

SPECIFICATIONS

and

BID FORMS

for the

PROVISION OF

**(NH BID #1-2026) Food Services for The Pines  
Healthcare & Rehabilitation Centers**

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

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



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## **BID ADVERTISEMENT**

Sealed bids for **FOOD SERVICES** for The Pines Healthcare & Rehabilitation Centers according to specifications, will be received by the undersigned until **Friday, March 13, 2026, at 1:45 PM**, after which time they will be publicly opened **at 2:00 PM** by the undersigned, under the direction of the Human Services Committee of the Cattaraugus County Legislature at the Cattaraugus County The Pines Healthcare & Rehabilitation Center, Olean, NY 14760 Attn: Kelly Reed.

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

**NH BID (#1-2026) – Food Services for The Pines Healthcare & Rehabilitation Centers (Olean & Machias)**

Any bid not clearly marked will not be considered.

Bidding sheets and instructions may be obtained on or after Friday, February 27, 2026, on [cattco.gov/bid-request](http://cattco.gov/bid-request) ; 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.

Pursuant to Act 533-2012 and Act 535-2012, the County shall award a contract on the basis of best value in accordance with Cattaraugus County Local Laws No. 12-2012 and No. 13-2012.

**All bids must be sent or delivered to: The Pines Healthcare & Rehabilitation Center, 2245 West State St, Olean, New York 14760 Attn: Kelly Reed by Friday March 13, 2026, by 1:45 PM.**

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

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 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.

SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the SDSs 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 SDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These SDSs will be maintained by the County as long as those materials are present. It is the responsibility of the successful bidder to train its own employees.

17. CONTRACT ASSIGNMENTS.

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

18. CASH DISCOUNT.

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

19. ALTERNATE ITEMS.

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

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

20. ADDITIONAL INFORMATION.

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

21. WORKMANSHIP.

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

22. HOLD HARMLESS.

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

23. BID VALIDITY.

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

24. CONTRACT INTEREST.

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

25. OTHER CUSTOMERS.

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

26. PRICE IS FIRM.

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

27. BIDDER AFFIRMATION.

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

28. INSURANCE

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

29. STATE CONTRACTS:

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

30. LITIGATION:

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

31. MUNICIPAL EXTENSION:

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

**FOOD SERVICE BID DETAILED SPECIFICATIONS  
THE PINES HEALTHCARE AND REHABILITATION CENTERS**

**Cattaraugus County will receive bids for the following:**

Operation of the complete dietary department of The Pines Healthcare & Rehabilitation Centers – OLEAN Campus, 2245 West State Street, Olean, NY 14760 (120 beds) (hereinafter referred to as Olean Pines) and the operation of the complete dietary department of the MACHIAS Campus, 9822 Route 16, Machias, NY 14101 (115 beds) (hereinafter referred to as Machias Pines).

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**A. PURPOSE**

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

**B. DATES FOR SITE VISIT & BID DUE DATE**

- **Bidders may choose to tour the dietary departments at both facilities by appointment (please contact Christie Little at (716) 373-1910 to schedule before the bid due date of Friday, March 13, 2026, by 1:45 PM).**
- **The original and three (3) copies of the bids are due on Friday, March 13, 2026, by 1:45 PM at The Pines, Olean Campus, 2245 West State St., Olean, NY 14760 Attn: Kelly Reed to be opened the same day at 2:00 P.M.**

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

**C. QUESTIONS**

Any questions that arise must be submitted to Kelly Reed, Acting Director, Department of Nursing Homes, via e-mail [kjreed@cattco.org](mailto: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 Facility, or County, that may exist or that may reasonably be encountered, pursuant to a contract, will be accepted as a reason for failure or omission on the part of the Contractor to fulfill in every respect all contract requirements. Nor will the same be accepted, under any circumstances, as a basis for any type of claims whatsoever for extra charges, start-up costs, or for the rendering of proper service.**

The bidder in these specifications will be referred to as the Contractor and the contract will be between the Contractor and the County of Cattaraugus. A valid contract exists when, upon award to the successful bidder, the Contractor and the County of Cattaraugus have executed it.

**D. CONTRACT TERM**

The contract for the food services outlined herein will be from September 1, 2026, to August 31, 2028, a two-year period. The contract will then be subject to renewal, at the County’s sole option, for two additional one-year terms, the last of which will end August 31, 2030. The County has the option to cancel with a 120-day notice to the Contractor.

The Contractor will be allowed annual increases of 2% in the per-patient-day price and employee/visitor meal price, with such increases to be effective September 1 after each year this contract remains in effect; therefore, the first increase will be September 1, 2027.

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 the event of a violation of the interpretation of the terms of this agreement and any plans or specifications incorporated herein, the County expressly has the right to determine which will control, such decision to be binding and final in every case.

**E. GENERAL INFORMATION**

At full capacity, the estimated number of resident days for which food service is required:

Olean Campus: 41,822 (total minus tube-fed and bed-hold)

Machias Campus: 40,207 (total minus tube-fed and bed-hold)

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

**F. GENERAL REQUIREMENTS**

1. Bids will be received to conduct, operate, and sell within the Facility, food, non-alcoholic beverages, and refreshments as outlined in 10 New York State Codes, Rules and Regulations.
2. Upon awarding of the bid and execution of the contract, the successful Contractor will be responsible for:
  - a. Providing food and beverage service to residents of the Olean Campus and the Machias Campus
  - b. Providing food and beverage service for special resident events at the Olean Campus and Machias Campus, the cost of which is not part of the bid price. These functions will occur at least monthly and could include chicken BBQ in the summer, fish fries during Lent, eggs cooked to order, Couple’s luncheon, etc. (Sample A attached)
  - c. Providing food service for special facility functions at the Olean Campus and Machias Campus, the cost of which is not part of the bid price. Samples include annual volunteer luncheon, employee picnic, etc.
3. No other type of outside business services will be allowed, unless approved by the County of Cattaraugus.

4. An eight-week cycle menu detailing regular items and extensions for modified diets must be prepared in advance for approval by the Nursing Home Administrator at least ten (10) days before its effective date. Failure to follow this procedure rigidly or frequent "substitutions" will be deemed a breach of this contract.

**Bidder's Note:** Bidders must submit a proposed eight-week menu cycle for the Facility (#12 on the Bidder's Checklist on page 19).

5. Seasonal cycle menus must be prepared and served.
6. The Contractor must offer residents a choice from the regular menu or an alternate for each meal or resident may choose soup and a sandwich (including grilled cheese) for lunch or dinner.
7. Portion sizes for all foods and beverages must be developed in such a manner to meet the nutritional requirements of the cycle menus. Those residents requesting portion sizes larger than those that are served must receive it without additional expense to the Facility.
8. All residents, except those on full enteral feeding, must be furnished three meals daily, with a beverage, plus nourishments and supplements. A full range of special diets must be provided as may be required by the resident's physician.

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

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

**Bidder's Note:** All bidders must develop projected food costs based on a menu comparable to an existing resident menu enclosed in the bidder's package as Attachment A: Sample Menu for Skilled Nursing Facilities. Portion sizes are defined as cooked edible weights or drained weights for fruits and vegetables, in compliance with the meal plan. (#15 on the Bidder's Checklist on page 19)

10. All residents must be furnished nourishments and supplements as requested and/or required. This must include sandwiches; crackers; applesauce; pudding; milk; ice cream; juices & various other beverages, etc. Nourishments must be available for 10:30 AM; 2:30 PM, and H.S. (Hours of Sleep) feedings or times agreed upon by the Facility and offered to all residents by nursing staff. Additionally, select residents, where required, must receive nourishments for consumption on the night shift.
11. Food cost for resident food services include three (3) meals daily and all associated nourishments, floor stocks, special diets and supplemental feeding. The Contractor will charge only for those meals served; therefore the facility will not be charged for residents who are in the hospital on bed-hold, unoccupied beds, those residents who are nothing by mouth (NPOs), or those residents on tube-feeding. Those residents on tube-feedings who receive food/liquids for oral gratification will have a separate charge noted on the Bid Proposal Forms pages 20 and 21.
12. Floor stock items must include sandwiches; crackers; applesauce; pudding; milk; ice cream; juices & various other beverages, etc. The nursing units and food service director determine par quantities of floor stock items.
13. No alcoholic beverage may be served or stored by the Contractor in the Facility at any time without the prior approval of the Nursing Home Administrator.

