

SPECIFICATIONS  
AND  
BID FORMS  
FOR  
**PRESCRIPTION SERVICES**

THE PINES HEALTHCARE & REHABILITATION CENTERS  
MACHIAS, NY  
OLEAN, NY

Operated By  
CATTARAUGUS COUNTY  
DEPARTMENT OF NURSING HOMES

HUMAN SERVICES COMMITTEE  
CATTARAUGUS COUNTY LEGISLATURE  
303 COURT STREET  
LITTLE VALLEY, NY 14755

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Olean Campus  
2245 West State Street  
Olean, NY 14760  
120 Beds

Machias Campus  
9822 Route 16, PO Box 310  
Machias, NY 14101  
115 Beds

## **BID ADVERTISEMENT**

Sealed bids for the purchase of certain materials, equipment, and/or services, for the Cattaraugus County Department of Nursing Homes, according to specifications, will be received by the undersigned, at the The Pines Healthcare & Rehabilitation Center-Olean Campus, 2245 West State Street, Olean, New York, until **Friday, September 19, 2025 at 1:45 P.M.** after which they will be publicly opened at 2:00 P.M. (at the same location).

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

#### **NH BID #2 – PRESCRIPTION SERVICES for The Pines Healthcare & Rehabilitation Centers – Machias and Olean Campus**

Any bid not clearly marked will not be considered.

Bidding sheets and instructions may be obtained electronically at <https://www.cattco.org/bid-request> on or after **Friday, September 5, 2025**, at The Pines Healthcare & Rehabilitation Center – Olean Campus, 2245 West State Street, Olean, NY 14760; telephone Christie Little at 373-1910, extension 4514 or email at [calittle@cattco.org](mailto:calittle@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 The Pines Healthcare & Rehabilitation Center-Olean Campus, 2245 West State Street, Olean, NY 14760. Attn: Kelly Reed by **Friday, September 19, 2025, at 1:45 PM.**

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

Kelly Reed  
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 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 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.

## **NOT RERQUIRED**

### 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 must be made within six months of date of award of bid by Cattaraugus County Legislature. 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, assuring compliance before work is started, and disseminating any information to 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.

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. ALTERNATE SOURCE:

Where a New York State bid or a bid from another municipality results in an award for an item herein at a total price which is more favorable than that of the bidder to whom an award is made herein, and such price is available to County, County reserves the right to purchase from the State bid or from such other, alternate bid, notwithstanding its award to the lowest responsible bidder herein, after offering the County bid awardee an opportunity to meet or better the item price.

**THE PINES HEALTHCARE & REHABILITATION CENTERS  
MACHIAS AND OLEAN FACILITIES**

**SPECIFICATIONS**

**PRESCRIPTION SERVICES**

THE DEPARTMENT OF NURSING HOMES, CATTARAUGUS COUNTY, which operates the 120 bed Pines Healthcare & Rehabilitation Center, Olean Campus and the 115 bed Pines Healthcare & Rehabilitation Center, Machias Campus, is seeking a bid for Prescription Services. The Cattaraugus County Department of Nursing Homes is licensed by the New York State Department of Health. Bidders who elect to respond to this invitation to bid shall familiarize themselves with the particular requirements of the State Health Department. The successful bidder should be aware that it is their responsibility to certify their compliance with all pertinent requirements throughout the duration of service. The following conditions prevail and the bidder agrees to abide by these conditions and render services to the Department of Nursing Homes.

The bidder will provide prescriptions, and may provide pharmaceutical supplies and equipment to each facility maintained by the Department of Nursing Homes and to its residents therein upon the following terms and conditions.

**CONTRACT TERM**

1. The contract term shall be for the period from January 1, 2026 through December 31, 2028. The Department of Nursing Homes will maintain the option to renew the contract two (2) times for an additional two (2) year periods each at the bid pricing.
2. The contract will also provide for renegotiation by either party if there are significant changes in the Medicare Part D Prescription Program. Either party may open said renegotiation with a thirty (30) day written notice.
3. The Department of Nursing Homes agrees to assume professional and administrative responsibility for all services addressed in these specifications.

