

SPECIFICATIONS

and

BID FORM

for the

PROVISION OF

LAUNDRY SERVICES – NH Bid #1

THE PINES HEALTHCARE & REHABILITATION CENTERS

Operated By

CATTARAUGUS COUNTY
DEPARTMENT OF NURSING HOMES

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

TABLE OF CONTENTS

	<u>Page</u>
Notice to Bidders	1
Instructions to Bidders	2-4
Detailed Bid Specifications	5-18
Bidder's Checklist	19
Bid Contact Person Information Sheet	20
Bid Proposal Form	21
Exhibit A - Statistical Review Fact Sheet	22-23
Exhibit B - Laundry Service Specifications	24-26
Exhibit C - Listing of Major Laundry Equipment	27
Exhibit D - Waste Water Discharge Regulations	28-32
Non Collusive Bidding Certificate	33
Legal Status Information	34
Acknowledgement	35-36
Bid for Performance	37
Iran Divestment Act of 2012	38
Insurance Requirements	Appendix A
HIPAA Business Associate Agreement	Appendix B

THE PINES HEALTHCARE & REHABILITATION CENTERS

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DEPARTMENT OF NURSING HOMES

BID ADVERTISEMENT

Sealed bids for **OPERATION AND MANAGEMENT OF LAUNDRY SERVICES** for The Pines Healthcare & Rehabilitation Centers (Cattaraugus County Nursing Homes), according to specifications, will be received by the undersigned until **Thursday, November 4, 2021, at 1:45 PM**, after which time they will be publicly opened at **2:00 PM** by the undersigned, under the direction of the Senior 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:
Any bid not clearly marked will not be considered.

NH BID # 1 – Operation and Management of Laundry Services for The Pines Healthcare & Rehabilitation Centers

All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755, Attention: Dawn Smith.

Bidding sheets and instructions may be obtained online at www.cattco.org/bid-request, or Bidding sheets and instructions may be obtained on or after **Thursday, October 14, 2021**, 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.

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, November 4, 2021**.

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 within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County.

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.

**LAUNDRY DEPARTMENT MANAGEMENT AND OPERATION BID
DETAILED SPECIFICATIONS
THE PINES HEALTHCARE & REHABILITATION CENTERS**

Cattaraugus County will receive bids for the following:

The successful bidder will operate and manage the Laundry for The Pines Healthcare & Rehabilitation Centers (hereinafter referred to as “The Pines”). Department operations encompass a complete laundry for The Pines’ residents (as outlined by 10NYCRR Part 714.9).

The Pines Healthcare & Rehabilitation Centers consists of a 120 bed skilled nursing facility located in Olean, NY and a 115 bed skilled nursing facility located in Machias, NY. The Pines is a home to all the residents. Our focus is to assure them and their laundry the proper attention they deserve at all times. The physical plant is located at the facility in Olean, NY. Delivery service between locations will be the responsibility of the County. The fact sheet attached (Exhibit A) offers additional relevant background information.

A. PURPOSE

The intent of Cattaraugus County in requesting bids is to determine the most responsible Contractor to provide laundry services to The Pines. Cattaraugus County is providing specifications to ensure uniformity of responses.

B. DATE FOR SITE VISITS & BID DUE DATE

- **If you have not previously toured the facilities, appointments for a virtual tour may be made prior to October 29, 2021. Call or email Margie Gibbons at 716-373-1910 ext. 4514 or magibbons@cattco.org to arrange a date/time for a virtual tour.**
- **The original and five (5) copies of the bids must be sent or delivered to Cattaraugus County DPW, 8810 Route 242, Little Valley, NY 14755 Attn: Dawn Smith and are due on Thursday, November 4, 2021, by 1:45 PM 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 laundry 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 Kelly Reed, Acting Director, Department of Nursing Homes, via e-mail kjreed@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 Pines, 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 PERIOD AND TERMS

1. Contract Period: The contract for the laundry services outlined herein shall commence January 15, 2022, to January 14, 2024; a period of two (2) years. The contract will then be subject to renewal, at the County's sole option, for two (2) additional two-year terms each at the management fee bid price. The final extension will end January 14, 2028. The County has the option to cancel with 60-day notice to Contractor.
2. Contract Cancellation: The contract may be canceled at any time by either party, after the expiration of the first three (3) months of the contract, by notification in writing to the other party via certified mail of desire to cancel. Such notice shall be served no less than sixty (60) days prior to the desired termination date. Notification to The Pines shall be made by certified mail to the Director, Department of Nursing Homes, at the Olean, NY address.

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.

3. Price Guarantee: The Contractor must guarantee the rates set, in accordance with the contracts terms and conditions for the duration of the contract period.
4. Financial Basis of Bid: The bidder agrees to accept the Nursing Home's financial budget for the operation of the Laundry Department. Bidder is to specifically identify:
 - 1) Total annual processing fee shall include, but not be limited to:
 - a. Administrative consultant coverage and cost.
 - b. Cost of all personnel and fringe benefits.
 - c. Cost of laundry cleaning supplies/chemical.
 - d. Liability insurance
5. Payment: The Contractor must submit to The Pines an itemized monthly invoice based upon the volume of services rendered. Payment for services rendered will be made monthly, within thirty (30) days of receipt of a satisfactory statement. The County reserves the right to audit and verify all 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.

