll/Bread Sugar Cookie Coffee or Hot Tea Milk Chicken Tenders. Mashed Potatoes Sliced Carrots	Macaroni & Cheese Stewed Tomatoes Wheat Dinner Roll/Bread Chilled Peas Coffee or Hot Tea Milk BBQ Meatballs. Noodles. Green Beans	Hot Dog on a Bun Baked Beans. Calico Coleslaw Blonde Brownie Coffee or Hot Tea Milk Ravioli w/Sauce. Tossed Salad w/Dressing Wheat Dinner Roll/Bread

GENERAL PROVISIONS

G-1. CORRESPONDENCE

All submittals and correspondence should be addressed to :

Wastewater Treatment Plant Senior Operator
City of Olean Wastewater Treatment Plant
174 S. 19th Street
Olean, New York 14760

G-2. SPILL PREVENTION CONTROL PROGRAM

The industrial user shall take all reasonable precautions to prevent accidental spills in order to eliminate or minimize the accidental or slug discharge of pollutants into the sewer system.

The industrial user shall notify the City immediately upon any accidental or slug discharge to the sanitary sewer. Formal written notification discussing circumstances and remedies shall be submitted to the City within 5 days of the occurrence.

G-3. DILUTION

No industrial user shall increase the use of potable or process water or, in any way, attempt to dilute a discharge as a partial or complete substitute for adequate treatment to achieve compliance with the limitations contained in this permit.

G-4. PROPER DISPOSAL OF PRETREATMENT SLUDGES AND SPENT CHEMICALS

The disposal of sludges and spent chemicals generated shall be done in accordance with Section 405 of the Clean Water Act and Subtitles C and D of the Resource Conservation and Recovery Act and any other applicable statutes or regulations pertaining to disposal of sludges and spent chemicals.

All industrial users must notify in writing the POTW, the New York State Department of Environmental Conservation and the United States Environmental Protection Agency of any discharge that would be considered a hazardous waste if disposed of in a different manner.

G-5. PROHIBITIONS

No industrial user may discharge any pollutant that may create an explosive hazard including but not limited to wastestreams with a closed cup flash point of less than 140°F or 60°C using testing methods specified in 40 CFR 261.21.

No industrial user shall discharge petroleum oil, non-biodegradable cutting oil, products of mineral oil origin in amounts that will cause interference or pass through.

No industrial user shall discharge any pollutant that may result in the presence of toxic gases, vapors or fumes in a quantity that may cause acute worker health and/or safety problems.

G-6. SIGNATORY REQUIREMENTS

All reports required by this permit shall be signed by a principal executive officer of the user, or his designee. Electronic submittal of permit applications, reports and other correspondence shall be documented in a letter bearing an appropriate signature.

G-7. CHANGE IN DISCHARGE

The industrial user shall promptly and as soon as possible notify the City in advance of the introduction of new wastewater or pollutants or any substantial change in the volume or characteristics of the wastewater being introduced into the public sewers from the user's industrial processes including listed or characteristic hazardous wastes. The notification shall be in conformance with 40CFR Part 122.41(l)(1) and 40CFR 403.12(p). Formal written notification shall follow within 30 days of such introduction.

G-8. FAILURE TO REAPPLY

The City may seek temporary restraining orders, plug or disconnect service or permanent injunctions if there is an imminent danger to health, safety or property when after inspection, monitoring or analysis it is determined that the discharge or wastewater to the sanitary sewer is in violation of Federal, State or local laws, ordinances or regulations.

G-9. LIMITATION OF PERMIT TRANSFER

Wastewater discharge permits are issued to a specific user for a specific operation and are not assignable to another user or transferable to any other location without the prior written approval of the City. Sale of a user shall obligate the purchaser to seek prior written approval of the City for continued discharge to the sewage system.

G-10. FALSIFYING INFORMATION OR TAMPERING WITH MONITORING EQUIPMENT

Knowingly making any false statement on any report or other document required by this permit or knowingly rendering any monitoring device or method inaccurate, may result in punishment under the criminal laws of the City, as well as being subjected to civil penalties and relief.