**BASIS OF AWARD**

1. Bid must be received pursuant to the "Advertisement for Bids", see page one (1).
2. The contract will be awarded to the lowest responsible bidder meeting all criteria herein. Cattaraugus County Legislature has the right to reject any and all bids.
3. Bidder must submit a bid based on "cost plus percentage (%)" methodology for all prescriptions, with bid stating percentage (%) of markup, minimum charge for prescriptions and prompt pay discount if bill is paid within twenty (20) days.
4. The calculation of the lowest bid will be determined by combined total cost of the Exhibit NH4 list of drugs, plus the percentage markup bid, less the prompt pay discount percentage offered. An example of this calculation is as follows: assuming a combined total cost of the list of medication costs at \$5000.00 (Exhibit NH4), a markup of 10% and a prompt pay discount of 2%, the lowest bid will be calculated using the formula of \$5000.00 (total of drugs) x 1.10 (10% markup) x .98 (2% discount).
5. The credit policy may be considered in the final selection of the awarded bid.

6. Bidder shall submit name of drug vendor(s) that bid is based on.
7. There shall not be any additional fee for **delivery** of medication.
8. The bidder must supply 15 copies (8 copies for Olean facility and 7 copies for Machias facility) of a current edition of an agreed upon **drug reference manual** which is updated at least annually.

### **CONTRACT REQUIREMENTS**

1. The bidder will be duly **registered and licensed** in the State of New York, and agrees to comply with all applicable New York State, Federal, and local laws and the policy and procedure manual of each facility as may be amended from time to time at each facility.
2. The bidder agrees to **comply** with all pertinent provisions of Chapter V of the New York State Health Code, and the United States Department of Health and Human Services' Social Security Requirements of Title XVIII, Medicare, and Title XIX, Medicaid in the provision of these services.
3. The bidder must make its **books and records** available to the federal, state and local regulatory agencies, for a period up to six (6) years after services are furnished.
4. Both parties to any contract agree to comply with State and Federal laws which prohibit **discrimination** to any person based on Age, Race, Creed, Color, National Origin, Blindness, Sex, Sexual Preference, Sponsor, or Handicap.

### **CONTRACT SERVICES**

#### **Billing Data**

1. Bidder must be able to bill private pay residents and third party insurance plans directly.

#### **Carts:**

1. The bidder agrees to furnish medication carts to the facilities which meet State regulations and are acceptable to the facility in make and model (4 carts in Machias, 6 carts in Olean). These carts should be neighborhood friendly (i.e. not look institutional). The carts will remain the property of the bidder who shall be responsible for the timely repair and maintenance of the carts. In the event that a cart needs repair and is unusable, immediate replacement is required.
2. The bidder agrees to furnish treatment carts to the facilities which meet State regulations and are acceptable to the facility in make and model (4 carts for Machias, 3 carts for Olean). These carts should be neighborhood friendly (i.e. not look institutional). The carts will remain the property of the bidder who shall be responsible for the timely repair and maintenance of same. In the event that a cart needs repair and is unusable, immediate replacement is required.
3. The bidder agrees to furnish pulse oximetry machines for every medication cart in the Machias facility and the Olean facility (4 in Machias, 3 in Olean). The pulse oximetry machines will remain the property of the bidder who shall be responsible for the timely repair and maintenance of same. In the event that one of these machines needs repair and is unusable, immediate replacement is required.

#### Data Access:

1. The Department of Nursing Homes agrees to notify the bidder of the daily census and all changes as they may occur. The Department will give the bidder reasonable access to all resident records, facilities, and supplies necessary for the performance of the bidder's duties herein, and the bidder agrees that the bidder will furnish the Department, upon request, all reciprocal information related to the drugs and supplies furnished to the facility or residents therein. In order that this written communication is made in a timely manner, the bidder will supply each facility with a plain paper fax machine for pharmacy use. The bidder will also have an email address designated for communication from the facilities' nursing staff accessible on a regular basis.
2. The bidder will supply the following reports of both facilities to the Department of Nursing Homes business office (Olean facility) on a monthly basis at no additional cost:
  - (a) Resident Usage Report
    - Sorted by resident and date of prescription.
    - Sorted by physician, resident, and unit.Report will show all prescription detail plus cost of drug.
  - (b) Drugs Usage Report
    - Sorted and summarized by highest usage.
    - Sorted and summarized by highest cost.
    - Sorted and summarized by formulary/non-formulary.  
(formulary provided by facility)
    - Sorted and summarized by generic and non-generic utilization.
  - (c) Availability of other requested reports; on an as-needed basis.  
Such reports may include: antibiotic usage reports, psychotropic drug reports, top ten resident medication usages, and the top ten resident medication cost reports. The bidder shall agree to provide these reports whenever requested and at whatever frequency requested by the facility.
3. The bidder must maintain and keep current a resident profile on all residents of each facility. The bidder shall notify the Department of Nursing Homes of potential problems in a resident's drug regimen in a form acceptable to the Department of Nursing Homes.