6. Access and Supervision: The Pines or his/her authorized representative reserve the right to the supervision of, and access to, the Laundry facilities, equipment, and ancillary service areas, and of the operation by the bidder with respect to the quality of linen distributed, with respect to safety, sanitation, and the maintenance of the premises. The Pines reserves the right to make reasonable regulations and program changes.
7. Statistics (per facility): Records shall be maintained and reported to the Finance Department monthly utilizing the facility's software.
 - a. Daily usage per item of laundry.
 - b. Daily poundage by laundry class.
 - c. Daily pounds by Wing of personal laundry processed.
 - d. Laundry par sheets (monthly)
 - Beginning inventory.
 - Put into use.
 - Taken out of use.
 - Ending inventory.
8. Records: The successful bidder shall keep full and accurate records, including accounting records of the laundry service operation covered by this specification. In addition, records of staffing and daily hours of operation must be maintained. Records are subject to audit by The Pines or its representative at any time during regular working hours. For a period up to four years after the contracted services are furnished, the contractor will make its books and records available to the Centers for Medicare & Medicaid Services (CMS) and Cattaraugus County upon request.
9. Regulatory Changes: State and Federal regulatory changes may, at the option of the County, constitute grounds for amending the contract.

E. GENERAL INFORMATION

1. Bidder must be a bona fide company dealing in laundry contract management systems, with installed and operating systems open for inspection by designated personnel of Cattaraugus County.
2. The bidder must be a company that has managed laundry departments and has demonstrated experience at a health care facility similar to The Pines. The County of Cattaraugus reserves the right to qualify all bidders.
3. In the event any litigation shall arise from this agreement, the laws of the State of New York shall control any litigation regardless of which party shall institute such litigation.
4. The successful bidder and The Pines agree to ensure that no person shall on the ground of age, race, creed, color, national origin, sex, sexual preference, or disability be subjected to discrimination in accordance with requirements of the Civil Rights Act of 1964, as amended, with Executive Order No. 11246, entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor Regulations 41 CFR Part 60, and with 44 CFR Part 7 entitled "Nondiscrimination in Federally Administered Programs".
5. Bidder should answer all questions in this Invitation to Bid as well as all requests for information, specifications, quotations, back-up documents, etc.

6. All bid material submitted automatically becomes the property of Cattaraugus County, which reserves the right in its sole discretion to:
 - reject any or all bids;
 - use without limitation any or all of the concepts and recommendations contained in the bids.
7. Expenses for developing the bids are entirely the responsibility of the contractor and shall not be chargeable in any manner to The Pines.
8. The bid will be incorporated into The Pines contract. The following documents will be considered part of the contract:
 - a. The Invitation to Bid.
 - b. Bidder's qualification document.
 - c. Bidder's response to the Invitation to Bid.
 - d. The Pines Statistics and other various information.
 - e. Laundry Service Specifications. (See Exhibit B)
9. Bidder is required to survey all building locations for purpose of quoting. The Pines will provide available documentation, but is not responsible for the accuracy of these records. The Pines expects the contractor to perform a detailed survey and to submit a detailed proposal.
10. Factors that will influence the selection of the chosen bidder are as follows:
 - a. Demonstrated reliability of bidder.
 - b. Satisfaction with bidder's references.
 - c. Financial proposal.
 - d. Innovative approaches to contract management.
 - e. Implementation plans.

F. GENERAL REQUIREMENTS

1. The Pines are tax exempt; therefore, no taxes will be paid to or on behalf of the successful bidder for any purchases, goods, or services unless Federal or State Law specifically levies such tax on a political subdivision.
2. The successful bidder will establish par-stocking levels for resident laundry and linen including a 2-day emergency supply at both facilities. The successful bidder will be responsible for stocking shelves and transporting dirty laundry at a time agreed upon by administration.
3. Personnel:
 - a. All laundry personnel will be on the payroll of the successful bidder.
 - b. The successful bidder shall administer its own personnel practices and policies as approved by the successful bidder/The Pines; however, all practices must be consistent with the rules and regulations of the Department of Nursing Homes. NOTE: The successful bidder's employment policies shall meet the requirements of the Fair Labor Standards Act and all other regulations required by the United States Department of Labor.
 - c. Employment is contingent upon receiving an acceptable background check.
 - d. The successful bidder will provide a qualified laundry manager / supervisor who will be subject to the approval of The Pines.
 - e. Management changes shall be made only on the written approval of The Pines. The manager / supervisor is to be responsible for the day-to-day operation of the Laundry Department.

- f. Salary schedule, wage schedule, and fringe benefit cost for the laundry employees shall be mutually agreed upon by The Pines and the successful bidder. A copy of the approved schedules must on file with The Pines prior to start date.
4. 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 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.)
5. 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.
6. Insurance: The successful bidder shall obtain, at its own cost and expense, insurance coverages with insurance companies licensed in the State of New York and shall provide evidence of such coverages on the County of Cattaraugus Standard Insurance Certificate, complying with limits under Classification "D" which is annexed hereto and made a part hereof (Appendix A). All coverages shall name Cattaraugus County as an additional insured and shall be maintained without interruption for the duration of the contract. Prior to non-renewal or material change in policy, at least forty five (45) days advance written notice shall be given to the Cattaraugus County Risk Manager. (#21 of the Bidder's Checklist on page 19).