G-11. MODIFICATION OR REVISION OF THE PERMIT

- a) The terms and conditions of this permit may be subject to modification by the City at any time as limitations or requirements as identified by the City's Ordinance, are modified or other just cause exists.
- b) This permit may also be modified to incorporate special conditions resulting from the issuance of a special order.
- b) The terms and conditions may be modified as a result of EPA promulgating a new Federal pretreatment standard.

G-12. DUTY TO REAPPLY

Within ninety (90) days of the notification, the user shall reapply for reissuance of the permit on a form provided by the City.

G-13. SEVERABILITY

The provisions of this permit are severable, and if any provision of this permit, or the application of any provision of this permit to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this permit shall not be affected thereby.

SAMPLING and ANALYSES

S-1. SAMPLE METHODS

Wastewater discharge samples and analyses and flow measurements taken as required in this permit shall be representative of the volume and character of the permitted discharge. Sampling and analytical methods shall be in accordance with accepted National Environmental Laboratory Approval Program (NELAP) protocol. Contracted laboratories must be NELAP certified by the New York State Department of Health.

S-2. SAMPLING MANHOLE

The industrial user shall construct a sampling manhole if the Wastewater Treatment Plant Chief Operator, or the Director of Public Works, determines such sampling point is required.

S-3. SAMPLING – NOTIFICATION

The permittee shall notify the Wastewater Treatment Plant Chief Operator, at least one week prior to conducting self-monitoring for the purpose of taking wastewater discharge samples for analysis,

S-4. SAMPLE ANALYSES- REQUIREMENTS

The industrial user is required to monitor the parameters listed for each sample point.

SAMPLE POINT: Control manhole north of parking lot.		
PARAMETER	DISCHARGE LIMITS	SAMPLE TYPE
pH	6.0-9.0	4 Grabs (TAKEN WITHIN 24 HOUR PERIOD)
Oil and Grease	50 mg/l (Avg.DAILY MAXIMUM)	4 Grabs (TAKEN WITHIN 24 HOUR PERIOD)
BOD ₅	250 mg/l	24 Hour Composite (Time based)
TSS	250 mg/l	24 Hour Composite (Time based)
Flow (MGD)		24 Hr. Total (recorded hourly)

*Five (5) day Biochemical Oxygen Demand and Total Suspended Solids discharges greater than 250 mg/l shall be subject to review and approval by the WWTP Chief Operator or the Director of Public Works.

Other pollutants, as specified by the City, shall be sampled on a schedule determined by the City if said additional monitoring is deemed necessary by the City in order to assure compliance with City, State and Federal standards.

S-5 SAMPLE ANALYSES – REPORTING

The industrial user is required to submit to the City a self monitoring report on the analytical results of its sampling May 15 and October 15 of each year.

A statement shall be included in all monitoring reports pertaining to the protocols used during the sampling and/or analyses. A proper monitoring report shall contain the following information:

- Exact time and place of sample
- Dates of sample
- Dates analyses were performed
- Person performing sampling and/or analyses
- Analytical techniques or methods used
- Analytical results including proper units
- A map indicating sampling location
- Chain of Custody Log

If sampling by the industrial user indicates a violation, the user must notify the City within 24 hours of becoming aware of the violation. The industrial user must also resample and submit results of this resampling to the City within thirty (30) days.

INSPECTION

I-1. RIGHT OF ENTRY

The industrial user shall, after reasonable notification by the City, allow the City or its representative, exhibiting proper credentials and identification, to enter upon the premises of the user, at all reasonable hours, for the purposes of inspection, sampling, or records inspection. Reasonable hours in the context of inspection and sampling includes any time the industrial user is operating any process which results in a process wastewater discharge to the City's sewage system.

I-2. RECORDS RETENTION

a) The industrial user shall retain and preserve for no less than three (3) years, any records, books, documents, memoranda, reports, correspondence and any and all summaries thereof, relating to monitoring, sampling and chemical analyses made by or in behalf of the user in connection with its discharge.

c) All records that pertain to matters that are the subject of special orders or any other enforcement or litigation activities brought by the City shall be retained and preserved by the industrial user until all enforcement activities have concluded and all periods of limitation with respect to any and all appeals have expired.