14. The County reserves the right to audit and verify all meal count statistics used by the Contractor to prepare its monthly invoice. Such audits will be made at the discretion of the Director of Nursing Homes or the County Administrator's Office as frequently as it deems necessary. All records needed to substantiate the invoice charges will be made available to the County at no expense to the County.
15. No portion of the services described in the specifications may be subcontracted by the Contractor, unless the County grants the Contractor permission in writing.
16. Minimum Wage Law: There may be legislative changes concerning the Federal/State minimum wage law , and the Contractor will be required to comply with any changes therein to the extent applicable to this contract. If, during the contract term, the Federal Minimum Wage Rate is increased, the Contractor will have the right to have an adjustment made to the guaranteed per patient day fee to reimburse actual costs associated with compliance. Actual costs are those that represent the difference between an employee's rate of pay at the former minimum wage rate and any newly established minimum wage rate from the effective date of Federal implementation forward. (i.e., only increases necessary to raise an employee's wage rate to the new minimum wage rate will be considered actual costs.)
17. The Contractor's employees must agree to follow general safety practices. Should an incident occur, the employee must complete the Facility's Accident/Incident form.
18. The Contractor must guarantee the rates set, in accordance with the contract's terms and conditions, for the duration of the contract period.
19. The Contractor must submit to the Facility an itemized monthly invoice based upon the volume of services rendered. Invoices for dietary services will be paid within 60 days upon receipt of a satisfactory invoice.  
**Note: The Contractor may offer a prompt payment discount on its guaranteed per-patient-day fee to receive payment within 30 days of the end of the month upon submission of a satisfactory invoice.**

#### **G. SPECIAL FUNCTIONS**

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

#### **H. EMERGENCY FEEDING**

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

**Bidder's Note**: Bidders must provide a plan indicating how food services will be provided in the event of a disaster and/or emergency at the Facility, including when the dietary department is closed or must serve at an alternate site. (#16 on Bidder's Checklist on page 19)

#### **I. UTILITIES & EQUIPMENT**

1. The County of Cattaraugus will furnish, without charge, all electricity, gas, water, heat, telephone, data communication lines, and light to the Contractor for its operations as, in the judgment of the County, are reasonably needed and necessary. The Contractor agrees to comply with the Cattaraugus County Computer

Use Policy for work activities performed on computers provided by the Facility or used in the Facility. The Contractor agrees that all staff with computer access within the Facility will complete the County's Cyber Security Training.

2. The County will furnish, pursuant to these specifications, all space, equipment, and furnishings to the Contractor for its operation as, in the sole judgment of the County, is deemed to be reasonably needed and necessary. This provision will include pots and pans, shelving, and replacement parts for equipment, and office space and equipment, but it will not include expendable supplies and materials as detailed in Item 13 (on page 10) of these specifications.

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

3. The Contractor agrees that its employees and agents will at all times use the County's equipment, machinery, furnishings, and paraphernalia in a good and proper manner. It is expected that the Contractor will inform the County when equipment malfunctions or requires repair. The Contractor will at all times keep the Contractor's responsible areas in a proper condition and in a state of cleanliness to assure compliance with all health and sanitary regulations and procedures as required by the New York State Department of Health regarding dietary operation in a residential health care facility. Sanitation and stain removal of small wares will be the Contractor's responsibility at its expense.
4. Repairs and replacements of equipment and other related County-owned property that may be necessary due to the negligence of the Contractor, its employees, or agents will be the sole responsibility and the sole expense of the Contractor. The Contractor will be responsible for seeing that no equipment of any type will be removed from the Facility, except for repairs that have been authorized in writing by the County. The County reserves the right to select the vendor(s) performing repairs to County-owned property.
5. Recommendations for additional equipment made in writing by the successful Contractor deemed to be necessary for the complete and efficient service specified and required hereunder will be considered for procurement, with the County reserving solely to itself the final decision as to replacement or procurement of such equipment. Such recommendations must be made as part of the bidding process and as such constitute one-time expenses that will be used in determining the outcome of the bid. Through the annual County Budget Process, the Contractor, in writing, may request additional equipment, with the County reserving solely to itself the final decision as to replacement or procurement of such equipment.
6. The County may, from time to time, at its sole option, repair or replace any equipment not functioning properly under written notification from the Contractor of the need for such repair or replacement.
7. No alterations, changes, or improvements will be made to the areas granted to the Contractor without obtaining prior written permission, with the final decision as to alterations, changes, or improvements reserved solely with the County.
8. The County will be responsible for repairs to all permanent fixtures such as faucets, lights, drains, sewers, air conditioning, heating, refrigeration and other related mechanical and electrical work which is required by the Contractor to perform under these specifications. All such repairs will be at the sole discretion of the County.
9. The County will pay for the cost of disposal of all trash and garbage relating to the Food Service operations, with the Contractor being responsible for the proper storage and placement of such trash and garbage until its removal. The County will provide, without charge, for the disposal of grease from food production activities.

10. The County will provide without charge for all extermination services at such times, as it deems necessary. The County reserves the right to charge the Contractor for any extermination services required as a result of the negligence in food handling and/or storage by the Contractor.
11. The County will be responsible for the cleaning of ducts, hoods above the filter line in the central kitchen, and windows, at such times, as it deems necessary. All other cleaning of equipment, coolers, counters, shelving, floors, storage areas, ceilings, etc. are the responsibility of the Contractor on a schedule approved by the Facility.
12. Upon termination of this agreement due to whatever cause, the Contractor will surrender to the County all equipment, furnishings and other related County-owned property located in the food service areas assigned to the Contractor, as shown on the certified inventory lists of all County-owned property. Such property and equipment must be returned to the County in the same good order and condition as when received by the Contractor. Reasonable wear and tear, damage from casualty, fire and hazards covered by insurance alone will be accepted. Another inventory will be taken upon termination to determine the status of all equipment hereunder. Discrepancies will be corrected at the Contractor's sole expense for such equipment based upon a comparison with the original inventory.

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

13. The Contractor will be solely responsible for the purchase, payment and control of all foods, beverages, paper supplies, soap supplies, and such other materials and expenses necessary for it to render proper performance of the food service program as stated. Current dishware, flatware, glasses, and utensils owned by the Skilled Nursing Facilities may be used by the Contractor. The Contractor will be solely responsible for the purchase, payment, and control of all printer paper, toner, office supplies, and other such materials and expenses necessary for it to properly perform the food service as stated. Purchases and performance will apply to all items in addition to the above. Any delinquency in the payment of such costs by the Contractor after investigation by the County will be cause for termination of this contract. At no time will purchases be charged to or made in the name of the County of Cattaraugus.

**Bidder's Note:** If a better value can be achieved by using bulk purchasing agreements in place within the County system (GPO), with approval from The Pines, the Contractor may order through these sources.

14. The County will have unlimited access, with or without notice to the Contractor, to all areas assigned to, and used by, the Contractor for purposes of audits and inspections.
15. The Contractor may use its own equipment only upon its receipt of prior and specific written approval by the County, and in every instance, such approval must be in its possession before said equipment can be brought into the Skilled Nursing Facilities.
16. In the event that any Contractor-owned equipment or other articles are permitted to be brought into the complex, any risk or actual loss or damage thereto will be solely that of the Contractor, and the Contractor agrees that it will assert no claims for liability on the part of the County. Further, the Contractor will be solely responsible for the maintenance and operation of such equipment.

**J. WASTE WATER DISCHARGE REGULATIONS**

1. The Facility is required to participate in the City of Olean Industrial Pretreatment Program through a Wastewater Discharge Permit. The permit outlines discharge limits that must be adhered to. The Facility participates in three (3) sample analysts each year spring, summer and fall.