Certificates of the policy or policies representing same shall be approved and maintained by the Cattaraugus County Risk Management office and a copy filed in the Department of Nursing Homes files. All premiums upon such policies shall be paid by the successful bidder. The successful bidder further agrees to obtain and keep in effect Workers' Compensation Insurance for the benefit of successful bidder's employees at the statutory limit required by law.

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. (#22 of the Bidder's Checklist on page 19).

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.

7. COVID-19: During the performance of the contract, the Contractor agrees to comply with and abide by all New York State Health Department and Cattaraugus County Health Department directives, rules and/or procedures for entering and working in, and around, the various facilities of Cattaraugus County, including, without limitation the requirement that the Contractor's employees be masked during the COVID-19 Pandemic.

Pursuant to the New York State Commissioner of Health by Public Health Law Sections 225, 2800, 2803, 3612 and 4010 as well as Social Services Law Sections 461 and 461-e, Title 10 (Health) of the Official Compilation of Codes, Rules and Regulations of the State of New York, Nursing Homes

shall continuously require personnel to be fully vaccinated against COVID-19, with the first dose for current personnel received by September 27, 2021 absent of a Medical Exemption as allowed per the regulation.

Per this regulation, any contracted staff that are working in The Pines Healthcare or Rehabilitation Center (Olean or Machias) will be required to be vaccinated for COVID-19, and the facility is required to have proof of such vaccination available upon request from the New York State Department of Health. If awarded the contract, records would need to be submitted to Kelly Reed, Director, Department of Nursing Homes.

G. 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 shelving and replacement parts for equipment, and office space and equipment, but it will not include expendable supplies and materials as detailed in Item 14 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.

3. Equipment
 - a. All equipment listed on Exhibit C of this Invitation to Bid will be provided by The Pines.
 - b. It is the bidder's responsibility to review the equipment list as to its acceptability with the proposed program.
4. 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. 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 operation in a residential health care facility.
5. 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.
6. 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.

7. 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.
8. 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.
9. 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.
10. The County will pay for the cost of disposal of all trash and garbage relating to the Laundry Service operations, with the Contractor being responsible for the proper storage and placement of such trash and garbage until its removal.
11. 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 negligence by the Contractor.
12. The County will be responsible for the cleaning of ducts, hoods above the filter line in the central laundry plant, and windows, at such times, as it deems necessary. All other cleaning of equipment, counters, shelving, floors, storage areas, ceilings, etc. are the responsibility of the Contractor on a schedule approved by the Facility.
13. 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 laundry 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 Laundry Services Contractor's bonds and deposits until this section, in the opinion of the County, is totally complied with and all conditions are satisfied.

14. The Contractor will be solely responsible for the purchase, payment and control of all supplies and such other materials and expenses necessary for it to render proper performance of the laundry services program as stated. 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.
15. 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.
16. 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.
17. 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.

H. WASTE WATER DISCHARGE REGULATIONS

1. The Olean 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 (Exhibit D).
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.

I. SERVICE REQUIREMENTS

1. Upon awarding of the bid and execution of the contract, the Contractor will be responsible for providing a professional laundry 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.

Bidder's Note: As part of this bid, the bidder must submit a suggested Quality Assurance Program to be used. (#6 of the Bidder's Checklist on page 19)

3. Successful Bidder Service Responsibilities:
 - a. Distribution and inventory control of clean linen and resident clothing for Olean facility on a timely basis.
 - b. Distribution and inventory control of clean linen for the Machias facility on a timely basis.

- c. Pickup of dirty linen and resident clothing from resident areas at Olean facility on a timely basis.
 - d. Cleaning of dirty linen and resident clothing on a timely basis.
 - e. Routine cleaning of laundry premises, equipment and floors to include at Olean facility: wipe down equipment daily, mop/scrub floors daily, buff/polish floors weekly, strip and wax floors as needed. At the Machias facility sweep and mop daily only.
 - f. Maintain clean linen storage area.
 - g. Laundry Manager/Supervisor to supervise laundry workers at both the Olean and Machias locations.
 - h. Kitchen – Olean facility – routine cleaning of rags, towels and mops.
 - i. Meals On Wheels – Machias facility – routine cleaning of rags and towels as needed.
4. The Contractor must maintain an operations manual with a copy available to the Facility. The operations manual will be revised and updated as needed to meet State and Federal requirements.
 5. The Contractor must develop, maintain and utilize product specifications for all items purchased.
 6. The Contractor must provide qualified management personnel as required.

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. (#7 of the Bidder's Checklist on page 19)

7. 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 laundry manager / supervisor, 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.
8. 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).
9. 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, and orientation of all new employees. 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.
10. 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. (#10 of the Bidder's Checklist on page 19)

11. 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.
12. All employees of the Contractor must 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.

In the event that the nurse aide registry check results reveal unacceptable information, the employee must be terminated.

13. 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 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** (#8 of the Bidder's Checklist on page 19).