COMPLIANCE

C-1. CITY ORDINANCE

The industrial user shall comply with all the general discharge standards of the City Sewer Use Ordinance (Chapter 27, City Code).

C-2. COMPLIANCE SCHEDULE

In order to meet the wastewater discharge limitations specified elsewhere in this permit, the industrial user may be required to make in-plant process modifications and install a treatment facility. The following construction schedule, if applicable, shall be adhered to and reports on progress shall be submitted to the City, as outlined below:

TASK	COMPLIANCE DATE	APPLICABILITY
Submit baseline monitoring report	NA	Not Applicable at time of issue
Investigate in-plant process modifications and treatment options.	NA	Not Applicable at time of issue
Complete preliminary engineering	NA	Not Applicable at time of issue
Go out to bid	NA	Not Applicable at time of issue
Secure equipment and begin construction	NA	Not Applicable at time of issue
Complete installation	NA	Not Applicable at time of issue
Pretreatment system start-up	NA	Not Applicable at time of issue
Achieve final compliance	NA	Not Applicable at time of issue

C-3. PROGRESS REPORT

Not later than fourteen (14) days following each date in the compliance schedule, the industrial user shall submit a progress report to the City. This report must indicate whether or not the increment of progress was met on the date, the reason(s) for any delay, and what steps are being taken by the user to return to the schedule established. In no event shall more than nine (9) months elapse between such progress reports to the City.

C-4. FINAL COMPLIANCE REPORT

Within 90 days following the final compliance date, the industrial user shall submit a final compliance report. The industrial user will be required to sample its wastewater for the pollutants specified in S-4, and report compliance. Any reasons for not complying and any steps being taken by the user to comply shall be part of the report.

C-5. PRETREATMENT FAILURE

Any upset experienced by the industrial user of its treatment that places it in a temporary state of non-compliance with wastewater discharge limitations contained in this permit or other limitations specified in the City's Ordinance shall be reported to the City within 24 hours of first awareness of the commencement of the upset. A detailed report shall be filed within 5 days. Additionally any violation for any reason, including but not limited to routine monitoring shall be reported within 24 hours of violation detection and the permittee must conduct resampling within 30 days.

C-6. CIVIL AND CRIMINAL PENALTIES

By resolution the Common Council has adopted an Enforcement Response Plan which was previously mailed to permit holders on March 28, 1990 and which is made part of this permit by reference.

Any industrial user who fails to comply with any provisions of the City of Olean sewer use ordinance or this permit may be liable to monetary forfeitures. Fines for significant noncompliance shall be \$1,000.00 per day. The continued violation of any provision shall constitute a separate offense for each and every day such violation shall continue.

The City may hold hearings regarding violations and depending upon the outcome of the hearings the director may revoke or suspend the industrial user's permit to discharge.

C-7. SIGNIFICANT NONCOMPLIANCE

Significant noncompliance involving discharge violations will be calculated on the basis of "rolling quarters". Significant noncompliance shall be based upon data for the previous six (6) months. Quarters shall end on March 31, June 30, September 30 and December 31 of each calendar year.

Significant noncompliance means any violation or group of violations that meets one or more of the following criteria:

- Chronic violations of wastewater discharge limits, defined here as those in which sixty-six (66) percent or more of all of the measurements taken for the same pollutant parameter during a six (6) month period exceed (by any magnitude) a numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l);
- Technical Review Criteria (TRC) violations, defined here as those in which thirty-three (33) percent or more of all of the measurements for each pollutant parameter taken during a six (6) month period equal or exceed the product of the numeric pretreatment standard or requirement, including instantaneous limits, as defined by 40 CFR 403.3(l) multiplied by the applicable TRC (TRC=1.4 for BOD, TSS, fats, oil and grease, and 1.2 for all other pollutants except pH);
- Any other violation of a pretreatment effluent limit (daily maximum or longer-term average, instantaneous limit, or narrative standard) that the City of Olean determines has caused, alone or in combination with other discharges, interference or pass through (including endangering the health of Wastewater Treatment Plant personnel or the general public);
- Any discharge of a pollutant that has caused imminent endangerment to human health, welfare or to the environment or has resulted in the Wastewater Treatment Plant's exercise of its emergency authority to halt or prevent any such discharge;
- Failure to meet, within ninety (90) days after the schedule date, a compliance schedule milestone contained in a local control mechanism or enforcement order for starting construction, completing construction, or attaining final compliance.
- Failure to provide, within thirty (30) days after the due date, required report such as baseline monitoring reports, ninety (90) day compliance reports, periodic self-monitoring reports, and reports on compliance with compliance schedules;
- Failure to accurately report noncompliance;
- Any other violation or group of violations, which may include a violation of Best Management Practices, which the City of Olean determines will adversely affect the operation or implementation of the City's pretreatment program.