#### Emergency Medicine Kits: (Exhibits NH1 & NH2)

1. The bidder will supply, maintain, and distribute an emergency medicine kit as outlined in each facility's policy and procedure manual (contents to be mutually agreed upon). All items supplied in the emergency kit shall be provided free of charge by the bidder. Whereby an emergency medication is used from the emergency box, the bidder will be notified immediately as to the item used and the resident name for billing purposes. The item used will be replaced within 24 hours after notification of use. It is the bidder's responsibility to make sure the emergency box does not contain any expired medications. Each box shall contain an external listing of contents with expiration dates. Replacement boxes are supplied free of charge. Par levels in the emergency drug box to be based upon use and adjusted upon request. An automatic dispensing machine (ADM) is preferred with machine and installation covered. Show bid for with ADM and without ADM.

Labels:

1. Label changes: In the event a new label is needed for a medication, a 48 hour supply of the medication shall be sent, while the existing container is returned for a new label and returned to the facility within 48 hours.
2. Label errors: In the event of a label error by the vendor pharmacy, it will be the bidder's responsible to make the necessary correction(s) at no cost to the facility and delivered to the facility with the next delivery. The mislabeled prescription will be returned via the delivery service mechanism in place.
3. Label directions: Any medication delivered to the facility shall have exact directions for administration. Example: Medications that require mixing or a fractional dose will be labeled for exact procedure needed for administration.
4. Labeling of all drugs and biologicals shall be based on currently accepted professional principles and include the appropriate accessory and precautionary instructions as well as the expiration date.
5. Whenever a generic substitute is used, the brand or trade name shall also be on the label. The bidder must notify the facility when drug brand has been changed or substituted.
6. Multi-use medication vials will be provided in a container with complete directions, while the actual vial will bear the resident's name. Example: insulin, eye medications, B-12 injectables, etc.

Medical Record Data

The bidder must supply the facilities with monthly computerized physician's orders, medication administration records, telephone order sheet, and psychoactive medication records or the like at no additional charge. Format must be acceptable to the facility. **Samples of same to be submitted with bid.** The medication administration sheets should reflect how the order is written even if the vendor is not providing the medication. Example: an over-the-counter medication. Any changes to the medication administration sheets should be incorporated in the next printing cycle.

The bidder will have the capability to support an e-MAR application that is part of the facilities' electronic medical records software if and when it is implemented. **Bidder must be able to integrate with facilities' electronic medical records (Point Click Care) at no cost to the facilities.**

Prescriptions:

1. The bidder agrees to furnish all prescriptions in blister pack or acceptable alternative when appropriate. Prescriptions will be supplied on a 7/14/30-day rotation period. \*There will be no additional charge if there is more than one (1) pack per month.  
**A sample pack is required with bid.**
2. The bidder agrees to perform the monthly replacement process on a timely basis. At the time of a drug replacement when a prescription is not filled by the bidder, the bidder must notify the facility immediately and a replacement made as soon as possible.
3. The bidder agrees to fill orders with the smallest quantity available unless the facility requests otherwise.