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. (#8 of the Bidder's Checklist on page 19).
17. 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 Finance Department within fifteen (15) working days following the close of the month.
18. The Director of Nursing Homes will appoint the Laundry Manager / Supervisor to all committees that affect the Laundry Department he/she will serve on all such committees at the discretion of the Administrator. The Laundry Manager / Supervisor will act as a Department Manager and attend any necessary facility meetings.
19. All financial, statistical, operating and personnel data 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.

20. Any bidder, to whom this laundry service contract shall be awarded, is prohibited by law from assigning, transferring, conveying, subletting, or otherwise disposing of the same, or of its right, title, or interest therein, or its power to execute such contract, to any other person or corporation without the previous consent in writing of the Director of Department of Nursing Homes and the Chairman of the County Legislature.
21. 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.

J. REQUIRED INFORMATION FROM BIDDERS:

(In order to facilitate evaluation of bids, bidder MUST address each item in the order that it appears)

1. The bidder must furnish, as part of its response, a record of their qualifications to operate and manage a laundry services business of this size and scope, including the following:
 - a. 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. (#1 of the Bidder's Checklist on page 19)
 - b. Past experience of at least three (3) years of successfully operating a laundry department of the magnitude and scope as outlined in these specifications. (#2 of the Bidder's Checklist on page 19)
 - c. Submit a list of all clients presently being served to demonstrate a proven ability to operate a laundry department 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 Laundry or Laundry 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. (#3 and #4 of the Bidder's Checklist on page 19)
 - d. A list of all contracts previously held by the contractor that were terminated and/or not renewed in the past (12) months. (#5 of the Bidder's Checklist on page 19)
 - e. Quality Assurance Program for laundry services operations. (#6 of the Bidder's Checklist on page 19)

- f. Resumes/sample specifications of prospective Laundry Services Manager/Supervisor) (#7 of the Bidder's Checklist on page 19)
- g. Master staffing plan for management and hourly staff including # of hours worked each shift for each position and organizational chart. (#8 on the Bidder's Checklist on page 19)
- h. A Wage and Benefit Administration Plan detailing employee rates of pay per job title effective January 15, 2022, through January 14, 2024, satisfying compliance with the current Federal & NYS Minimum Wage Rate whichever is higher. (#9 of the Bidder's Checklist on page 19)
- i. Photo or illustration and written description of employee uniform (#10 of the Bidder's Checklist on page 19)
- j. Plan on how laundry services will be proved in the event of disaster and/or emergency at the Skilled Nursing Facility. (#11 of the Bidder's Checklist on page 19)

Any costs or charges in such a mass emergency 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 laundry services will be provided in the event of a disaster and/or emergency at the Facility where the laundry department is closed or needs to serve at an alternate site.

- k. 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. (#12 of the Bidder's Checklist on page 19)
- l. Bid Contact Information Sheet on page 20 (#13 of the Bidder's Checklist on page 19)
- m. Bid Proposal Form on page 21 (#14 of the Bidder's Checklist on page 19)
- n. Non-Collusive Bidding Certification page 33 (#15 of the Bidder's Checklist on page 19)
- o. Legal Status Information page 34 (#16 of the Bidder's Checklist on page 19)
- p. Acknowledgment pages 35 - 36 (#17 of the Bidder's Checklist on page 19)
- q. Iran Divestment Act of 2012 page 38 (#19 of the Bidder's Checklist on page 19)
- r. Insurance Certificate (see F.6) (#21 of the Bidder's Checklist on page 19)
- s. Verifications of insurance coverage (i.e. fire, theft, etc.) for Contractor (see F.6) (#22 of the Bidder's Checklist on page 19)
- t. HIPAA Business Associate Agreement (Appendix B) (#23 of the Bidder's Checklist on page 19)

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) (#20 of the Bidder's Checklist on page 19)
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 and page 37) (#18 of the Bidder's Checklist on page 19)

K. ADDITIONAL SUBMITTALS:

1. In order to facilitate evaluation of bids, bidder **MUST** address each item in the order that it appears.
2. Bidder will provide the following information at the time of bid opening:
 - a. Location of bidder office that will be responsible for this contract.
 - b. Complete descriptive narrative detailing laundry service program to be offered.
 - c. Evidence of financial stability, including a certified copy of the latest annual report.
 - d. Volume bid purchasing program.
 - e. Proposed duration of laundry services – a) hours per day and b) days per week.
 - f. Full Time Equivalent Details and Proposed Organizational Chart:

<u># of FTE's</u>	<u>Full Time</u>	<u>Part Time</u>
Manager / Supervisor – Olean	_____	_____
Laundry Workers – Olean	_____	_____
Laundry Workers – Machias	_____	_____

- g. Proposed Wage Scale (hourly):

	<u>Wage Scale</u>	
	<u>Full Time</u>	<u>Part Time</u>
Manager / Supervisor – Olean	_____	_____
Laundry Workers – Olean	_____	_____
Laundry Workers – Machias	_____	_____

h. Proposed cost of wages:

	<u>Annual Wages</u>	<u>Annual Fringes</u>
Manager / Supervisor – Olean	_____	_____
Laundry Workers – Olean	_____	_____
Laundry Workers – Machias	_____	_____
Proposed Total Wages Fringes	_____	_____

L. 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 supplies and such other materials and expenses necessary for it to render proper performance of the laundry services program as stated.