APPENDIX "A"
COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus 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. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:

	A	C	Ca	D	F	G	Ga
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	Include	Include	Include	Include	Include
BF Property Damage	Include			Include			
X,C,U	Include						
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law				Include			
Host Liquor				Include			
** AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	Include	Include	Include	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non-Owned	Include	Include	Include	Include	Include	Include	Include
** EXCESS LIABILITY	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
WORKERS' COMP.	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
*** PROFESSIONAL LIAB.		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.				

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy.
The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

All 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

*** Professional Liability policies are not required to have the County as Additional Insured

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract

APPENDIX " A " - PROFESSIONAL
COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

1.1 Required Insurance Coverage:

- a. Commercial General Liability (CGL) with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury and property damage. Coverage must include the following for the full amount of limits mentioned above: premises/operations, products/completed operations, independent contractors, contractual liability, and personal injury. The Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella policy.
- b. Automobile Liability (AL) covering liability arising out of any auto (owned, hired and non-owned) if used in connection with work to be performed under this agreement with limits of not less than \$1,000,000 in combined single limit for bodily injury and property damage.
- c. Umbrella and/or Excess Liability excess of CGL, EL and AL on an occurrence form with limits of not less than \$1,000,000 per occurrence and in the aggregate.
- d. Workers Compensation in compliance with statutory limits or proof of exemption.
- e. Employers Liability (EL) with Unlimited limits for Bodily Injury by Accident and for Bodily Injury by Disease.
- f. Professional Liability (Errors & Omissions) with limits of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate.
- g. If Contractor will be performing or providing deliverables on the premises of the County of Cattaraugus, have access to the County of Cattaraugus tangible property or have control of or access to County of Cattaraugus systems, accounts, money or securities, Fidelity Bond or an equivalent Crime insurance policy covering the Contractor while engaged in connection with the deliverables with a limit of not less than \$1 million per occurrence and in the aggregate and including coverage for property of others in possession of the Contractor while performing or providing deliverables. The County of Cattaraugus shall be included as a "loss payee".
- h. To the extent the Contractor holds, stores, stages, works upon, leases, uses, or in any manner possesses property that is owned, held, leased by, or the responsibility of the County of Cattaraugus, the Contractor will carry All Risk property damage insurance including coverage for loss caused by fire, flood, sprinkler leakage, windstorm, or earthquake in an amount equal to the replacement cost of such property.
- i. If Contractor has access to confidential information, the Contractor will carry Privacy and Network Security (also known as Cyber Liability) coverage which includes providing protection against liability for system attacks, spread of malicious software code, unauthorized access and use of computer systems, customer notification expenses, and liability arising from the loss or disclosure of confidential data with coverage limits of not less than \$1 million per occurrence and in the aggregate.

- 1.2 Furthermore, the Contractor shall include Cattaraugus County as an "Additional Insured" on its Commercial General Liability, Automobile Liability, and Umbrella/Excess policies for all acts of the Contractor pursuant to this contract.
- 1.3 All insurance under Section 1.1 maintained by the Contractor shall include the condition that it is primary and non-contributory.
- 1.4 The Contractor and the Contractor's insurers further releases, assigns and waives any and all rights of recovery against County of Cattaraugus and its officials, employees, and agents and permitted assigns as a result of the Contractor's actions connected with any loss covered by policies of insurance maintained or required to be maintained by the Contractor pursuant to this Agreement.
- 1.5 For any of the Contractor's coverage that is written on a "Claims-Made" basis, such coverage is acceptable if the Retroactive Date precedes the Term. "Claims-Made" coverage is required to be maintained for the Term and shall continue to be provided and evidenced for a minimum of three (3) years after completion of work or product delivery.