2. The Contractor must abide by the permit provisions (Attachment B).
3. If the Contractor is found to be discharging wastewater 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 wastewater outside the limits, the Contractor is responsible to implement a pretreatment measure, to ensure compliance, prior to discharge into the facility's sewer system.

**K. SERVICE REQUIREMENTS**

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

**Bidder's Note:** As part of this bid, the bidder must submit a suggested Quality Assurance Program to be used. (#2 of the Bidder's Checklist on page 19)

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

**Bidder's Note:** General specifications indicating quality of raw food purchases for menu items will be submitted as part of this bid proposal. Meat should be identified minimally as USDA Grade A and such specifications must be listed in terms of types of products, such as poultry, etc. (#3 of the Bidder's Checklist on page 19)

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

**Bidder's Note:** Resumes stating qualifications and experience for the Contractor's Director and other management personnel must be submitted as part of this bid. In lieu of resumes identifying specific

Individuals whom the Contractor proposes for the above positions, sample specifications may be submitted stating the minimum education, background, work experience, etc., for the individuals the Contractor proposes to employ. However, the contract will not be awarded until the prospective Contractor provides resumes stating qualifications for specific individuals designated to be the Food Service Director. (#4 of the Bidder's Checklist on page 19)

9. The Contractor's employees used in the operation must be of the caliber able to function in the nursing home setting and will be under the jurisdiction of the Food Service Director, who will hire, discharge, supervise and direct these employees. The Contractor, its employees or agents, will be considered as an independent contractor and not employees or agents of the County.
10. The Contractor will have the sole responsibility to compensate its employees including all applicable taxes and insurance and will be responsible for any losses incurred by the County resulting from dishonest, fraudulent or negligent acts on the part of its employees or agents. The Contractor has the sole responsibility of keeping record of its employees' hours worked (may install time clock or track whatever way Contractor wants after approval of Facility).
11. The Contractor must conduct employee training, which will continue for the duration of the contract to insure employees perform their jobs with the highest standards of efficiency and sanitation. Programs must include: regular in-service classes, on-the-job training, and orientation of all new employees on food handling and sanitation. Such training must be documented and reports will be made available to the Director of Nursing Homes upon request. Contractor employees may be required to attend facility training as identified by the Facility.
12. The Contractor must furnish uniforms for all its employees. The Contractor is to submit a photo or illustration indicating the type of uniform to be worn by its staff and a written description of the uniform. The cost of uniforms will be included in the Contractor's normal operating expenses. For security purposes, all Contractor employees must wear identification badges. Such badges will be supplied by the County. (#13 of the Bidder's Checklist on page 19)
13. All employees of the Contractor must have a pre-employment physical examination, the cost of which is borne by the Contractor. The pre-employment physical must include TB screening and evidence of MMR immunization or exposure.

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

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

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

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

**Bidder's Note:** A master staffing plan (schedule) for both management and hourly personnel must be submitted as part of this bid. Such plan must include the number of hours worked for each shift for each

position. Such plan must be for a typical one-week time period with a schedule for the number of hourly employee days off included. **One (1) Productive FTE = 40 hours/week** (#5 of the Bidder's Checklist on page 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 Nursing Home Administrator.
16. An organizational chart must be developed by the Contractor and approved by the Director of Nursing Homes.
17. The Contractor must provide fire and theft insurances to cover any risk by fire and/or theft to its property located on the premises of the Facility. The Contractor further agrees to provide all necessary theft and/or other insurances to cover clothes, garments and other articles owned by its employees. See Appendix A for other insurance requirements. (#11 of the Bidder's Checklist on page 19)
18. The County will be responsible to provide fire and explosion insurance on the buildings and contents owned by the County. The County will have the right to terminate this contract if the buildings are substantially overcome by fire.
19. The Contractor must prepare monthly operating reports that reflect all true and actual operating statistics in a form agreeable to the Controller of the Facility. Such reports must be submitted to the Nursing Home Administrator within fifteen (15) working days following the close of the month.
20. The Director of Nursing Homes will appoint the Food Service Director to all committees that affect the Dietary Department and the Food Service Director will serve on all such committees at the discretion of the Administrator. The Food Service Director will act as a Department Manager and attend any necessary facility meetings.
21. All financial, statistical, operating and personnel data, including but not limited to recipes, menus, diets, meal plans and operational manuals, utilized in the business of the Contractor will be kept confidential at all times. The County agrees to keep such information confidential and so instruct its agents, servants, independent contractors and employees.
22. For the purpose of implementing Section 1861 (v) (I) of the Social Security Act, as amended, and the written regulations thereto, the parties agree to comply with the following statutory requirements governing the maintenance of documentation to verify the cost of services rendered under this contract:
  - a. Until the expiration of seven (7) years after the furnishings of such services pursuant to such contract, the parties will make available upon request to the Comptroller General of the U.S., or any of their duly authorized representatives, the contract, and books, documents and records of the parties that are necessary to certify the nature and extent of such costs, and
  - b. If either party carries out any of the duties of the contract through a subcontract, with a value or cost of \$10,000.00 or more over a twelve-month period, with a related organization (as that term is defined in 42 C.F.R. Section 405.427 ((b))), such subcontract will contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization will make available, upon written request of the Comptroller General, or any of their duly authorized representatives, and the subcontract, and books, documents, and records of such organization that are necessary to verify the nature and extent of such costs.

**L. ADDITIONAL SUBMITTALS:**

1. a. The bidder must furnish, as part of its response, a record of their qualifications to operate a food and beverage service business of this size and scope, including the following:

- (1) Past experience of at least three (3) years of successfully operating a complex food service operation of the magnitude and scope as outlined in these specifications offering a complex range of regular and special diets. (#8 of the Bidder's Checklist on page 19)
- (2) Submit a list of all clients presently being served to demonstrate a proven ability to operate a food service operation of the magnitude and scope as outlined in these specifications. New York State facility references preferred. Include for each client listed a statement identifying the occurrence of any Dietary or Dietary related deficiencies as issued by any Federal or State regulatory agency in the last two (2) annual Surveys conducted including scope and severity and F tag(s) assigned. (#6 and #7 of the Bidder's Checklist on page 19)
- (3) A list of all contracts previously held by the contractor that were terminated and/or not renewed in the past (12) months. (#9 of the Bidder's Checklist on page 19)
- (4) A wage administration plan detailing employee rates of pay per job title, satisfying compliance with the current Federal & NYS Minimum Wage Rate whichever is higher. (#14 of the Bidder's Checklist on page 19)
- (5) An equitable wage for all employees and a health insurance plan for all full-time employees. (#14 of the Bidder's Checklist on page 19)
  - b. A detailed plan must be submitted indicating how the assumption of responsibilities will transpire. The plan must specify the time, individuals responsible and procedures for the possible transition prior to the commencement of this agreement. (#10 on the Bidder's Checklist on page 19)
  - c. The Contractor must also furnish as part of its response, the Bid Proposal forms (page 21 for Olean Pines and page 22 for Olean Pines AND Machias Pines), using the exact format contained herein.
2. All bidders will submit a **Bid Bond** as a guarantee that the Bidder will enter into the Contract if awarded same, in an amount no less than five hundred dollars (\$500.00), will be submitted with the Bid on forms provided by an acceptable surety licensed to do business in New York State. Please make bid bonds out to Cattaraugus County Treasurer. (page 2, #1)
3. Once the contract is awarded, the successful bidder will submit a **Performance Bond** covering faithful and satisfactory performance of the work contracted, in the amount of \$1 million, will be furnished on a form provided by a surety licensed to do business in New York State acceptable to the County Attorney and Risk Manager. (page 2, #2)

## **M. REQUIREMENTS**

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

The Contractor will be solely responsible for the purchase, payment and control of all foods, beverages, paper supplies, soap supplies, small ware utensils, and such other materials and expenses necessary for it to render proper performance of the food service program as stated. (See Bidder Note 13 on page 10)

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

## **N. COMPLIANCE**

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

## **O. SPECIFICATIONS FOR FOOD SERVICE TO RESIDENTS AND STAFF OF THE SKILLED NURSING FACILITY**

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

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

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

### **1. PROFILES (OLEAN CAMPUS):**

Meals are served 3 times a day

Floor stock is delivered 1 time per day

Nourishments and Snacks are delivered 3 times per day

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

Special functions/employee meals are approximately 330 annually

In-house census is projected to be 90% (including full gastronomical fed residents)

Fully gastrostomy fed residents is currently at one (1)

The Olean Pines is constructed with 5 dining areas

### **2. RESIDENT MEAL SERVICE (OLEAN CAMPUS) (Hereinafter referred to as Olean Pines)**

Currently the Olean Pines provides a tray service for Resident meals. The Contractor shall provide a bid for a traditional tray service (Option A) as well as Person Directed Dining (Option B).