M. 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 laundry department operations in healthcare institutions, in addition to any local and federal regulations.

N. SPECIFICATIONS FOR LAUNDRY SERVICES TO RESIDENTS OF THE PINES HEALTHCARE & REHABILITATION CENTERS

Operation of the complete laundry 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.

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

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. In order to facilitate evaluation of bids, bidder **MUST** address each item in the order that it appears.

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. (see J.1.a. on page 15)	
2.	Past experience of at least three (3) years of successfully operating a complex laundry services operation of the magnitude and scope as outlined in these specifications. (see J.1.b. on page 15)	
3.	List of current Clients (include name of contact person) presently served by the Bidder to prove demonstrated experience operating a laundry services operation of the magnitude and scope described in the specifications. (see J.1.c. on page 15)	
4.	For #3 (above) include CMS or DOH deficiencies for each client listed for the last two Surveys. (J.1.c. on page 15)	
5.	List of terminated contracts within the past 12 months. (see J.1.d. on page 15)	
6.	Quality Assurance Program for laundry services operation. (see I.2. on page 12)	
7.	Resumes/sample specifications of prospective Laundry services Manager/Supervisor. (see I.6. on page 13)	
8.	Master staffing plan for management & hourly staff including # of hours worked each shift for each position and organizational chart. (see I.14. on page 14 and I.16. on page 14)	
9.	Wage and Benefit administration plan including rates of pay by job title. (see J.1.h. on page 15)	
10.	Photo or illustration and written description of employee uniform. (see I.10 on page 13)	
11.	Plan on how laundry services will be provided in the event of disaster and or emergency at the Skilled Nursing Facility. (see J.1.j. on page 16)	
12.	Detailed plan of transition. (see J.1.k. on page 16)	
13.	Bid Contact Information Sheet (page 20)	
14.	Bid Proposal Form (page 21)	
15.	Non-collusive Bidding Certificate (page 33)	
16.	Legal Status Information (page 34)	
17.	Acknowledgement (pages 35 – 36)	
18.	Bid for Performance (page 2 #2 and J.3. on page 16) (page 37)	
19.	Iran Divestment Act of 2012 (page 38)	
20.	Bid Bond (made out to Cattaraugus County Treasurer) (page 2, #1 and J.2. on page 16)	
21.	Insurance Certificate (Appendix A) (#28 on page 4 and F.6. on page 9)	
22.	Verifications of insurance coverage (i.e. fire, theft, etc.) for Contractor. (see F.6 on page 9)	
23.	HIPAA Business Associate Agreement (Appendix B) (Make sure to complete last page of agreement)	
24.	The original and five (5) copies of Bid submission with all required documentation must be made on or before 1:45 PM on Thursday, November 4, 2021, to the following address: Cattaraugus County DPW, 8810 Route 242, Little Valley, NY 14755 Attn: Dawn Smith.	

CATTARAUGUS COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

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

The Pines Healthcare & Rehabilitation Centers
Operated by
Cattaraugus County
Department of Nursing Homes

Laundry Services
BID PROPOSAL FORM

Please complete the following as indicated:

Required Services

1. Total Annual Management / Processing Fee:
\$ _____ (Annual Cost for the period 1/15/22 – 1/14/24)
2. Total Annual Management / Processing Fee as indicated above:
\$ _____ (for the period 1/15/24 – 1/14/26)
\$ _____ (for the period 1/15/26 – 1/14/28)

Option for Providing Additional Services

1. Total Annual Management / Processing Fee including items listed at the bottom of Page 26
\$ _____ (Annual Cost for the period 1/15/22 – 1/14/24)
2. Total Annual Management / Processing Fee as indicated above:
\$ _____ (for the period 1/15/24 – 1/14/26)
\$ _____ (for the period 1/15/26 – 1/14/28)
3. _____ Turnaround time needed to clean and return personal laundry to Machias

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Phone Number
_____	_____
Street Address	Fax Number
_____	_____
City, State, Zip	Email Address