Appendix B

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between COUNTY OF CATTARAUGUS, having its business address at 303 Court Street, Little Valley, New York 14755 ("Covered Entity") and _____, having its business address at _____ ("Business Associate"), is effective as of the date of the Service Agreement (defined below) (the "Agreement Effective Date").

RECITALS

- A. Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of an agreement whereby Business Associate will provide certain services to or perform functions on behalf of Covered Entity (the "Service Agreement").
- B. Business Associate may have access to information, some of which may be Protected Health Information ("PHI") as defined below, in fulfilling its responsibilities under the Service Agreement.
- C. Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed to Business Associate pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104.191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "Privacy and Security Rules"); and with the requirements of Subtitle D the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery & Reinvestment Act of 2009 (Public Law 111-5) 42 U.S.C. Sections 17921-17954 ("HITECH") and other applicable laws.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

a. Breach means the unauthorized access, acquisition, use, or disclosure of PHI which compromises the security or privacy of PHI, except where: (1) an unauthorized person to whom such information is disclosed would not reasonably have been able to retain such information; (2) any unintentional acquisition, access, or use of PHI by an employee or individual acting under the authority of a covered entity or business associate (a) was made in good faith and within the course and scope of the employment or other professional relationship of such employee, or individual, respectively, with the covered entity or business associate; and (b) such information is not further acquired, accessed, or used or disclosed by any person; or (3) any inadvertent disclosure, by a person who is otherwise authorized to access PHI at a covered entity or business associate, to another person at the same covered entity or business associate provided that any such information received as a result of such disclosure is not further acquired, accessed, used, or disclosed without authorization.

Any acquisition, access, use or disclosure of PHI in a manner not permitted by the above paragraph is presumed to be a "Breach" unless Covered Entity or Business Associate, as applicable, demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or reviewed; and (iv) the extent to which the risk to the PHI has been mitigated.

b. Business Associate shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR §160.103.

c. Covered Entity shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to 45 CFR § 160.103.

d. Data Aggregation shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR § 164.501.

e. Designated Record Set shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR 164.601 and 45 CFR 164.524. Subject to the foregoing, a Designated Record set means a group of records maintained by or for a Covered Entity that is: (1) the individual's medical and billing records or (2) used in whole or in part, by or for the covered entity to make decisions about the individual, and does not include: (a) duplicate information maintained in other systems; (b) data collected and maintained for research; (c) data collected and maintained for peer review purposes; (d) psychotherapy notes; (e) information compiled in reasonable anticipation of litigation or

administrative action; (f) employment records; (g) student records; and (h) source data interpreted or summarized in the individual's medical record such as pathology slides and diagnostic film.

f. Disclosure means the release, transfer, provision of access to, or divulging in any other manner, of PHI, outside Business Associate's organization, i.e., to anyone other than its employees who have a need to know or have access to the PHI.

g. Electronic Health Record is an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

h. Electronic Protected Health Information or "EPHI" means Protected Health Information, as defined herein, that is transmitted by or maintained in electronic media. For purposes of this Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.

i. Health Care Operations shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR § 164.501.

j. Individual shall have the same meaning as the term "Individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

k. Limited Data Set means information that excludes names, postal address (other than city, state, and zip code), telephone and fax numbers, email address, social security and medical record numbers, health plan numbers, account numbers, certificate license numbers, vehicle identifiers and serial numbers including license plate numbers, device identifiers and serial numbers, Web Universal Resource Locators, Internet Protocol address numbers, biometric identifiers including finger and voice prints and full face photographic images and any comparable images.

l. Personal Health Record means an electronic record of Individually Identifiable Health Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.

m. Privacy Rule shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164.

n. Protected Health Information or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual, the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual, and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy and Security Rules, including, but not limited to, 45 CFR 160.103.

o. Secured PHI means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals only if one or more of the following applies:

- (i) Electronic PHI has been encrypted as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;
- (ii) Encryption processes tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:
 - (a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;
 - (b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;
- (iii) The media on which the PHI is stored or recorded has been destroyed on one of the following ways:
 - (a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed;

- (b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

p. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system.

q. Unsecured Protected Health Information means PHI that is not secured through technology or methodology that HHS has stated renders the PHI unusable, unreadable, or indecipherable to unauthorized Individuals.

r. Use means, with respect to PHI, the sharing, employment, application, utilization, transmission, examination, or analysis of such information to, from or within Business Associate's organization.