#### **OPTION A: Traditional Tray Service**

Approximate times for delivery: The first breakfast tray cart is delivered at 7:30 AM, the last at 8:05 AM. The first lunch tray cart is delivered at 11:30 AM; the last at 12:05 PM. Waitress-style meal service is in the main resident dining room from 8:00 AM – 8:30 AM for breakfast and 12:00 PM – 12:30 PM for lunch. The first dinner tray cart is delivered at 5:30 PM, the last at 6:05 PM. Waitress-style dinner service is in the main resident dining room from 6:00 PM to 6:30 PM.

The Contractor will assemble trays in a central kitchen for all resident meals. Approximately 50 residents could be served meals in the main dining room and will be assisted in part by Contractor staff. Food and beverage is distributed to up to five units in this single story facility in separate carts for all meals. Trays will be arranged in food carts for delivery to the units in a manner designated by the respective area and in accordance with the time schedule approved by the Nursing Home Administrator.

The Contractor will be responsible for distribution and retrieval of food trays to and from all dining areas. The Nursing Department and Contractor are responsible for distribution of trays to residents and return of trays to food carts for efficiency. The Contractor is responsible for bussing tables in the main dining area after each meal and resetting tables for next meal. The Contractor will be responsible for distribution and removal of outdated floor stock and nourishments on all nursing units. The Contractor and Nursing Home will distribute nourishments and supplements to residents. Contractor staff is responsible to keep floor stock at par levels on the individual units and remove expired items as appropriate.

OPTION B: Person Directed Dining

Contractor staff will assemble trays in a central kitchen for all resident meals.

The main dining room will be open for waitress-style service from 8:00 AM to 8:30 AM for breakfast; 12:30 – 1:00 PM for lunch and 6:00 PM – 6:30 PM for dinner.

For those Residents who do not utilize the main dining room, Contractor staff will continue to transport meals to the individual units, and Atrium. Contractor staff will then serve waitress-style in the Common Room on each unit or in the Atrium. If a Resident has requested that they eat their meals in their room, traditional tray service will resume, with the Nursing Department staff distributing trays to those Residents. Contractor staff will be notified of In-Room requests by the Head Nurse on each unit.

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

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

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

RESPONSIBILITY	DINING SERVICE	NON-DINING SERVICE
Tray Carts delivered to resident areas by	X	
Tray Carts retrieved from resident areas by	X	
Trays delivered to residents by	X	X
Trays retrieved from residents by	X	X
Tables bussed and reset for next meal in main dining room	X	
Floor Stock to Nursing Unit refrigerators by	X	
Floor Stock Storage Areas are cleaned by	X	
Nourishments distributed to units by	X	
Nourishments distributed to residents by		X
Main dining room cleaned by	X	X
Food preparation area cleaned by	X	

**3. PROFILES (MACHIAS CAMPUS):**

Meals are served 3 times a day  
 Floor stock is delivered 1 time per day  
 Nourishments and Snacks are delivered 3 times per day  
 Approximately 315 - 330 resident meals are served daily with a maximum of 345 resident meals a day  
 Special functions/employee meals are approximately 330 annually  
 In-house census is projected to be 98% (including full gastronomical fed residents)  
 Fully gastrostomy fed residents is currently at three (3)  
 The Machias Pines serves meals on 4 units

**4. RESIDENT MEAL SERVICE (MACHIAS CAMPUS) (Hereinafter referred to as Machias Pines)**

Currently Machias Pines provides Resident meals served from steam tables located on each unit (there are 4 units).  
 The Contractor shall provide a bid for meals to be served on each unit from steam tables.

Machias Food Service Process

Contractor staff will prepare food and beverages in bulk from the basement kitchen to the four units where they are plated, trayed and delivered to the resident.

The unit dining rooms will be open for meal pass at 8:15 AM for breakfast; 12:00 PM for lunch and 5:00 PM for dinner. Contractor staff will remain on the unit until all residents have been served.

If a Resident has requested that they eat their meals in their room, their tray will be prepared by contracted staff and delivered to the resident's room.

The Contractor will clean floors, walls, ceilings, food preparation equipment and food delivery equipment used in the main kitchen area and on the unit kitchenettes.

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

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

RESPONSIBILITY	DINING SERVICE	NON-DINING SERVICE
Food Carts delivered to resident areas by	X	
Food Carts retrieved from resident areas by	X	
Trays delivered to residents by	X	X
Trays retrieved from residents by	X	X
Tables bussed and reset for next meal in main dining room	X	
Floor Stock to Nursing Unit refrigerators by	X	
Floor Stock Storage Areas are cleaned by	X	
Nourishments distributed to units by	X	
Nourishments distributed to residents by		X
Main dining room cleaned by	X	X
Food preparation area cleaned by	X	



## BIDDER'S CHECKLIST

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

1.	Bidder's declaration on compliance with all applicable Federal, State, County and Municipal laws regarding prohibition of discrimination, employment conditions, Workers' Compensation and Labor Laws. Bidder's assertion that it is not excluded from participation in Federal Health Care Programs.	
2.	Quality Assurance Program for food service operation. (see K.2. on page 11)	
3.	Specifications indicating USDA Grade A meats and qualities of raw food purchases. (see K.6. on page 11)	
4.	Resumes/sample specifications of prospective Food Service Director. (see K.8. on page 12)	
5.	Master staffing plan for management & hourly staff including # of hours worked each shift for each position. (see K.14. on page 13)	
6.	List of current Clients (include name of contact person) presently served by the Bidder to prove demonstrated experience operating a food service operation of the magnitude and scope described in the specifications. (see L.1.a.(2) on page 14)	
7.	For #6 (above) include CMS or DOH deficiencies for each client listed for the last <b>two</b> Surveys. (L.1.a. (2) on page 14)	
8.	Past experience of at least three (3) years of successfully operating a complex food service operation of the magnitude and scope as outlined in these specifications offering a complex range of regular and special diets. (see L.1.a.(1) on page 14)	
9.	List of terminated contracts within the past 12 months. (see L.1.a.(3) on page 14)	
10.	Detailed plan of transition. (see L.1.b. on page 14)	
11.	Verifications of insurance coverage (i.e. fire, theft, etc.) for Contractor. (see K.17 on page 13)	
12.	Typical eight-week menu cycle. (see F.4. on page 7)	
13.	Photo or illustration and written description of employee uniform. (see K.12 on page 12)	
14.	Wage and Benefit administration plan including rates of pay by job title. (see L.1.a.(4) and L.1.a.(5) on page 14)	
15.	Projected Food Costs based on Attachment A (sample Menu). (see F.9. on page 7)	
16.	Plan on how food services will be provided in the event of disaster and or emergency at the Skilled Nursing Facility. (see H.2. on pages 8 and 9)	
17.	Bid Contact Information Sheet (page 20)	
18.	Bid Proposal Forms (pages 21 and 22)	
19.	Non-collusive Bidding Certificate (page 23)	
20.	Legal Status Information (page 24)	
21.	Acknowledgement (pages 25 – 26)	
22.	Bid for Performance (page 27)	
23.	Iran Divestment Act of 2012 (page 28)	
24.	Bid Bond (made out to Cattaraugus County Treasurer) (page 2, #1)	
25.	Insurance Certificate (Appendix A)	
26.	HIPAA Business Associate Agreement (Appendix B) (Make sure to complete last page of agreement)	
27.		
28.	The original and three (3) copies of Bid submission with all required documentation must be made on or before 1:45 PM on Friday, March 13, 2026, to the following address: The Pine Healthcare & Rehabilitation Center, Olean Campus, Olean, NY 14760 Attn: Kelly Reed.	