CATTARAUGUS COUNTY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

Exhibit A

THE PINES HEALTHCARE & REHABILITATION CENTERS - MACHIAS CAMPUS
STATISTICAL REVIEW OF OPERATIONS-2020

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
LAUNDRY USAGE													
TOTAL PIECES PROCESSED:													
BED SPREADS	460	537	421	469	405	458	512	540	543	554	538	582	6019
BIBS	687	677	657	621	598	645	597	668	543	685	540	526	7444
BATH BLANKETS	157	173	204	94	89	156	184	168	154	143	163	196	1881
GOWNS	814	803	903	827	1029	1139	1104	1132	1268	1204	1153	1116	12492
PADS-LARGE	3915	3739	3505	3213	3325	3468	3500	3638	3526	3683	3580	3824	42916
PADS-SM	0	0	0	0	0	0	0	0	0	0	0	0	0
PILLOW CASES	729	790	811	819	1143	914	757	806	819	827	759	764	9938
FITTED SHEETS	485	490	454	512	440	449	528	512	508	500	487	558	5923
FLAT SHEETS	675	725	609	587	600	597	626	657	680	686	682	668	7792
BATH TOWELS	3648	3370	2870	2932	3058	3317	2730	2918	2876	2913	2533	2919	36084
HAND TOWELS	11069	10136	9788	10981	10033	10756	9206	10586	10221	10522	10478	11474	125250
WASH CLOTHS	20677	19904	21327	20851	20954	22726	21509	23304	22360	21896	22277	21588	259373
LAUNDRY BAGS	884	369	365	305	314	324	795	817	861	853	829	937	7453
NAPKINS	3852	3804	3892	4169	4685	4462	4649	4738	4416	4459	4731	4640	52497
BARBER/BEAUTY SHOP	0	0	0	0	0	0	0	0	0	0	0	0	0
HOUSEKEEPING/RAGS	0	0	0	0	0	0	0	0	0	0	0	0	0
USAGE PER RESIDENT DAY													
BED SPREADS	0.13	0.16	0.12	0.15	0.12	0.14	0.16	0.16	0.17	0.17	0.17	0.18	0.15
BIBS	0.19	0.20	0.19	0.19	0.18	0.20	0.18	0.20	0.17	0.21	0.17	0.16	0.19
BATH BLANKETS	0.04	0.05	0.06	0.03	0.03	0.05	0.06	0.05	0.05	0.04	0.05	0.06	0.05
GOWNS	0.23	0.24	0.26	0.26	0.30	0.35	0.34	0.34	0.40	0.36	0.36	0.35	0.32
PADS-LARGE	1.11	1.13	1.01	1.00	0.98	1.08	1.07	1.10	1.11	1.12	1.12	1.19	1.08
PADS-SM	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
PILLOW CASES	0.21	0.24	0.23	0.25	0.34	0.28	0.23	0.24	0.26	0.25	0.24	0.24	0.25
FITTED SHEETS	0.14	0.15	0.13	0.16	0.13	0.14	0.16	0.16	0.16	0.15	0.15	0.17	0.15
FLAT SHEETS	0.19	0.22	0.18	0.18	0.18	0.19	0.19	0.20	0.21	0.21	0.21	0.21	0.20
BATH TOWELS	1.03	1.02	0.83	0.91	0.90	1.03	0.84	0.89	0.91	0.88	0.79	0.91	0.91
HAND TOWELS	3.13	3.06	2.83	3.42	2.96	3.35	2.83	3.21	3.23	3.19	3.27	3.57	3.17
WASH CLOTHS	5.85	6.02	6.17	6.49	6.19	7.07	6.61	7.07	7.06	6.63	6.96	6.71	6.56
LAUNDRY BAGS	0.19	0.11	0.11	0.09	0.09	0.10	0.24	0.25	0.27	0.26	0.26	0.29	0.19
NAPKINS	1.09	1.15	1.13	1.30	1.38	1.39	1.43	1.44	1.39	1.35	1.48	1.44	1.33
LAUNDRY POUNDAGE PROCESSED													
PADS	5873	5609	5258	4820	4988	5202	5250	5457	5289	5525	5370	5736	64377
TERRY	6934	6512	6372	6461	6288	6894	6140	6730	6499	6528	6400	6831	78589
PERSONAL	9260	8708	8876	8468	8165	8359	8043	8295	7756	7994	7892	8023	99839
TOTAL POUNDS/MONTH	22067	20829	20506	19749	19441	20455	19433	20482	19544	20047	19662	20590	242805
AVG POUNDS/RESIDENT DAY	6.24	6.29	5.93	6.14	5.74	6.36	5.97	6.22	6.17	6.07	6.14	6.40	6.14