4. The bidder agrees to provide short-term dispensing (7 days) in prefilled, labeled medication packages (PACMED) when requested for short-term rehabs.
5. The bidder agrees to provide properly labeled prescriptions for those residents going out of the facility on "pass". Bidder to bill the facility for the specific quantity ordered.
6. The bidder agrees to promptly deliver to and pick up from each facility, prescriptions and supplies on a daily basis, seven (7) days per week, 24 hours a day, with one (1) delivery per day per facility; a second delivery will be provided when necessary and needed to stay in compliance with the administration of each medication. The process of reordering will be agreed upon by the Nursing Homes and the bidder.
7. The Department of Nursing Homes agrees to immediately notify the bidder of any changes in medication orders or new orders, so that proper medication therapy will not be interrupted. The bidder will be responsible for delivery on the same day ordered. The bidder must notify the facility (Nursing Supervisor) of any orders that cannot be filled by the end of the day so an alternative plan is initiated. Example: Obtain from another vendor; different drug order from physician, etc.
8. Normal delivery of all prescriptions will be Sunday through Saturday of each week. The bidder does agree to furnish prescriptions on holidays, off hours and emergencies. The Department of Nursing Homes will try to meet all medicinal needs for holidays and weekends to the best of its ability. Any emergency drug orders shall have the same pricing structure as non-emergency medication. The bidder must have in place an alternate delivery plan for unforeseen delays; such as, storms, delivery truck break down, etc. The bidder will be responsible for timely refills.
9. The bidder will charge the Department of Nursing Homes for each prescription based on "cost" plus a negotiated percentage (%) add-on. This cost should reflect actual cost to bidder inclusive of rebating which bidder participates. This charge will include all costs and items mentioned in this agreement. Credit will be given for any returned drugs; for example, overlap in passes. The Department of Nursing Homes shall be given access to all bidder drug related costs. Invoice credits to be reviewed by the Department of Nursing Homes upon request. The bidder will provide the name of its drug vendor that "cost" will be based on.
10. Volume information (Exhibit NH3) shows, for illustration purposes only, the total number of prescriptions for a year and the in-house residents for a year. The County does not guarantee the number of prescriptions or residents.
11. Any controlled substance order/reorder activity between the bidder and the physicians must be communicated to the facility so the facility is aware of any delays.
12. Generic Equivalency of a given drug should be dispensed by the bidder whenever possible in accordance with Federal recommendations. A generic drug list will be supplied by the bidder for each medication cart. The list shall contain Trade/Brand/Generic names of all substances currently used by the bidder, and changes will be made by the bidder as they occur. The bidder will also supply a medication list of those medications that cannot be crushed for each medication cart and the nursing supervisor. Both lists shall be updated as changes occur. Bidder will work with the Department of Nursing Homes in approaching physicians to consider less costly alternatives for the drug initially ordered.
13. The bidder will have the ability to generate controlled substance prescriptions from an electronic file.

14. The bidder will provide Internet connectivity between facility and bidder. This will allow facility access to resident information for ordering medications and to complete other electronic functions as they develop.

**Professional Coverage:**

1. The bidder will have a qualified, licensed pharmacist on duty 24 hours a day. The pharmacist must be immediately reachable by telephone by each facility.
2. The bidder will make a licensed pharmacist available to attend the Pharmacy and Therapeutics Committee Meeting if requested by the Committee. The Nursing Home Pharmacy Therapeutics Committee will notify the bidder 10 days in advance of any such necessary attendance. Reports to the Quality Improvement Committee may also be requested by the facilities.
3. In the event of an emergency, the bidder will have in place an arrangement with a local pharmacy that is acceptable to the County, for medications of an immediate nature.
4. The bidder will have a nurse consultant to act as a liaison between the bidder and the facilities.
5. The bidder will provide semi annual in-services in each facility to educate clinical staff. Topics to be mutually agreed upon between bidder and the Directors of Nursing Services.

**PAYMENT**

The Department of Nursing Homes agrees to pay the bidder on a monthly basis. This will be done upon receipt of the bidder's voucher and invoice listing (1) each resident's name, (2) prescription number, (3) name of medication, (4) actual amount issued, (5) date supplied and (6) cost of prescription. A separate voucher/invoice should be issued for each facility (Olean & Machias). The Department agrees to pay the vendor the gross amount of the bill within 30 days. If the bidder allows a prompt payment discount (% to be stated on Page 16, Item 24) then payment will be made by the Department within 20 days of receipt of the bill. Otherwise, payment will be made within 30 days of receipt of the invoices. The bidder will make available to the Department of Nursing Homes all records necessary to show cost of all medications supplied upon request. The bidder agrees to credit at full cost any medication that is unused and is reusable in accordance with State and Federal laws.

**EMERGENCY MEDICAL KIT  
OLEAN FACILITY**

<b>NON-INJECTABLES ANTIBIOTICS/ANTI-INFECTIVES</b>	<b>QTY</b>	<b>INJECTABLES ANTIBIOTICS</b>	<b>QTY</b>
Amoxicillin 250 mg	12	Ampicillin 500 mg	4
Amoxicillin/Clavulanic Acid(Augmentin) 500 mg	4	Ceftriaxone (Rocephin) 1 gm	4
Cefuroxime (Ceftin) 250 mg	10	Gentamicin 80 mg/2 ml	2
Arithromycin (Zithromax) 250 mg	4	Lidocaine 1% 10 ml	4
Ciprofloxacin (Cipro) 250 mg	10	Bacteriostatic Water for Inj. 30 ml	1
Clarithromycin (Biaxin) 500 mg	4	(Sodium Chloride 0.9% 10 ml) 30 ml	2
Doxycycline 100 mg	8	<b>ANTICOAGULANTS</b>	
Erythromycin 250 mg	8	Enoxaparin (Lovenox) 30 mg/0.3 ml	2
TMP/SMX DS (Bactrim DS, Septra DS)	8	Enoxaparin (Lovenox )40 mg/0.4 ml	2
<b>ANTI-EMETICS</b>		Heparin 5,000 units/ml	2
Prochlorperazine (Compazine) 5 mg	5	<b>ANTIDIABETICS</b>	
Prochlorperazine Supp. (Compazine) 25mg	2	Novolin N 10 ml	1
<b>CARDIAC OR RELATED</b>		Humulin R 3 ml	1
Clonidine (Catapres) 0.1 mg	5	<b>ANTIPSYCHOTIC</b>	
Diltiazem (Cardizem) 30 mg	10	Haloperidol (Haldol) 5 mg/ml	4
Furosemide (Lasix) 20 mg	10	<b>CARDIAC</b>	
Nitroglycerin Sublingual 0.4 mg	25	*Atropine 0.4 mg/ml	2
Potassium Chloride Liquid 15 m./20 mEq	4	Epinephrine (Adrenalin) pens 1 mg/ml	2
Sod Polystyrene Sulfonate(Kayexalate) 60 ml/15mg	4	*Furosemide (Lasix) 100 mg/10 ml	3
Warfarin (Coumadin, Jantoven) 1 mg	5	<b>MISCELLANEOUS</b>	
Warfarin (Coumadin, Jantoven) .5 mg	5	Glucagon 1 mg	2
<b>RESPIRATORY</b>		Epinephrine (Adrenalin) 1 mg/ml	2
Albuterol Nebulizer (Proventil)	5	Naloxone (Narcan) spray 0.4 mg/ml	2
<b>MISCELLANEOUS</b>		*Phytonadione (Vitamin K) 10 mg/ml	1
Prednisone 5mg	16	Filter Needle 19 G 1½"	2
Zyprexa Zydis 5 mg	2	Pen Needle (Novo Autocover 30 G)	2
<b>CONTROLLED SUBSTANCE</b>			
Alprazolam Tab 0.25 mg (Xanax)	5	<b>*CAN BE USED FOR ORAL</b>	
Ambien Tab 5 mg	5	<b>ADMINISTRATION</b>	
Duragesic Patch 25 mcg	4		
Hydrocodone/APAP Tab 5/500 (Lortab)	20		
Hydrocodone/APAP Tab 7.5/500 (Lortab)	20		
Hydrocodone/APAP Tab 10/500 (Lortab)	20		
Lorazepam Tab 0.5 mg (Ativan)	5		
Oxycodone/APAP Tab 5/325 (Percocet)	20		
Roxanol 20mg/ml 0.25 pre filled syringes	20		

\*We need to know if the contents of this emergency kit are going to change

**EMERGENCY MEDICAL KIT  
MACHIAS FACILITY**

<b>NON-INJECTABLES ANTIBIOTICS/ANTI-INFECTIVES</b>	<b>QTY</b>	<b>INJECTABLES ANTIOBIOTICS</b>	<b>QTY</b>
Amoxicillin 250 mg	8	Ceftriaxone (Rocephin) 1 gm	2
Amoxicillin/Clavulanic Acid(Augmentin) 500 mg	4	Gentzomicin Inj. 2 ml/80 mg	4
Cephalexin (Keflex) 250 mg	8	Lidocaine 1% 10ml	2
Cipro 250mg	8	Bacteriostatic Water for Inj. 30 ml	2
Levofloxacin (Levaquin) 250 mg	4	<b>ANTICOAGULANTS</b>	
Metronidazole (Flagyl) 250 mg	8	Enoxaparin (Lovenox) 60 mg/0.6 ml	2
Nitrofurantoin (Macrochantin) 50 mg	8	Heparin 5,000 units/ml	2
SMX/TMP DS (Bactrim DS, Septra DS)	8	<b>ANTIDIABETICS</b>	
Zithromax 250 mg	4	Humulin N 3 ml	1
<b>ANTI-EMETICS</b>		Humulin R 3 ml	1
Ondansetron (Zofran) ODT 4 mg	4	Humalog 3 ml	1
Prochlorperazine Supp. (Compazine) 25mg	4	<b>ANTI HISTAMINES</b>	
<b>CARDIAC OR RELATED</b>		*Diphenhydramine (Benadryl) 50mg/1 ml	2
Cardizem 30 mg	4	*Hydroxyzine 50 mg / 1 ml	2
Clonidine (Catapres) 0.1 mg	8	<b>ANTIPSYCHOTIC</b>	
Eliquis 5gm	2	Haloperidol (Haldol) 5 mg/ml	2
Furosemide (Lasix) 20 mg	8	<b>CARDIAC-Injectable</b>	
Lokelma 10 mg pkg	2	Epinephrine (Adrenalin) 1 mg/ml	2
Nitroglycerin Sublingual 0.4 mg	25	*Furosemide (Lasix) 40 mg/4 ml	4
Nitro Patch 0.2 mg	2	<b>MISCELLANEOUS</b>	
Potassium Chloride Liquid 10 mg tab	4	Baq Simi Nasal	1
Warfarin (Coumadin, Jantoven) 1 mg	10	Filter Needle 19G 1½ “	2
Warfarin (Coumadin, Jantoven) 2.5 mg	5	Glucagon 1 mg	1
<b>RESPIRATORY</b>		Ketorolac (Toradol) 30 mg/ml	4
Albuterol Nebulizer (Proventil)	5	Methylpredisolone (Solu Medrol) 40mg	2
Ipratropium/Albuterol (Duoneb)	5	Naloxone (Narcan) 1 mg/ml	2
<b>MISCELLANEOUS</b>		Ondansetron (Zofran) 2 mg/ml	4
Atropine Drops 1% 5 ml	1	Pen Needle (Novo Attocover 30 GA)	2
Prednisone 5mg	10	*Phytonadione (Vitamin K) 10 mg/ml	1
Vitamin K 5 mg	4		
Glucagon Kit	4	<b>*CAN BE USED FOR ORAL</b>	
<b>CONTROLLED SUBSTANCE</b>		<b>ADMINISTRATION</b>	
Alprazolam Tab 0.25 mg	5		
Duragesic Patch 25 mcg	4		
Hydrocodone/APAP Tab 5/500	12		
Hydrocodone/APAP Tab 7.5	12		
Lorazepam Tab 0.5 mg	4		
Oxycodone/APAP Tab 5/325	12		

**\*We need to know if the contents of this emergency kit are going to change**

**EXHIBIT NH3**

**THE PINES HEALTHCARE & REHABILITATION CENTERS  
OLEAN/MACHIAS FACILITIES**

**APPROXIMATE NUMBER OF PRESCRIPTIONS FOR 12 MONTH PERIOD (2024)**

	<b><u>Olean</u></b>	<b><u>Machias</u></b>	<b><u>Total</u></b>
Part A billed to The Pines	6,317	5,107	11,424
Part D and others billed to someone other than The Pines	<u>11,806</u>	<u>11,890</u>	<u>23,696</u>
<b>Totals</b>	<b>18,123</b>	<b>16,997</b>	<b>35,120</b>

**RESIDENT DAYS FOR 12 MONTH PERIOD (2024)**

	<b><u>Olean</u></b>	<b><u>Machias</u></b>	<b><u>Total</u></b>
Part A Days (including HMOs)	2,264	1,965	4,229
All Other Days	<u>41,103</u>	<u>39,264</u>	<u>80,367</u>
<b>Totals</b>	<b>43,367</b>	<b>41,229</b>	<b>84,596</b>

The County does not guarantee the number of prescriptions or resident days.

**EXHIBIT NH4**

List the actual cost paid to your supplier for the dosage and quantity of pharmaceuticals listed below. (Please list the size (cc or grams) and # in package.) If you have a minimum charge to fill a prescription, enter that amount if applicable. Utilize generic pricing when available and note specifics of all substitutions.

Drug	Dose	Quantity	Pharmacy's Cost or Minimum Prescription Cost if Applicable
ACETAMINOPHEN	325 mg	1000 tablets	
ADVAIR	250/50	1 discus/60 doses	
ARTIFICIAL TEARS DROPS		15 ml	
ALBUTEROL	0.83 mg/unit dose	1 box / 25 unit doses	
ARICEPT	10 mg	30 tablets	
ASPIRIN CHILDREN'S CHEWABLE	81 mg	72 tablets	
AVANDIA	2 mg	30 tablets	
BIOFREEZE GEL		120 gram tube	
CYANOCOBALAMIN	1000 mcg/ml	4 vials /4 ml each	
DIGOXIN	125 mcg	30 tablets	
EXELON	4.6 mg/24 hour	30 Patches	
FAMOTIDINE	20 mg	60 tablets	
FENTANYL PATCH	25 mcg/hr	10 patches	
FUROSEMIDE	20 mg	30 tablets	
HYDROCHLOROTHIAZIDE	25 mg	30 tablets	
HYDROCODONE/APAP	7.5/500 mg	60 tablets	
IPRATROPIUM BROMIDE SOLUTION	0.02%	1 box / 25 unit doses	
ISOSORBIDE MN	60 mg	30 tablets	
KLOR-con M	20 mEq	30 tablets	
LANTUS	100U/ml	1 vial / 10ml	
LEVAQUIN	250 mg	10 tablets	
LEVOTHYROXINE	75 mcg	30 tablets	
LEXAPRO	10 mg	30 tablets	
LISINOPRIL	10 mg	30 tablets	
LIDODERM 5% PATCH	5%	30 patches	
LORATADINE	10 mg	30 tablets	
LOVENOX	30 mg/0.3 ml	30 Pre-filled syringes	
METOPROLOL	50 mg	60 tablets	
MILK OF MAGNESIA	400 mg/ml	480 ml	
MINERIN CREAM		1 jar / 454 grams	
MUCINEX	600 mg	30 tablets	
NAMENDA	10 mg	30 tablets	
NEXIUM	40 mg	30 capsules	
NITROFURANTOIN MC	50 mg	30 capsules	
NITROGLYCERIN	0.4 mg/hr	30 patches	
NOVOLin 70/30		1 vial / 10 ml	
OMEPRazole	20 mg	30 tablets	
PLAVIX	75 mg	30 tablets	
PANTOPRAZOLE SODIUM	40 mg	30 tablets	
POLYETHYLENE GLYCOL	17 gm	1 jar / 527 grams	
PROCRIT	20,000 units	1 vial / 1 ml	
RISPERIDONE	1 mg	60 tablets	
SEROQUEL	25 mg	30 tablets	
SENNa LAXATIVE	8.6 mg	100 tablets	
SULFAMETHOXAZOLE/TMP DS	80/400 mg	20 tablets	
TRIPLE PASTE MEDICATED OINT		1 jar / 454 grams	
WARFARIN SODIUM	5 mg	30 tablets	
XOPENEX	1.25mg/3ml	1 box / 24 unit doses	
ZEASORB-AF POWDER		70.9 grams	

# **THE PINES HEALTHCARE & REHABILITATION CENTERS**

## **Machias & Olean Facilities**

### **BID FORM**

Please respond to all questions below based on the detailed information written in the Specifications. Please circle your response. If your response is "No" to any question, you must provide an explanation on a separate sheet. If you have any questions, please contact Kelly Reed, Acting Director, Department of Nursing Homes, at 716-938-2235 or via email [KJReed@cattco.org](mailto:KJReed@cattco.org).

### **CONTRACT REQUIREMENTS**

1. Are you willing to certify your familiarity and continued compliance with all State, Federal, and local requirements regulating Residential Health Care Facilities? Yes No
2. Are you willing to provide a pharmacist on an emergency basis, 24 hours per day, who is duly registered and licensed in New York State? Yes No
3. Are you willing to have accessible all records, for a period up to six (6) years after services are furnished, that may be needed for inspection by the Secretary of Health and Human Services or the Comptroller General. Yes No
4. Do you agree to comply with all Federal and State regulations that prohibit discrimination? Yes No

### **CONTRACT SERVICES**

1. Does your pharmacy have the capability of providing direct detailed monthly billing summary for private pay residents and third party insurance plans? Yes No
2. Are you willing to purchase and maintain medication/treatment carts? Yes No
3. Are you willing to provide all reports required both on a routine basis and on an as needed basis? Yes No
4. Are you willing to maintain the residents' drug profiles? Yes No
5. Are you willing to supply and maintain the emergency medicine kits? Yes No
6. Are you willing to supply a 48-hour supply of medication in order for a label change to be made? Yes No
7. Are you willing to make label error corrections at no additional cost to the facilities with delivery the next day? Yes No
8. Are you able to provide exact directions on all labels? Yes No
9. Are you able to provide the brand name on labels for generic drugs? Yes No
10. Are you able to provide multi-use medication vials in a container with complete directions while the resident's name appears on the actual vial? Yes No

11. Do you have the capability of providing monthly computerized physician orders, medication administration records, and psychoactive medication records at no additional charge in a format acceptable to the facility? Yes No
12. Are you able to provide medication in multi-dose cardboard blister-type packs? Yes No
13. Will you be able to make prompt deliveries and pickups of prescriptions on a daily basis? (24 hours per day, 7 days per week) Yes No
14. Are you capable of making same day deliveries of medication change orders? Yes No
15. Does your pharmacy participate in drug rebates and pass these rebates along to the facility? Yes No
16. Are you able to provide a licensed pharmacist to attend the Quality Improvement/Pharmacy and Therapeutics Committee meetings at the facilities? Yes No
17. Does your pharmacy have the capabilities of providing all the necessary information required by the facilities for payment purposes? Yes No
18. What is your policy for itemized credits? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
19. What is your policy for out on pass medications? \_\_\_\_\_  
 \_\_\_\_\_
20. Based on a cost plus percentage (%) charge for each prescription, what would be your markup percentage? \_\_\_\_\_%
21. Based on a cost plus percentage (%) charge for each over the counter drug, what would be your markup percentage? \_\_\_\_\_
22. Please provide your minimum cost to fill a prescription if applicable. \_\_\_\_\_
23. Please provide your current cost for drugs listed in Exhibit NH4.
24. What is your discount if payment is received within 20 days of receipt of invoice by the Department of Nursing Homes? \_\_\_\_\_
25. Please provide the Department of Nursing Homes with the name of your drug vendor that the "cost" will be based on. \_\_\_\_\_
26. Do you have the capability of providing monthly telephone conference and/or computer webinars to in-service employees on different F-tags to help prevent deficiencies? Yes No  
 If there is a cost for these conferences, how much is it? \_\_\_\_\_

Please enclose the following with your bid:

1. A sample computerized physician order sheet.
2. A sample blister pack.
3. A sample computerized medication administration record (MAR).
4. Credentials including experience of bidder pharmacy and pharmacist(s) in long term care facilities.
5. Completed Exhibit NH4 (page 14) listing the price reflected in your bid.

Name of Vendor \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone Number \_\_\_\_\_

Fax Number \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Printed Name (Signature) \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Email Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

Please list names and phone numbers of nursing homes you have provided service to:

Name of Facility

Phone Number

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CATTARAUGUS COUNTY HAS THE RIGHT TO REJECT ANY AND ALL BIDS.**

**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
<b>* ** COMMERCIAL GENERAL LIABILITY</b>	\$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			
<b>** AUTO LIABILITY</b>	\$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
<b>* ** EXCESS LIABILITY</b>	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
	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
<b>WORKERS' COMP.</b>							
<b>EMPLOYER'S LIABILITY</b>	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
<b>*** PROFESSIONAL LIAB.</b>		\$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.**

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 \_\_\_\_\_

ADDRESS OF PRINCIPAL OFFICE - STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

ADDRESS OF LOCAL OFFICE - STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

CONTRACT TO BE SENT TO: PRINCIPAL \_\_\_\_\_ OR LOCAL OFFICE \_\_\_\_\_

Check One: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

(INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_)

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

YES \_\_\_\_\_ NO \_\_\_\_\_ NOT APPLICABLE \_\_\_\_\_

TRADE NAMES: \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_  
PLEASE TYPE OR PRINT

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 prescription services to The Pines Healthcare & Rehabilitation Centers, Olean, NY, and Machias, NY, 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 therefore, 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 \_\_\_\_\_, 20\_\_\_\_\_.

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

(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

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 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 HI TECH 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.

1. 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:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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:	M. Andrew Burr	Name	_____
Title:	Chairman	(print):	
	Cattaraugus County Legislature	Title:	_____
Date:	_____	Date:	_____