2. Obligations of Business Associate.

a. Permitted Uses. Business Associate shall use and/or disclose PHI only as permitted or required by this Agreement or as otherwise required by HIPAA, HITECH, and applicable state law. Business Associate acknowledges that sections of the Privacy Rule, the Security Rule and the HITECH Act apply directly to Business Associate in the same manner as they apply to Covered Entity and agrees to comply with such rules and regulations as applicable. Business Associate shall not use PHI in any manner that would constitute a violation of HIPAA or HITECH if so used by Covered Entity, except that Business Associate may use PHI (i) for the proper management and administration of Business Associate, (ii) to carry out the legal responsibilities of Business Associate, (iii) to report violations of law to appropriate federal and state authorities consistent with 45 CFR § 164.5020(1), or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

b. Permitted Disclosures. Business Associate shall not disclose PHI in any manner that would constitute a violation of HIPAA or HITECH if disclosed by Covered Entity, except that Business Associate may disclose PHI (i) in a manner permitted pursuant to this Agreement, (ii) for the proper management and administration of Business Associate; (iii) as required by law, or (iv) for Data Aggregation purposes for the Health Care Operations of Covered Entity.

c. Appropriate Safeguards. Business Associate shall implement appropriate safeguards as are necessary to prevent the use or disclosure of PHI otherwise than as permitted by this Agreement, HIPAA, HITECH and state law and to protect the confidentiality, integrity and availability of electronic PHI created, received, maintained or transmitted on behalf of Covered Entity.

d. Reporting of Improper Use or Disclosure. Business Associate shall report to Covered Entity in writing any Security Incident, unauthorized access of PHI, Use or Disclosure of PHI otherwise than as provided for by this Agreement, Breach involving Unsecured PHI, or any known pattern of activity or practice that constitutes a material breach of this Agreement, within two (2) business days of becoming aware of such improper Use or Disclosure, unauthorized access, Security Incident or Breach. In the event of a Breach, if the identity and/or contact information of all such Individuals is not known, Business Associate must nevertheless notify Covered Entity of the Breach within the two (2) business day time frame and provide additional information concerning the identification of affected Individuals as soon as it is available. Business Associate shall: (i) take prompt action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Agreement and state or federal law; (ii) take additional action to mitigate as requested by Covered Entity; and (iii) upon request, assist Covered Entity in the performance of a risk assessment to determine if a Breach has occurred.

e. Business Associate's Agents/Subcontractors. Business Associate may disclose PHI to and permit the use of PHI by its employees, contractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services for or on behalf of Covered Entity. Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

f. Access to PHI. Business Associate shall make PHI maintained by Business Associate or its agents or subcontractors in Designated Records Sets or in an Electronic Health Record available to Covered Entity for inspection and copying to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws.

g. Amendment of PHI. Business Associate or its agents or subcontractors shall make PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws.

h. Accounting Rights. Business Associate and its agents or subcontractors shall make available to Covered Entity the information required to provide an accounting of disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH or other applicable laws. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate and its agents or subcontractors for at least six (6) years prior to the request, or at least three (3) years prior to the request if the records are maintained in an Electronic Health Record.

i. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the use and disclosure of Covered Entity's PHI, and relating to security incidents involving Covered Entity's Electronic PHI, available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining Business Associate's compliance with HIPAA and HITECH.

j. Minimum Necessary. Business Associate and its agents or subcontractors shall only request, use and disclose, to the extent practicable, a Limited Data Set, or the minimum amount of PHI necessary to accomplish the intended purpose of the request, use or disclosure.

k. Retention of PHI. Notwithstanding Section 3(d) of this Agreement, Business Associate and its subcontractors or agents shall retain the information required under Section 2(h) of this Agreement for a period of six (6) years after termination of this Agreement.

l. Audits, Inspection and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate and its agents or subcontractors shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or Disclosure of PHI and the implementation of appropriate security safeguards pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement.