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

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

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Name of Contact Person

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Company Name

---

Email Address

---

Telephone Number

---

Company Address

---

City / State / Zip

**BID PROPOSAL FORM**

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

**The Pines Healthcare & Rehabilitation Centers – Food Services for the  
Olean and Machias Campuses**

Bidders must provide all resident food services on-site in the Dietary Departments of The Pines Healthcare & Rehabilitation Centers – Olean and Machias Campuses.

Guaranteed Cost for Full Services:

**OPTION A: Traditional Tray Service at Olean Pines and Person Directed Service at Machias Pines**

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

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

**OPTION B: Personal Directed Dining at Olean Pines and Person Directed Service at Machias Pines**

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

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

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

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

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

(For use of individual bidder)

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

\_\_\_\_\_  
d/b/a \_\_\_\_\_

(For use of partnership bidder)

**IN WITNESS WHEREOF**, this non-collusive bidding certification has been subscribed, under the penalties of perjury, 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 meeting of its board of directors held on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

Dated at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

(SEAL OF THE CORPORATION)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Name of Bidder

By \_\_\_\_\_  
Title

**LEGAL STATUS INFORMATION**

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

FIRM NAME \_\_\_\_\_

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

CITY \_\_\_\_\_

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

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

CITY \_\_\_\_\_

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

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

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

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

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

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

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

NAMES AND ADDRESSES OF PARTNERS:

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

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

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_

PLEASE TYPE OR PRINT

(CORPORATE ACKNOWLEDGEMENT)

STATE OF \_\_\_\_\_ )

ss.:

COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR TWO THOUSAND \_\_\_\_\_

BEFORE ME PERSONALLY CAME \_\_\_\_\_ TO ME KNOWN AND,

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

\_\_\_\_\_, THAT HE IS THE \_\_\_\_\_

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

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

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

BOARD OF \_\_\_\_\_ OF SAID CORPORATION, AND THAT HE SIGNED \_\_\_\_\_

NAME THERETO BY LIKE ORDER.

\_\_\_\_\_  
NOTARY PUBLIC

(PARTNERSHIP ACKNOWLEDGEMENT)

STATE OF \_\_\_\_\_ )

ss.:

COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR TWO THOUSAND \_\_\_\_\_

BEFORE ME PERSONALLY CAME \_\_\_\_\_,

A PARTNER IN THE FIRM OF \_\_\_\_\_ TO ME KNOWN TO BE THE

INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND

\_\_\_\_\_ ACKNOWLEDGED TO ME THAT \_\_\_\_\_ EXECUTED SAME, FOR AND ON

BEHALF OF SAID PARTNERSHIP.

\_\_\_\_\_  
NOTARY PUBLIC

(INDIVIDUAL ACKNOWLEDGEMENT)

STATE OF \_\_\_\_\_ )

ss.:

COUNTY OF \_\_\_\_\_ )

ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_ IN THE YEAR TWO THOUSAND \_\_\_\_\_

BEFORE ME PERSONALLY CAME \_\_\_\_\_

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

INSTRUMENT, AND \_\_\_\_\_ ACKNOWLEDGED TO ME THAT \_\_\_\_\_

EXECUTED SAME.

\_\_\_\_\_  
NOTARY PUBLIC

BID FOR PERFORMANCE OF CONTRACT WITH CATTARAUGUS COUNTY LEGISLATURE

LITTLE VALLEY, NEW YORK

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

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

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

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

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

(Individual or partnership bids only)

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

INDIVIDUAL, PARTNERSHIP, OR CORPORATE USE

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

Name and Address of Bidder:

Authorized Signature and Title:

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

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

Date

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, two thousand \_\_\_\_\_.

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

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

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

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

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

- a.  By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section §165-a of the state finance law.

Corporate or Company Name: \_\_\_\_\_

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

Title \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, two thousand \_\_\_\_\_.

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

## 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.

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: \_\_\_\_\_  
Name: James J. Snyder, Sr.  
Title: Chairman  
Cattaraugus County Legislature  
Date: \_\_\_\_\_

By (sign): \_\_\_\_\_  
Name (print): \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# February

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5 7:30 Coffee & Newsletter (DR)  
10:00 Exercise (A)  
10:30 1:1 Dog Visits w/ Haley (W)  
11:30 Never Have  
Ever Game (DR)  
2:00 Bingo (DR)  
3:00 Candy Cart (DR)



12 7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Wheelchair Exercise (DR)  
10:30 1:1 Dog Visits w/Haley (W)  
1:00 1:1 Remembering  
Lincoln's Birthday (DR)  
2:00 Bingo (DR)  
3:00 Candy Cart (DR)



19 7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Wheelchair Exercise (DR)  
10:00 Menus (W)  
10:30 Dog Visits w/Haley (W)  
1:30 1:1 Presidents Day—  
Declaration of Independence (BW)  
2:00 Bingo (DR)  
3:00 Candy Cart (DR)

26 9:30 Newsletter & Crossword (W)  
9:00 Traveling Creations (A)  
10:00 Wheelchair Exercise (DR)  
10:00 Menus (W)  
10:30 Dog Visits w/Haley (W)  
11:30 Tell a Fairytale Day (DR)  
2:00 Bingo (DR)  
3:00 Candy Cart (DR)

6 7:30 Coffee & Newsletter, Eat  
Ice cream for Breakfast Day (DR)  
9:00 Traveling Creations (A)  
10:00 Resident Council/  
Food Committee (DR)  
12:00 Shopping at Walmart (O)  
2:00 Pink Doily Craft (DR)  
4:00 Bible Study (DR)

13  
7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Mari Gras Masks  
2:00 The Marti Gra Birthday P  
w/ The Campbell's (DR)  
4:00 Bible Study (DR)  
Evening Act— World Radio Day

20 7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Veterans/family  
Support Group (A)  
10:00 Chit Chat & Nail polish (DR)  
11:30 Couples Lunch (A)  
2:00 The Activities Salon (DR)  
4:00 Bible Study (DR)  
Evening Activity-Tablet Games (DR)

27 7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Chit Chat & Nail polish (DR)  
11:45 Jeopardy (DR)  
1:30 National Strawberry Day  
Strawberry Shortcake (DR)  
4:00 Bible Study (DR)

7 7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 TV Rosary (DR)  
10:00 1:1 Menu Selections (W)  
11:45 Remembering 1966 (DR)  
2:00 Bingo (DR)  
3:00 Candy Cart (DR)  
4:00 Cards (DR)

14 7:30 Coffee & Newsletter (DR)  
9:00 1:1 Traveling Creations (A)  
10:00 Ash Wednesday (W)  
10:00 Nail polishing (DR)  
12:00 Valentines Cookies (W&DR)  
2:00 Gerry Lundon's  
Acoustic Jam Valentines  
Party (DR)  
3:00 Candy Cart (DR)

21 7:30 Coffee & Newsletter/  
National Sticky Bun Day (DR)  
9:00 Traveling Creations (W)  
10:00 TV Rosary (DR)  
10:00 Menu selections (W)  
11:30 Name that Tune (DR)  
2:00 Kathleen's  
Music Therapy (DR)  
3:00 Candy Cart (DR)

28 7:30 Coffee & Newsletter—  
National Pancake Day (DR)  
9:00 Traveling Creations (W)  
10:00 TV Rosary (DR)  
10:00 Menu selections (W)  
11:30 Jeopardy (DR)  
2:00 Bingo (DR)  
3:00 Candy Cart (DR)

1 7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Exercise (DR)  
10:00 1:1 Lotion visits (W)  
12:00 Lunch at Moonwinks (O)  
2:00 Celebrate National  
Kazoo Day (DR)

8  
7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Exercise (DR)  
10:00 The Casino (O)  
10:00 1:1 Menus (W)  
2:00 The Activities Salon (DR)

15 7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Exercise (DR)  
12:00 Beef On Wic Lunch  
W/Activities (DR)  
2:00 Ruth Hill-Jamestown's 77th  
Funniest Comedian (DR)

22  
7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Making Chili (DR)  
10:00 Menus (W)  
12:00 Chili Lunch W/Act—  
Chili Cook-off (DR)  
2:00 Elmo's Bday/Act Salon (DR)

29  
7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
10:00 Exercise (DR)  
10:00 1:1 Menus (W)  
11:45 Wii Game (DR)  
2:00 Men's Club

2 7:30 Coffee & Newsletter (DR)  
9:00 1:1 Menu Selections (DR)  
9:00 Traveling Creations (A)  
11:45 Jokes to Share (DR)  
1:00 Candy Cart (W)  
1:30 Nat. Hedgehog Dz  
2:00 Residents Shadows  
Groundhogs Day (DR)

9 7:30 BK W/Act  
7:30 Coffee & Newsletter (DR)  
9:00 1:1 Menu Selections (A)  
9:00 Traveling Creations (A)  
11:45 National  
Chocolate Day (DR & W)  
1:00 Candy Cart (W)

16  
7:30 Coffee & Newsletter (DR)  
9:00 1:1 Menu selections (W)  
9:00 Traveling Creations (A)  
11:45 Hangman (DR)  
1:00 Candy Cart (W)  
2:00 Catholic Mass (DR)  
2:00 Activities Salon (DR)

23  
7:30 BK W/Act  
7:30 Coffee & Newsletter (DR)  
9:00 Traveling Creations (A)  
9:00 1:1 Menu Selections (V)  
11:30 Hangman (DR)  
1:00 Candy Cart (W)

DR = Dining Room  
O=Outing  
AW = A-wing CW = C—win  
OS—outside W— On Wings  
BW = B-wing A = Atrium  
AR—Activities Room



# MARCH



	Mon	Tue	Wed	Thu	Fri
<p><b>DAR</b> <b>T TO</b> <b>GE</b></p>	<p>DR = Dining Room O=outing AW = A-wing OS—Outside BW = B-wing AR—Act Room CW = C—wing W = On the Wings L—Lobby</p>	<p><i>Laborer from Activities will be creating various 1:1 crafts and/or cards (Traveling Creations) with residents.</i>  <i>Please let us know if you would like to attend...</i></p>			<p><b>1 National Pig Day</b> 7:30 Coffee/Newsletter (DR) 9:00 Menu Selections (W) 9:00 1:1 Traveling Creations (A) <b>11:00 Pig Visits (W)</b> 1:30 Asquith (A) <b>1:00 Candy Cart</b> <b>2:00 Pig Craft (DR)</b></p>
<p>ss (DR) s (W) rmy (DR)</p>	<p><b>4</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:00 W/C Exercise (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR)</p>	<p><b>5</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 Fashion Council/ Food Composites (E.L.) 10:30 1:1 Menus (W) 2:00 Carl Testimony (E.L.) 4:00 Bible Study Evening Activities</p>	<p><b>6</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 TV Rosary &amp; Mass (DR) 10:30 1:1 Menus (W) 11:30 Short Story Jokes (DR) 2:00 Bingo (DR) 3:00 Candy Cart (W)</p>	<p><b>7</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) <b>10:00 Casino (O)</b> 10:00 W/C Exercise (DR) 10:00 1:1 Menus 2:00 St. Patrick's Craft (E.L.)</p>	<p><b>8</b> 7:30 BK W/Activities (DR) <b>7:30 Coffee &amp; Newsletter (DR)</b> 9:30 Menu Selections (A) 9:00 Traveling Creations 1:30 Asquith (DR) <b>1:00 Candy Cart (W)</b> 2:00 Saint Patty's Mint Milkshakes (W)</p>
<p>s (DR) (W) s (W) Walls (DR)</p>	<p><b>11</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 9:30 American Heritage Clothing Sale (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR)</p>	<p><b>12</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:00 Chit Chat &amp; Nail Polish (W) <b>2:00 Birthday Party/ Campbell's (DR)</b> 4:00 Bible Study (DR) Evening Activities</p>	<p><b>13</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 TV Rosary &amp; Mass (DR) 10:30 1:1 Menus (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR)</p>	<p><b>14</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 Traveling Creations (W) 10:00 W/C Exercise (DR) 10:00 1:1 Menus (W) <b>12:00 Ruben Lunch w/ Activities (AR)</b> 2:00 Nandor (DR)</p>	<p><b>15</b> <b>7:30 Coffee &amp; Newsletter (DR)</b> 9:30 Menu Selections (W) 9:00 Traveling Creations (A) <b>1:00 Candy Cart (W)</b> 1:30 Asquith (A) 2:00 Ice Cream Social (DR)</p>
<p>/ (W) ss (DR) Game— (W) rch (DR)</p>	<p><b>18</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 Wheelchair Exercise (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR)</p>	<p><b>19</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 Volunteer Meeting (Study Hall) 11:30 Blast from the Past (DR) <b>2:00 Catholic Mass (DR)</b> 4:00 Bible Study (DR)</p>	<p><b>20</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 Traveling Creations (W) 10:00 TV Rosary &amp; Mass (DR) 11:30 Name the Musical (DR) 2:00 Bingo (DR) 3:00 Candy Cart (DR)</p>	<p><b>21</b> 7:30 Coffee/Newsletter (DR) 9:00 Traveling Creations (W) 10:00 Red Matter—Scrapbooking (E.L.) <b>1:30 Shopping @ Tops (O)</b> 2:00 1:1 Menu Selection (W)</p>	<p><b>22</b> 7:30 Coffee &amp; Newsletter (DR) 7:30 BK W/Activities (DR) 9:30 Menu Selections (W) <b>1:00 Candy Cart (W)</b> 1:30 Asquith (A) 2:00 Movie and Popcorn (DR)</p>
<p>(W) (DR) ss (W) (W) piscopal unday)</p>	<p><b>25 National Waffle Day</b> 7:30 Waffles &amp; Newsletter (DR) 9:00 Traveling Creations (A) 10:00 Wheelchair Exercise (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR)</p>	<p><b>26</b> 7:30 coffee/Newsletter (DR) 9:00 Traveling Creations (W) 10:00 Chit Chat &amp; Nail Polish (W) 11:30 Wii (DR) <b>2:00 Baking Easter Cookies (DR)</b> 4:00 Bible Study (DR) Evening Activities</p>	<p><b>27</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 Traveling Creations (A) <b>10:00 Rosary/ Mass (DR)</b> 11:30 What Am I (DR) 2:00 Bingo (DR) 3:00 Candy Cart (DR)</p>	<p><b>28</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 Traveling Creations (A) 10:30 Decorating Eggs (DR) 11:30 Lunch @ Cartwright's (O) 2:00 Coffee filter Flowers (DR)</p>	<p><b>29</b> 7:30 Coffee/Newsletter (DR) 9:00 Traveling Creations (W) 9:30 1:1 menus (W) <b>1:00 Candy Cart</b> <b>2:00 Easter Egg Hunt (W)</b></p>





	Mon	Tue	Wed	Thu	Fri
	<p><b>1</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:00 W/C Exercise (DR) 10:30 Dog visits W/Haley (W) <b>2:00 Music w/Ada Adu (DR)</b> 3:00 Candy Cart (DR) 4:00 Games (AW)</p>	<p><b>2</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 Chit Chat &amp; Nail Polish 10:30 1:1 Menus (W) <b>2:00 Planting Plants (DR)</b> 4:00 Bible Study 5:00 Refreshments &amp; Music (DR)</p>	<p><b>3</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 TV Rosary &amp; Mass (DR) 10:30 1:1 Menus (W) 2:00 Bingo (DR) 3:00 Candy Cart (W) 4:00 1:1 Hand Massage (W) 5:30 Drinks, Music in Movies (DR)</p>	<p><b>4</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 Music W/ <b>Mike Dennehay (DR)</b> 11:30 Walmart &amp; Subway 2:00 Red Hatiers Club (DR) 4:00 1:1 Readings (AW)</p>	<p><b>5</b> 7:30 Coffee/Newsletter (DR) 9:00 Menu Selections (W) 9:00 1:1 Traveling Creations (A) 1:30 Asquith (A) 1:00 Candy Cart <b>2:00 Making Sun Catchers (DR)</b> 4:00 1:1 Balloon Toss (W)</p>
ss (DR) s (W) ch (DR)	<p><b>8</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:00 W/C Exercise (DR) 10:30 Dog visits W/Haley (W) <b>2:00 The Solar Eclipse (OS)</b> 3:00 Candy Cart (DR) 4:00 Games (BW)</p>	<p><b>9</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 Resident Council/ Food Committee (DR) <b>2:00 Birthday Party W/ The Campbell's (DR)</b> 4:00 Bible Study (DR) 5:00 Refreshments &amp; News (DR)</p>	<p><b>10</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 TV Rosary &amp; Mass (DR) 10:30 1:1 Menus (W) 11:30 Smarter than 5th Grader (DR) 2:00 Bingo (DR) 3:00 Candy Cart (W) 4:00 Music (W) 5:45 Drinks &amp; Story Telling (DR)</p>	<p><b>11</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:00 W/C Exercise (DR) 10:00 1:1 Menus 12:00 Chicken &amp; Biscuit Lunch (AR) 2:00 Craft—Making Flowers (DR) 4:00 1:1 Readings (BW)</p>	<p><b>12</b> 7:30 BK W/Activities (DR) <b>7:30 Coffee &amp; Newsletter (DR)</b> 9:30 Menu Selections (A) 9:00 Traveling Creations <b>12:00 National Grilled Cheese Sandwiches (DR)</b> 1:00 Candy Cart (W) 1:30 Asquith (DR)</p>
at e (W) s (W) Walls (DR)	<p><b>15</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 9:30 Wheel Chair exercise (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR) 4:00 Games (CW)</p>	<p><b>16</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:00 Chit Chat &amp; Nail Polish (W) <b>2:00 Catholic Mass (DR)</b> 4:00 Bible Study (DR) 5:00 Refreshments &amp; Music (DR)</p>	<p><b>17</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 TV Rosary &amp; Mass (DR) 10:30 1:1 Menus (W) <b>2:00 Making Banana Bread (DR)</b> 3:00 Candy Cart (DR) 4:00 Activity Cart (W) 5:45 Refreshments (DR)</p>	<p><b>18</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 Traveling Creations (W) 10:00 W/C Exercise (DR) 10:00 1:1 Menus (W) 2:00 Bingo (DR) 4:00 1:1 Readings (CW)</p>	<p><b>19</b> 7:30 Coffee &amp; Newsletter (DR) 9:30 Menu Selections (W) 9:00 Traveling Creations (W) 1:00 Candy Cart (W) 1:30 Asquith (A) 2:00 Ice Cream Social (DR) 4:00 1:1 Walks (W)</p>
l (W) ss (DR) lho ld (W) (W) urch (DR)	<p><b>22</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 Wheelchair Exercise (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR) 4:00 Games (AW)</p>	<p><b>23</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 Volleyball &amp; Bingo (DR) 11:30 Blast from the Past (DR) 2:00 No Bake—Mini Cheese Cakes (DR) 4:00 Bible Study (DR)</p>	<p><b>24</b> 7:30 Coffee &amp; Newsletter (DR) 9:00 Traveling Creations (W) 10:00 TV Rosary &amp; Mass (DR) 10:00 Outing Casino (O) 2:00 Bingo (DR) 3:00 Candy Cart (DR) 4:00 1:1 Hand Messages (W) 5:45 Drinks &amp; Music (DR)</p>	<p><b>25</b> 7:30 Coffee/Newsletter (DR) 9:00 Traveling Creations (W) 10:00 Chit Chat &amp; Nail Polish (DR) 2:00 Euchre (DR) 4:00 1:1 Readings (AW)</p>	<p><b>26</b> 7:30 Coffee &amp; Newsletter (DR) 7:30 Bk W/Activities (DR) 9:30 Menu Selections (W) 1:00 Candy Cart (W) 1:30 Asquith (A) <b>2:00 National Pretzel Day (DR)</b> 4:00 Book Cart (W)</p>
(W) (DR) oss (W) N) (DR)	<p><b>29</b> 7:30 Coffee/Newsletter (DR) 9:00 Traveling Creations (A) 10:00 Wheelchair Exercise (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR) 4:00 Games (BW)</p>	<p><b>30</b> 7:30 coffee/Newsletter (DR) 9:00 Traveling Creations (W) 10:00 Chit Chat &amp; Nail Polish (W) 11:30 (DR) 2:00 National Tie Dye Day (DR) 4:00 Bible Study (DR) 5:00 Coffee &amp; News (DR)</p>	<p>DR = Dining Room O=outing AW = A-wing OS—Outside BW = B-wing AR—Act Room CW = C—wing W = On the Wings L—Lobby</p>	<p><b>CALENDAR SUBJECT TO CHANGE</b></p>	
					<p><i>Letters from Activities will be created various 1:1 crafts and/or cards (Traveling Creations) with resident Please let us know if you would like to attend</i></p>

# May

Mon

Tue

Wed

Thu

Fri

	Mon	Tue	Wed	Thu	Fri
<b>O=outing -Outside -Act Room</b>	<b>CALENDAR SUBJECT TO CHANGE</b>		1 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:00 TV Rosary & Mass (DR) 10:30 1:1 Menus (W) 2:00 May Day Baskets (DR) 3:00 Candy Cart (W) 4:00 1:1 Hand Massage (W) 4:45 Coffee & May Day Trivia (DR)	2 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (W) 10:30 Wheelchair Exercise (DR) 12:00 Texas Hotdog Lunch W/Act (DR) 2:00 Bingo (DR) 4:00 1:1 Chicken Soup for Soul (AW) 5:00 Chit Chat & Coffee (DR)	3 7:30 Coffee & Newsletter (DR) 9:30 Menu Selections (A) 9:00 Traveling Creations 11:45 Jeopardy (DR) 1:00 Candy Cart (W) 1:30 Asquith (DR) 2:00 1:1 Walks (OS)
Mass (DR) T Sound Army (DR)	6 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 W/C Exercise (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR) 4:00 Cards for Nurses (BW)	7 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 President Council/ Food Committee (DR) 2:00 The Birthday Party (DR) 4:00 Bible Study (DR) 5:00 Refreshments & News (DR)	8 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 TV Rosary & Mass (DR) 10:30 1:1 Menus (W) 1:00 Shopping @ Tops (O) 2:00 Bingo (DR) 3:00 Candy Cart (W) 4:00 Music (W) 4:45 Sing a-long to happy music (DR)	9 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 W/C Exercise (DR) 10:00 1:1 Menus 11:45 Deal or No Deal (DR) 2:00 Snow cones—(OS) 4:00 1:1 Readings (BW)	10 7:30 BK W/Activities (DR) 7:30 Coffee & Newsletter (DR) 9:30 Menu Selections (A) 9:00 Traveling Creations (A) 12:00 National Shrimp Day (DR) 1:00 Candy Cart (W) 1:30 Asquith (DR)
Books (W) W/PE S (DR) S (W)	13 Casino Day/ Roaring 20's 9:00 1:1 Traveling Creations (A) 7:30 Coffee & Casino Mats (DR) 9:30 Poker/Casino Games (DR) 10:30 Dog visits W/Haley (W) 2:00 Mocktail Bar (DR) 3:00 Candy Cart (DR) 4:00 Casino Games (CW)	14 The 50's Day 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 Learn to Hand jive (DR) 2:00 Music W/ Jack Ellis & Ice cream Floats (DR) 4:00 Bible Study (DR) 5:00 50's Trivia (DR)	15 The 60's Day 9:00 1:1 Traveling Creations (A) 10:00 Happy Head Dance (DR) 10:30 1:1 Menus (W) 2:00 Planting in Planters (OS) 3:00 Candy Cart (DR) 4:00 1:1 Reminiscence 60's (W) 5:00 60's Trivia (DR)	16 The 70's Day 7:30 Coffee & Newsletter (DR) 9:00 Traveling Creations (A) 10:00 Family Feud (DR) 10:00 1:1 Menus (W) 2:00 Disco & Doughnuts (DR) 4:00 1:1 Readings (CW) 5:00 70's Trivia (DR)	17 The 80's-Rock & Roll 7:30 Coffee & Newsletter (DR) 9:30 Menu Selections (W) 9:00 Traveling Creations (A) 1:00 Candy Cart (W) 2:00 Pin The Tour Bus on the Map/Party Snow cones (DR)
Church (W) Mass (DR) e s(W) urch	20 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 Wheelchair Exercise (DR) 10:30 Dog visits W/Haley (W) 2:00 Bingo (DR) 3:00 Candy Cart (DR) 4:00 Games (AW)	21 7:30 Coffee & Newsletter (DR) 9:00 1:1 Traveling Creations (A) 10:00 Valley of Villains Party (DR) 11:30 Name the Vehicles (DR) 2:00 Painting Bird Houses (DR) 4:00 Bible Study (DR) 5:00 Coffee & News (DR)	22 7:30 Coffee & Newsletter (DR) 9:00 Traveling Creations (A) 10:00 TV Rosary & Mass (DR) 12:00 Lunch @ Perline (O) 2:00 Bingo (DR) 3:00 Candy Cart (DR) 4:00 1:1 Hand Messages (W) 4:45 Dining Room Fun (DR)	23 7:30 Coffee/Newsletter (DR) 9:00 Traveling Creations (A) 10:00 Wheelchair Exercise (DR) 11:45 Are You smarter than a 5th Grader? (DR) 2:00 Bowling (DR) 4:00 1:1 Readings (AW) 5:00 Refreshments & News (DR)	24 7:30 Coffee & Newsletter (DR) 7:30 Bk W/Activities (DR) 9:00 Traveling Creations (A) 9:30 Menu Selections (W) 1:00 Candy Cart (W) 1:30 Asquith (A) 2:00 1:1 Trail Walks (OS)
r (W) s (DR) Loss (W) W) DR)	27 7:30 Coffee/ Newsletter (DR) 9:00 Traveling Creations (A) 10:00 Making Memorial Day Poppy's (DR) 10:30 Dog visits W/Haley (W) 2:00 Memorial Day Recognition (DR) 3:00 Candy Cart (DR)	28 7:30 coffee/Newsletter (DR) 9:00 Traveling Creations (A) 10:00 Chit Chat & Nail Polish (W) 11:30 National Burger Day (DR) 2:00 Ferry Patch (DR) 4:00 Bible Study (DR) 5:00 Coffee & News (DR)	29 7:30 Coffee & Newsletter (DR) 9:00 Traveling Creations (A) 10:00 TV Rosary & Mass (DR) 10:00 VIP Gaming (O) 2:00 Bingo (DR) 3:00 Candy Cart (DR) 4:00 1:1 Hand Messages (W)	30 7:30 Coffee & Newsletter (DR) 9:00 Traveling Creations (A) 10:00 W/C Exercise (DR) 10:00 1:1 Menus (W) 11:45 Hangman (DR) 2:00 Wine & Cheese (DR) 4:00 1:1 Readings (CW)	31 7:30 Coffee & Newsletter (DR) 9:00 Traveling Creations (A) 9:30 Menu Selections (W) 1:00 Candy Cart (W) 1:30 Asquith (A) 2:00 Ice Cream Social (DR) 4:00 Book Cart (W)

**ATTACHMENT A**

**Winter / Spring**

Week 3 menu  
2/1

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Orange Juice Rice Krispies Scrambled Egg Buttered Toast	Cranberry Juice Farina Hard Cooked Egg Lem. Poppy Muffin	Prune Juice Bran Flakes Scrambled Egg Hash Browns Buttered Toast	Banana Oatmeal Hard Cooked Egg Bu Raisin Bread	Cran Apple Juice Cheerios Scrambled Egg Buttered Toast	Orange Juice Cream of Rice Hard Cooked Egg Cinn Coffee Cake	Apple Juice Cornflakes Sausage Links Pancakes with Syrup
Beef and Mix Vegetable Stew over Biscuit	Salisbury Steak Diced Potatoes Butter Parmesa Garlic Zucchini	Roast Pork/Gravy Mashed Potatoes Buttered Beets	Lasagna with Meat Sauce Buttal Green Beans Fresh Garlic Brd	Baked Fish with Tartar Sauce Tater Tots Creamy Cole Slaw	Sloppy Joe on a Bun Bu Spinach with Lemon Wedge	Ham /Fruil Sauce Bu Sweet Potato Bu Italian Mixed Vegetables
Pudding	Apple Crisp	Cookie	Applesauce	Pears	Pineapple Tidbits	Coconul Crm Pie
Open Face Tuna Cheese Melt Bu Green Beans	Baked Fish/tartar Bu Mashed Potato Buttered Beets	Beef Patty/Sauce Bu Mashed Potato Bu Zucchini	Rst Turkey/gravy Mashed Potatoes Buttered Peas	Pepper Steak Bu Mashed Potato Buttered Broccoli	Roast Pork /gravy Mashed Potatoes Bu Mix Vegetable	Roast Beef /gravy Mashed Potatoes Bu Yellow Squash
Cheese Pepperoni Pizza Slice Tos'd Salad / drsg	Chicken Noodle Bake Buttered Carrots	Spanish Rice Buttered Cabbage	Texas Hot Dog On a Bun Toss Salad / Drsg	Homemade Vegetable Soup Ham Salad on Croissant / Peach	Rst Turkey /gravy Mashed Potato Bu Peas & Carrots	Opn Face Meatloaf Sandwich / gravy Bu Brussel Sprout
Fresh Fruit Cup	Pears	Mandarin Oranges	Fruited Jell-O	Chocolate Cake	Banana Pudding	Fruit Cocktail
Creamed Egg on Toast Buttered Capri Blend Veg	Shaved Beef on Kaiser Roll Tomato Juice	Baked Ham w/ Pineapple Sauce Bu Mashed Potato Buttered Broccoli	Chicken Patty On a Bun Buttered Carrots	Cheeseburger on Bun Bean Salad	Egg Salad Sand on Wheat Brd Buttered Zucchini	Quiche Dinner Roll / marg Bu Stew Tomato

ALTERNATES FOR DINNER OR SUPPER MUST BE ORDERED TWO DAYS BEFORE THE MENU DAY APPEARS N.05, R: 12/06, 12/07, 3/09, 10/09

If you would like to see the full week's menus, please see the Diet Tech. Please Note – not all trays may have exactly what is on the menu due to likes, dislikes, type of diet ordered, restrictions, availability and allergies. This is why one resident might get a salad and another resident does not, or a resident gets a fruit cup instead of cake. Any questions please see the Charge Nurse or Diet Tech.

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## 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. 19<sup>th</sup> 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 <sub>5</sub>	250 mg/l*	24 Hour Composite (Time based)
*TSS	250 mg/l*	24 Hour Composite (Time based)
Flow (MGD)		24 Hr. Total (recorded hourly)

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

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

## S-5 SAMPLE ANALYSES – REPORTING

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

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

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

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

# INSPECTION

## I-1. RIGHT OF ENTRY

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

## I-2. RECORDS RETENTION

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

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

# COMPLIANCE

## C-1. CITY ORDINANCE

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

## C-2. COMPLIANCE SCHEDULE

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

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

## C-3. PROGRESS REPORT

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

## C-4. FINAL COMPLIANCE REPORT

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

#### C-5. PRETREATMENT FAILURE

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

#### C-6. CIVIL AND CRIMINAL PENALTIES

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

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

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

#### C-7. SIGNIFICANT NONCOMPLIANCE

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

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

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

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**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	
<b>WORKERS' COMP.</b>	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>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.*

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