Exhibit A

THE PINES HEALTHCARE & REHABILITATION CENTERS-OLEAN CAMPUS STATISTICAL REVIEW OF OPERATIONS-2020

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTAL
LAUNDRY-TOTAL PIECES PROCESSED:													
BED SPREADS	369	366	312	363	391	377	379	387	322	386	356	383	4391
BIBS	3064	2569	1696	1026	1021	818	591	691	739	556	341	279	13391
BATH BLANKETS	130	115	104	145	126	91	79	121	83	135	104	227	1460
GOWNS	2034	2125	1988	2039	1988	2083	2037	2137	1716	1798	1673	1709	23327
PADS-LARGE	4827	4330	4147	4553	4548	4587	4866	4552	3829	3764	3728	3765	51496
PILLOW CASES	656	576	588	668	689	665	691	678	489	610	514	495	7319
FITTED SHEETS	538	493	437	533	467	477	515	485	392	407	352	371	5467
FLAT SHEETS	577	597	554	576	572	552	571	570	454	475	435	447	6380
BATH TOWELS	1869	1833	2045	1741	1574	1684	2376	1881	1662	1681	1401	1419	21166
HAND TOWELS	9857	9131	10587	9604	10116	10336	10799	10695	9419	9447	8782	8994	117767
WASH CLOTHS	26666	23215	22782	23540	26063	25591	25998	23895	21829	21910	20927	22073	284489
LAUNDRY BAGS	1899	1737	1794	1717	2546	1681	1624	1742	1604	1505	1506	1392	20747
NAPKINS	10118	9654	9946	9178	9425	9434	9020	9401	8658	8248	7438	7611	108131
TABLECLOTHS	912	876	387	0	0	0	0	0	0	0	0	0	2175
BARBER/BEAUTY SHOP	144	61	0	0	0	0	0	0	0	0	0	0	205
RAGS	4160	4310	4383	4063	3735	3524	4613	4928	4793	4962	4697	5160	53328
USAGE PER RESIDENT DAY													
BED SPREADS	0.10	0.11	0.09	0.11	0.12	0.12	0.12	0.12	0.11	0.13	0.12	0.13	0.11
BIBS	0.87	0.76	0.48	0.32	0.31	0.25	0.18	0.21	0.25	0.18	0.12	0.09	0.35
BATH BLANKETS	0.04	0.03	0.03	0.05	0.04	0.03	0.02	0.04	0.03	0.04	0.04	0.08	0.04
GOWNS	0.58	0.63	0.57	0.64	0.60	0.64	0.64	0.65	0.57	0.59	0.58	0.57	0.60
PADS-LARGE	1.37	1.28	1.18	1.42	1.38	1.41	1.52	1.38	1.27	1.23	1.28	1.25	1.33
NAPKINS	2.87	2.85	2.83	2.86	2.86	2.91	2.82	2.86	2.87	2.70	2.56	2.52	2.80
PILLOW CASES	0.19	0.17	0.17	0.21	0.21	0.20	0.22	0.21	0.16	0.20	0.18	0.16	0.19
FITTED SHEETS	0.15	0.15	0.12	0.17	0.14	0.15	0.16	0.15	0.13	0.13	0.12	0.12	0.14
FLAT SHEETS	0.16	0.18	0.16	0.18	0.17	0.17	0.18	0.17	0.15	0.16	0.15	0.15	0.17
BATH TOWELS	0.53	0.54	0.58	0.54	0.48	0.52	0.74	0.57	0.55	0.55	0.48	0.47	0.55
HAND TOWELS	2.80	2.70	3.02	2.99	3.07	3.19	3.38	3.25	3.12	3.09	3.03	2.98	3.05
WASH CLOTHS	7.57	6.86	6.49	7.34	7.92	7.89	8.13	7.27	7.24	7.17	7.21	7.30	7.36
RAGS	1.18	1.27	1.25	1.27	1.13	1.09	1.44	1.50	1.59	1.62	1.62	1.71	1.38
LAUNDRY BAGS	0.54	0.51	0.51	0.54	0.77	0.52	0.51	0.53	0.53	0.49	0.52	0.46	0.54
TABLECLOTHS	0.26	0.26	0.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.06
LAUNDRY POUNDAGE PROCESSED													
PADS	7241	6495	6220	6829	6822	6880	7299	6828	5743	5646	5592	5647	77242
TERRY	6293	5720	6328	5878	6143	6144	6624	6217	5513	5628	5169	5561	71218
PERSONAL	8349	7680	7730	7897	8234	7970	7929	8257	7650	7694	7179	7601	94170
TOTAL POUNDS/MONTH	21883	19895	20278	20604	21199	20994	21852	21302	18906	18968	17940	18809	242630
AVG POUNDS/RESIDENT DAY	6.21	5.88	5.78	6.42	6.44	6.47	6.84	6.48	6.27	6.21	6.18	6.22	6.28

Exhibit B

Cattaraugus County Department of Nursing Homes

Laundry Services Specifications

REQUIRED SERVICES

A. Quality Control

1. Periodically test all washroom formulas to maintain the proper PH of wash solutions for maximum life of linens and maintain logs.
2. Take water softness tests periodically to assure safe levels of water hardness and proper washroom formulas and maintain logs.
3. Adjust washroom formulas to proper water hardness for highest quality whiteness.
4. Treat stained linens with special treatment formulas.
5. Conduct monthly quality monitoring audit per approved standards, and participate in facility wide Quality Improvement Committee/projects.

B. Linen Service Control

1. All linen usage areas will be recorded as to their exact location and frequency of service.
2. Daily linen requirement will be developed and recorded for each linen usage area, to hold to a minimum the amount of linen issued various areas.
3. A complete list of all linen used by the Department of Nursing Homes and the specifications for each item will be developed.
4. Total circulating inventory requirements will be developed showing the quantity of each item of linen needed in circulation to maintain effective service to usage areas seven days per week.
5. A linen program will be maintained to show the amount of linen required to bring circulating linen to acceptable levels and the amount of linen required in storage for the systematic maintenance of circulating inventory levels.
6. Department of Nursing Homes will provide and maintain circulating linen inventories at such levels that will permit a five-day linen processing workweek. Seven days of collection and distribution. Emergency disaster pars will be maintained to assure a 2-week service.
7. Complete linen inventories will be held semiannually.
8. Replacement requirements will be determined and presented to the Director of Nursing Homes following each inventory for discussion and approval.
9. Inventory and replacement records to Nursing Home will show:
 - a. Total linen depletion for each item from one inventory to the next.
 - b. Average loss per month each item.
 - c. Total replacement cost per item.
 - d. Estimated monthly linen replacement requirements.
 - e. Circulating and stores requirements.
 - f. Monthly linen input schedule.
 - g. New linen put in service.
10. Linen usage within the Department of Nursing Homes will be studied periodically to determine and adjust for changes in daily usage. Unusual usage will be checked and corrected when necessary.
11. Job descriptions will be developed for each assigned position in the Laundry Department in accordance with the Department of Nursing Homes guidelines.

Exhibit B

12. Record total weekly poundage, laundered to establish pounds per day and pounds per unit.
13. Laundry manager will make periodic rounds of user areas to ensure proper par leveling of linen stock.

C. Soiled Linen

1. Pick up soiled linen on a timely basis from soiled linen rooms and deliver to laundry seven days per week. (Olean Facility only.)
2. Keep soiled linen rooms clean and free from excessive amounts of soiled linen. (Olean Facility only.)
3. Schedule soiled linen pick up on a timely basis to provide maximum workflow through the laundry. (Olean Facility only.)
4. Clean 'soiled linen' carts weekly or as necessary and clean 'clean linen' carts monthly.
5. Remove all resident bed linen from residents' bed on bath day and make bed with fresh linen (Olean Only).

D. Linen Distribution

1. Deliver linen daily to nursing areas.
2. Load linen carts with stacks of sheets, pillowcases, towels, etc.
3. Unload contents of carts delivered by laundry truck. (Machias Facility only.)

E. Washroom Procedures

1. Establish wash cycles to provide the highest possible quality work and maximum output.
2. Control wash cycles to use a minimum amount of steam, water, and electricity.
3. Establish a coordinated preventative maintenance program for washroom equipment and corresponding logs.
4. Maintain a program to keep equipment clean and free from solution buildups.
5. Weigh each load of linens on laundry scale before washing to provide proper loading of machines. Keep records by wings.
6. Random check various completed wash loads to control PH of final washing operation.
7. Keep water drains clean and free from refuse.
8. Establish optimum extraction time for each machine to ensure maximum output.
9. Establish proper loading procedures.
10. Check all safety devices periodically.
11. Establish standard procedure of all equipment maintenance requests being put in writing.

F. Care of Tumbler Dryers/Conditioners

1. Empty lint traps daily.
2. Check ductwork quarterly.
3. Empty tumbler when stopped.
4. Note the readings of temperature gauges, monitoring lights or buzzers and timers and report any that are inoperative.
5. Check cooling level monthly for proper operation.

Exhibit B

G. Equipment

1. In case of a breakdown of any equipment, operate the laundry with the equipment that is functioning to insure as much production as possible.
2. Adjust employee schedules to work around equipment breakdowns providing maximum efficiency.
3. Distribute a minimum amount of linen to departments in emergency situations.
4. Inform all nursing units immediately upon a breakdown.
5. Develop a contingency plan that will provide linen to the Nursing Home in the event of a long-term breakdown. Revise this plan annually.

H. Safety

1. Establish rules of safety to minimize accidents and maximize infection control.
2. Institute training sessions quarterly on safety procedures to be followed on the job.
3. Establish policies and procedures for incident and accident reporting and follow up.
4. Check safety switches on washer/extractors regularly.
5. Check doors on washer/extractors regularly for looseness.
6. Follow all applicable facility and resident-specific safety practices.
7. Provide and maintain MSDS Book specific to all laundry chemical/products.

I. Linen Repair and Fabrication

1. Maintain a record of all discarded linen.
2. Clean light fixtures on a scheduled program.
3. Clean high dust pipes weekly.
4. Clean exhaust and pusher fans weekly.
5. Check wheels on baskets, linen carts, and other rolling stock daily for broken wheels, excessive string, etc.

J. General Activity

1. Participation in Facility Administrative Staff Meetings, Quality Assurance Meetings and other applicable projects.
2. Assist in preparing laundry section of The Pines annual budget.
3. Explore new ways to assure efficiency.

OPTION FOR PROVIDING ADDITIONAL SERVICES

In addition to the above services also provide resident personal linen and linen distribution service for the Machias facility. This includes but may not be limited to:

- Clean and fold resident personal laundry
- Distribute and put away resident personal laundry in the resident rooms
- Distribute linen to the nursing units as needed
- Pick up soiled linen from soiled linen rooms and transport to the basement holding area
- Prepare soiled linen carts for transport to the Olean facility
- Receive clean linen carts and transfer onto shelved carts
- Provide turnaround time needed to clean and return personal laundry to Machias

EXHIBIT C

**THE PINES HEALTHCARE & REHABILITATION
CENTERS
LISTING OF MAJOR LAUNDRY EQUIPMENT**

<u># OF</u>	<u>DESCRIPTION OF EQUIPMENT</u>
1	60 LB. WASHER/EXTRACTOR
1	65 LB. WASHER/EXTRACTOR
1	130 LB. WASHER/EXTRACTOR
1	150 LB. WASHER EXTRACTOR
3	125 LB. DRYERS
1	75 LB. DRYER

All washers utilize Ozone System

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)(i) 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 will 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.

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, at _____ 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 _____ at _____.

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: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____

CONTRACT TO BE SENT TO: Principal Office _____ 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

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 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

Business Associate

By: _____

By (sign): _____

Name: _____

Name (print): _____

Title: Chairman
Cattaraugus County Legislature

Title: _____

Date: _____

Date: _____