3. Term and Termination.

a. Term. This Agreement shall become effective on the Agreement Effective Date and shall continue until terminated by Covered Entity or until the Service Agreement expires or is terminated. In addition, certain provisions and requirements of this Agreement shall survive its expiration or other termination in accordance with Sections 2, 4, 5, 6, 7 and 8 of this Agreement.

b. Material Breach. A breach by Business Associate of any material provision of this Agreement, as determined by Covered Entity, shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by Covered Entity.

c. Reasonable Steps to Cure Breach. If Covered Entity knows of a pattern of activity or practice of Business Associate that constitutes a material breach or violation of Business Associate's obligations under HIPAA, HITECH, the provisions of this Agreement or the Service Agreement and does not terminate the Agreement, then Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable. If Business Associate's efforts to cure such breach or end such violation are unsuccessful, Covered Entity shall terminate the Agreement and the Service Agreement, if feasible. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, Business Associate must take reasonable steps to cure the breach or end the violation. If such steps are unsuccessful, the Business Associate must terminate this Agreement if feasible. Business Associate shall provide written notice to Covered Entity of any pattern of activity or practice of Covered Entity that Business Associate believes constitutes a material breach or violation of Covered Entity's obligations under this Agreement within five (5) days of discovery and shall meet with Covered Entity to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

d. Effect of Termination. Upon termination of the Agreement for any reason, Business Associate shall return or destroy all PHI that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall continue to extend the protections of Sections 2(a), 2(b), 2(c) and 2(e) of this Agreement to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible.

4. Limitation on Liability. Covered Entity will not be liable to Business Associate or any other person for any consequential, incidental, punitive or other damages arising from or relating to the PHI (including but not limited to errors or omissions in the PHI) or for Covered Entity's performance or failure to perform under this Agreement.

5. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other party and its respective employees, directors, officers, subcontractors, and agents from and against all claims, actions, damages, losses, liabilities,

fines, penalties, costs or expenses (including without limitation reasonable attorney's fees) arising from or in connection with any Breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by the indemnifying party or its employees, directors, subcontractors, or agents. This indemnification obligation shall survive the expiration or termination of this Agreement.

6. Injunction. Covered Entity and Business Associate agree that any violations of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, or under this Agreement, in the event of any violation by Business Associate of any of the provisions of this Agreement, or any explicit threat thereof, Covered Entity shall be entitled to an injunction or other decree of specific performance with respect to such violation or explicit threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages. The parties' respective rights and obligations under this section shall survive the expiration or termination of this Agreement.

7. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, HITECH or state law will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

8. Amendment.

a. Written Amendment Required. This Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

b. Amendment to Comply with Law. The parties agree to take such action as is necessary to implement the standards and requirements of HIPAA, HITECH, and other applicable laws relating to the security or confidentiality of PHI.

9. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

10. No Waiver. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or of any succeeding breach of the same provision. No delay in action with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

11. Independent Contractor Relationship. This Agreement is not intended to create, and will not be construed to create, any relationship between the parties other than that of independent contractors. Neither of the parties nor any of their respective representatives will be construed to be the agent, employee, or representative of the other.

12. Notice. Any notices required to be given pursuant to the terms and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective parties at their addresses stated below. Notices shall be deemed to be effective on the date when they are mailed.

TO: COVERED ENTITY:
COUNTY OF CATTARAUGUS
303 Court Street
Little Valley, New York 14755

TO: BUSINESS ASSOCIATE:
Company Name: _____
Street Address: _____
City, State, Zip: _____

13. Severability. If any section or portion of this Agreement shall be determined to be invalid, such determination shall not affect the enforceability or validity of the remainder of this Agreement.

14. Interpretation. The terms and conditions of this Agreement shall supersede any conflicting terms and conditions in the underlying Service Agreement (as amended from time to time) between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, and applicable laws. The parties agree that any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, and applicable laws.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement as of the Service Agreement Effective Date.

COUNTY OF CATTARAUGUS

Covered Entity

By:

Name:

Title:

Chairman

Cattaraugus County Legislature

Date:

Business Associate

By

(sign):

Name

(print):

Title:

Date:
