

***2016 BID SPECIFICATION FOR THE PROVISION
OF
TRANSPORTATION SERVICES
TO
EARLY INTERVENTION AND PRESCHOOL
SPECIAL EDUCATION CHILDREN'S PROGRAM
IN
TIOGA COUNTY, NEW YORK***



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TIOGA COUNTY
NOTICE TO BIDDERS

BID TITLE: *TRANSPORTATION SERVICES TO EARLY INTERVENTION AND PRESCHOOL HANDICAPPED CHILDREN'S PROGRAM IN TIOGA COUNTY*

For contract period July 1, 2016 through June 30, 2019

Bid submissions shall be in a sealed envelope. Sealed envelope shall be clearly marked with:

1. Bidder's full name and address;
2. The Bid Title;
3. Deliver to: **Tioga County Law Department**
Attn: Judith Quigley, Esq., County Attorney
56 Main Street, Room 204
Owego NY, 13827

Bids shall be submitted and received at above address no later than:
May 31, 2016, 3:00 PM

A Bidders Conference shall be held on:
May 13, 2016, 2:00 PM
Hubbard Auditorium (Main Floor)
Ronald E. Dougherty Tioga County Office Building
56 Main Street, Owego NY 13827

Attendance at the Bidders Conference is not mandatory but is strongly encouraged.

Bids shall be opened on:
May 31, 2016, 3:15 PM
Legislative Conference Room (Main Floor)
Ronald E. Dougherty Tioga County Office Building
56 Main Street, Owego NY 13827

All bids shall be submitted on the form provided. No other forms shall be accepted.

Tioga County reserves the right to reject any and all bids not considered to be in the best interest of Tioga County.

If the bid is awarded, the transporter may not assign, transfer, convey, sublet or otherwise dispose of any right, title or interest in the award without the prior written approval of the Director of Public Health of Tioga County.

Bidders may withdraw their bids if no award has been made within forty-five (45) days of bid opening.

The bid price shall exclude any and all taxes, as Tioga County **BY LAW** is tax exempt.

Tioga County reserves the right to **REVISE** or **AMEND** the bid specifications prior to the bid opening date by **WRITTEN ADDENDA**.

Inquiries regarding this Bid must be mailed to: Judith Quigley, Esq., County Attorney, Tioga County Law Department, 56 Main Street, Room 2014, Owego, NY 13827 or e-mail quigleyj@co.tioga.ny.us no later than May 17, 2016, 3:00 PM. Responses to inquiries will be posted by May 20, 2016 3:00 PM at: <http://tiogacountyny.com> "Bids & RFPs".

I. INTRODUCTION

The Tioga County Early Intervention and Preschool Special Education Children's Program is seeking bids per the following specifications for the provision of transportation service to handicapped children authorized by the Early Intervention Program in accordance with recommendations by the child's local Committee on Preschool Special Education (CPSE) to attend education/rehabilitation programs and approved by the child's Board of Education. The service specified will provide specialized transportation to and from their service providers in and adjacent to Tioga County.

II. SERVICE DESCRIPTION

The successful bidder(s) will provide curb to curb transportation services to handicapped and disabled children from zero through five years of age to and from educational/rehabilitation programs in Tioga County and the contiguous counties in the State of New York. The service to be provided under this contract(s) are authorized by the Early Intervention Program in accordance with recommendations by the CPSE and approved by the child's Board of Education. The successful bidder shall be responsible for providing all necessary transportation services to all children requiring it. The successful bidder shall be responsible for providing all personnel, equipment and support not otherwise provided for in this specification, necessary to operate awarded services. **The successful bidder will be required to abide by the terms of the Transportation Management Agreement for Early Intervention and Preschool Special Education Programs attached hereto as Appendix A and incorporated herein.**

It shall be understood that the transportation of these children is a specialized function. It is our purpose and intent that the children are transported to and from the service providers regularly, promptly, safely and without interruption or incident, and that the interest of the children in such transportation shall take precedence over the interest of the successful bidder and its drivers. The successful bidder is solely responsible for the safety of the children to and from the educational/rehabilitation programs and service providers.

All information provided or obtained in the performance of this Agreement shall be confidential and shall not be disclosed. Successful bidder will comply with all applicable

HIPAA requirements, including execution of the Tioga County Business Associate Agreement (attached as Appendix B).

III. GENERAL BID TERMS AND CONDITIONS

The following general terms and conditions shall prevail unless otherwise modified by County within this proposal document. Tioga County reserves the right to reject any proposal which does not conform to the following terms and conditions:

A. Complete Proposals

All proposals submitted shall be typewritten and all information contained therein must be legible. Any and all corrections and/or erasures must be initialed. The proposal cover letter shall be signed by an officer of the bidding company. Expenses incurred in developing and submitting a proposal are borne entirely by the bidder. Potential bidders must respond to all requested items. Failure to respond may result in County rejecting the entire proposal.

B. Qualifications of Bidders

Tioga County shall make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services outlined herein, and bidder shall furnish to County any and all such information and data for this purpose as may be requested. County further reserves the right to reject any Bid if the evidence submitted by, or if investigations of, such bidder fails to satisfy County that such bidder is properly qualified to carry out the obligations of the contract and to provide the services contemplated herein.

C. Financial Stability

Bidders must demonstrate financial stability and County reserves the right to conduct independent background checks to determine the financial strength of any and all organizations or individuals submitting bids.

D. Confidentiality of Proposals

All proposals and supporting documents shall be submitted in a sealed envelope to provide confidentiality of the proposal information prior to the proposal opening. Once the contract is awarded, all proposals and supporting documents become public information and are available for inspection.

V. RIDERSHIP LIST AND INFORMATION

Attached is a chart of the Current Population Being Served (Appendix C) listing the number of children currently participating with zip code and town location and provider site.

This information is provided for informational purposes to assist in the bid estimation process and may not be relied on by the bidder as an adequate projection of the actual

number of children that will require transport under this program.

Due to the nature of the service and its dependence upon the recommendations of Early Intervention Programs and CPSE's, children may be added or deleted to those known prior to bid. The successful bidder(s) shall be obligated and required to provide such transportation service as authorized by the Early Intervention Programs or in accordance with recommendations by CPSE, and approved by the Boards of Education.

V. BID SCHEDULE

A. Bid Solicitation Schedule

May 31, 2016, 3:00 PM - Deadline for Bid Submission

Materials to be included with bid that must be submitted by this date include:

1. Pricing Sheet (Appendix D);
2. Bidder Certification (Appendix E);
3. Non-Collusion Bidding Certificate (Appendix F);
4. Certification of Debarment, Suspension and Responsibility (Appendix G);
5. Equipment Roster (Vehicles to be used for contract work) (Appendix H);
6. Driver Roster (New York State 19-A Certification) (Appendix I).

NOTE: Copies of the above forms to be used are contained elsewhere in this specification (see Index).

B. Post Bid Schedule

1. Successful bidders shall be prepared to begin service on the contract start date.

VI. CONTRACT PERIOD

The period of this contract shall run from **July 1, 2016** through **June 30, 2019**. In the event that responsibility for the operation of the Early Intervention and/or Preschool Special Education Program shall be legislatively transferred to another agency during the term of the contract, the contract shall terminate upon the effective date of the transfer of responsibility, unless the new agency assumes the contract.

VII. AWARDING OF THE CONTRACT

In accordance with General Municipal Law §103, Tioga County shall award the Bid to the lowest responsible bidder conforming to the Bid Specifications contained herein. In evaluating whether a bidder is a Responsible Bidder, Tioga County will consider the responses to requirements set forth in herein. Tioga County shall evaluate, among other factors, the bidder's ability to perform the contract, successful completion of comparable work, history of poor performance of comparable work, financial responsibility, business integrity and bidder's cooperation with inquiries and willingness to provide requested

information. **Tioga County expressly reserves the right to reject any and all bids.** Tioga County reserves the right to waive any minor deviations from the bid specifications outlined herein.

VIII. BID PROCEDURE

Bidders shall submit sealed bids using the enclosed forms to:

Judith Quigley, Esq., County Attorney
56 Main Street, Room 204
Owego, NY 13827

NO LATER THAN MAY 31, 2016, 3:00 pm

Bids will be submitted as a unit price per child, applicable to all participants in all programs. The unit price shall be based on the total cost of transporting the child one way to or one way from authorized service providers.

Bidders may bid on one or both zones as identified below:

Zone 1: Children needing transportation to service providers in Owego (Tioga County), Broome County and Cortland County. This primarily includes children found within the Newark Valley, Owego-Apalachin and Tioga Central School districts but is not limited to children in these three school districts.

Zone 2: Children needing transportation to service providers located in Waverly and Spencer (Tioga County), Chemung County and Tompkins County. This primarily includes children found within the Waverly, Candor, Spencer-Van Etten and Tioga Central School districts but is not limited to these four school districts.

Should providers be utilized that are found outside of the contiguous counties to Tioga County, the Zone will be based on the contiguous nature of said county to the mentioned counties in the zone (e.g. Delaware County, as it borders Broome County, would be Zone 1; Steuben County, as it borders Chemung County, would be Zone 2).

Tioga County reserves the right to assign children who may be placed with a provider in the State of Pennsylvania to the most appropriate Zone.

APPENDIX A

**TRANSPORTATION MANAGEMENT AGREEMENT
FOR EARLY INTERVENTION AND
PRE-SCHOOL SPECIAL EDUCATION PROGRAMS
BETWEEN TIOGA COUNTY AND _____**

THIS AGREEMENT, made this _____ day of _____, 2016, between the COUNTY OF TIOGA (hereinafter referred to as the "COUNTY"), a municipal corporation of the State of New York, having its principal office at 56 Main Street, Owego, New York, 13827, and _____, having its principal offices at _____ (hereinafter referred to as the "CARRIER".

WHEREAS, the COUNTY seeks transportation services for Tioga County children aged 0-5 years who are served by the Early Intervention and/or Pre-School Special Education programs; and

WHEREAS, the CARRIER provides transportation services as defined by Article 19-A of the Vehicle and Traffic Law the State of New York; and

WHEREAS, the COUNTY selected the CARRIER to enter into an agreement intended and designed to provide coordination and transportation services to Early Intervention and Pre-School Special Education Children at fair and reasonable rates; and

WHEREAS, the Tioga County Legislature by Resolution No. _____ and dated _____, 2016 authorized The County of Tioga to enter into a contract with CARRIER for these services;

NOW, THEREFORE, it is mutually agreed between the parties as follows:

I. TERM OF AGREEMENT

This Agreement shall become effective July 1, 2016, and shall extend through and include June 30, 2019.

In the event that responsibility for the operation of the Early Intervention and/or Preschool Special Education Program shall be legislatively transferred to an agency other than Tioga County Public Health during the term of the contract, the contract shall terminate upon the effective date of the transfer of responsibility, unless the new agency assumes the contract.

II. INCORPORATION OF BID SPECIFICATION

The CARRIER acknowledges that the Bid Specification issued by the COUNTY, the Clarifications and Responses to Questions issued by the COUNTY, and the Proposal submitted by the CARRIER is hereby incorporated into and made a part of this Agreement by reference as

if they were attached hereto. In the event any provision of this Agreement is in conflict with any provision of the documents stated herein, this Agreement shall govern.

III. SERVICE DESCRIPTION

The CARRIER agrees to provide curb to curb transportation services to handicapped and disabled children from zero through five years of age to and from educational/rehabilitation programs in Tioga County and the contiguous counties in the State of New York. Service is to be provided under this contract as authorized by the Early Intervention Program in accordance with recommendations by the CPSE and approved by the child's Board of Education. The CARRIER shall be responsible for providing all necessary service to all children requiring it. The CARRIER shall be responsible for providing all personnel, equipment and support not otherwise provided for in this specification, necessary to operate awarded services.

It should be understood that the transportation of these children is a specialized function. It is COUNTY'S purpose and intent that the children are transported to and from the service providers regularly, promptly, safely and without interruption or incident, and that the interest of the children in such transportation shall take precedence over the interest of the CARRIER and its drivers. The CARRIER is solely responsible for the safety of the children to and from the educational/rehabilitation programs and service providers.

The CARRIER shall be responsible for coordination of all transportation services with the exception of the designation of participants, which shall be by the Tioga County Public Health Department, and except as otherwise set forth herein.

Parents may choose to transport their children themselves, and in such cases, these specifications shall not apply.

The CARRIER and Tioga County Public Health Department staff, and any other County Personnel shall meet at least quarterly. Either the CARRIER or the County can hold other meetings on request.

Due to rapid changes in requirements, CARRIER may need to be available for training if requested by the COUNTY.

IV. HOURS OF OPERATION, TIME SCHEDULES AND GENERAL REQUIREMENTS

- A. Hours of operation required will be determined by program agencies and service providers.
- B. The CARRIER is to transport children in the shortest possible time. No child shall be on the bus for more than sixty minutes on any one-way trip.
- C. Arrival and departure will be within twenty minutes prior to start time or within twenty minutes after dismissal time of the service provider facility attended by the

child. Any change in this time shall require permission of the Tioga County Health Department, Preschool Special Education or Early Intervention Program. Failure to comply within these prescribed time windows will result in forfeiture of payment for the trip.

- D. No transferring of children between vehicles will be permitted without the permission of the Tioga County Director of Public Health or his/her designee(s).
- E. Permission exempting any of the above requirements requires prior written documentation from the Tioga County Preschool Special Education or Early Intervention Program.
- F. Every effort will be made to notify the CARRIER of cancellations at least 2 hours in advance of pickup. In instances where 2-hour notice cannot be provided, the CARRIER will be paid for performing the one-way trip. Notification of canceled trips will come from the parent of the child being transported. The CARRIER shall provide toll-free telephone access to their offices for parents to contact the CARRIER in emergent cases, with the capability to leave a message if the office is not staffed.
- G. In the event a child fails to cancel and does not appear for pickup and transportation, the CARRIER shall provide a written notice to the Tioga County Preschool Special Education or Early Intervention Program. On the third consecutive day of failure to notify and appear, or five overall incidents within a school semester time-frame, transportation of said child shall be suspended and shall not be reinstated without prior written authorization by the Director of Public Health.
- H. No vehicle that contains a child occupant(s) shall be left unattended at any time, and the driver shall be within reach of the door if outside of the vehicle.
- I. No CARRIER may deliver a child to either the service provider or residence unless an Authorized adult is there to directly receive.
- J. In the event that an authorized adult is not home to receive the child in the afternoon, the driver shall notify CARRIER immediately. CARRIER shall call the child's home, and if there is no answer, the backup numbers provided by DEPARTMENT.
- K. If no one is available at any of the numbers, CARRIER shall immediately notify DEPARTMENT, who shall then initiate a hotline call to the New York State Child Abuse Hotline.
- L. The driver shall stay with the child until an appropriate person has assumed responsibility for the child. This can include continuation of the route schedule.

- M. No child shall be fed anything without written permission from parent, agency and/or Tioga County Public Health Department.

V. ACCIDENTS AND INTERRUPTION OF SERVICE

- A. In the event of an accident or other incident involving injury to or illness of a child, the CARRIER'S driver shall immediately take all necessary and appropriate action to preserve and maintain the health, safety and welfare of the children. Once the necessary and appropriate actions have been taken in regard to the children, the driver shall then immediately notify the COUNTY, the parents of the child or their designated emergency number, and will notify the service provider if the child will not be delivered within the scheduled time frame.
- B. As soon as practical but no later than 48 hours after an accident or incident, the CARRIER shall provide COUNTY with a written report of said accident or incident, together with copies of any applicable police or other reports. The written report shall contain a description and, if applicable, diagram of the accident or incident and the names, addresses and contact information of all parties and witnesses thereto.
- C. In the event that service must be interrupted, the CARRIER will immediately notify Tioga County Public Health Department, Joan Kellogg at (607) 687-8632 or (607) 687-8600. Notification will include the cause of interruption, expected duration and remedial action to be taken.
- D. It will be the responsibility of the CARRIER, in the event of interrupted service or lateness beyond the acceptable window to notify by telephone all affected patrons.
- E. It shall be a primary obligation of the CARRIER to operate its affairs so that service providers and the COUNTY will be assured of continuous and reliable service.

VI. VEHICLES

- A. Vehicles must be specially equipped with appropriate size seat belts, harnesses, and/or any other form of support-restraint necessary to ensure each child's safety and for the securing of car seats. There must be a sufficient number of wheelchair accessible vehicles to meet demand at any given time.
- B. Vehicles used must have current New York State Department of Transportation inspections. Transporter must have a New York State Department of Transportation permit to operate service vehicle for the transportation of handicapped children and must comply with all Federal, State and local regulations governing the use of motor vehicles.

- C. Carrier shall fully comply with the New York State Department of Education and New York State Department of Health Regulations pertaining to the transportation of the Mentally Retarded and Physically Handicapped, including those provisions regarding vehicles.
- D. Costs of physical examinations and driver instruction on safety practices/ procedures and specific needs of handicapped children are the responsibility of the CARRIER.
- E. CARRIER will furnish the COUNTY with a list of vehicles which will be used to perform this contract, all of which must be equipped with a New York State Department of Transportation inspection/permit and approved at all times that vehicles are in use. Specific information regarding these vehicles that is to be kept on file is as follows:
 - 1. Type/description
 - 2. Seating capacity
 - 3. Year/Type of fuel used
 - 4. Make
 - 5. Operators vehicle number
 - 6. Name/Address of registered owner
 - 7. NYS Motor Vehicle Registration Number
 - 8. Locations of terminals (and telephone numbers) from which vehicles will be dispatched
 - 9. Photostatic proof of operating authority for each vehicle used
 - 10. The method that will be utilized in summoning assistance in the event of an accident, disabled vehicle, or any other event requiring outside assistance.

CARRIER will provide updated specific information should the above information change during the course of the contract.

- F. It is the responsibility of the CARRIER to maintain the New York State Department of Transportation and operating authority permits for above-mentioned vehicles (and any of the motor vehicles used in the performance of this contract).
- G. CARRIER shall comply with the New York State Department of Motor Vehicles Article 19-A Guidelines.

VII. DRIVERS AND AIDES

- A. The CARRIER shall require New York State DMV § 19-A physicals for all drivers. A record of such examinations shall be maintained for inspection upon

request by an authorized person of the Tioga County Public Health Department. Each driver of a motor vehicle shall have the appropriate and valid operator's or chauffeur's license to operate such motor vehicle.

- B. In addition to the driver, the CARRIER may be required by the COUNTY to provide and transport one adult aide on each bus who shall be physically capable of supervising the safety and welfare of the children while they are in the care of the CARRIER. Where the COUNTY requires an aide, the CARRIER shall receive an additional reimbursement by the COUNTY for such aide at the rate of \$_____ per quarter hour or portion thereof the aide is on the bus and supervising the child. Any additional cost above said rate shall be the responsibility of the CARRIER.
- C. Drivers and aides shall be trained in Red Cross Multi-Media First Aid, including CPR for children and infants, and have proof thereof on file for inspection by the Tioga County Public Health Department, with cost of this training being paid by the CARRIER.
- D. Requirements for drivers:
 - 1. Shall be physically and morally capable of supervising the safety and welfare of the children while they are in the care of the CARRIER.
 - 2. Shall be properly attired in a uniform.
 - 3. Shall remain assigned to the same routes with a minimum of change.
 - 4. Shall see that each child on vehicle is properly secured.
 - 5. Shall meet the basic New York State Department of Motor Vehicles Article 19-A physical requirements.
 - 6. Shall be at least 18 years of age.
 - 7. Shall be eligible for full qualification under Section 19-A of the New York State Motor Vehicle Law for School Bus Operators.
 - 8. Shall have a basic knowledge of the needs of handicapped children and be able to interact with them appropriately.
 - 9. Shall have a picture ID from the CARRIER.
- E. The COUNTY, including the Tioga County Public Health Department, retains the right to review all personnel records pertaining to employees who are utilized in the fulfillment of this contract. COUNTY shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by the CARRIER.
- F. It is recognized that, for the protection of the children being transported, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The COUNTY places upon the CARRIER and the CARRIER agrees to accept full responsibility for assuring such qualifications in personnel.
- G. The CARRIER agrees that it will not allow any person to drive a vehicle who

does not meet the criteria of Section VII (D) or who is at the time of operation of a vehicle mentally, physically or emotionally impaired. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the CARRIER, and the CARRIER agrees that it shall not enter into agreement or arrangement with any employees, persons groups or organizations which may in any way interfere with the CARRIER's ability to comply with this requirement.

- H. The CARRIER agrees to provide to the COUNTY, and the COUNTY'S Director of Public Health, all documentation and certifications determined necessary by the COUNTY and the COUNTY'S Director of the Public Health Department to verify the qualifications of drivers provided under the contract. All drivers will be expected to fully qualify under Section 19-A of the New York State Motor Vehicles Law for school bus operators. Further qualifications may be required as determined by the Director of the Public Health Department.
- I. A complete submission of driver qualification documentation must be made to the Tioga County Early Intervention and Preschool Special Education Children's Program (c/o Director of the Public Health Department) no later than five (5) days before the start of the contract. Detailed driver minimum qualification requirements and procedures are set forth in 19-A Law.
- J. The CARRIER shall in all respects comply with Article 19-A of the New York State Vehicle and Traffic Law in providing the services set forth in this Agreement.

VIII. RECORD KEEPING REQUIREMENTS

- A. The CARRIER shall provide upon request to the County Public Health Department, (and such additional persons/agencies as the Department of Public Health may request) with monthly data for:
 - 1. Number of passengers carried, with dates, times of service, pick-up location and program;
 - 2. Number of no-shows occurred, along with names of individuals involved;
 - 3. Trip cancellations (trips canceled by telephone).
- B. The CARRIER agrees to maintain accurate and detailed records of the services performed by it and/or its employees pursuant to this agreement, reflecting the nature of the work performed, and to have such records available for six years after this agreement's term for inspection and audit by appropriate representatives of the COUNTY, including the Department of Public Health and/or the County Treasurer, and designated agencies of the State of New York and federal government. In addition, the CARRIER shall perform the services authorized under this Agreement in a spirit of cooperation with the COUNTY, and shall be

available to entertain reasonable requests for information from appropriate COUNTY personnel.

IX. INSURANCE AND INDEMNIFICATION

The CARRIER, at its own cost and expense, agrees to the insurance, indemnification and general terms and conditions set forth in Attachment A attached hereto entitled “Tioga County, New York – General Contract and Insurance Specifications”, which are to be incorporated herein by reference as if fully set forth.

X. PAYMENT AND PAYMENT PROCEDURES

A. *For the full and satisfactory performance by CARRIER of all services required by this contract and following the submission of any and all of the documentation required by this agreement the COUNTY shall pay the CARRIER an amount not to exceed the following:*

Zone 1: (Children needing transportation to service providers in Owego (Tioga County), Broome County and Cortland County. This primarily includes children found within the Newark Valley, Owego-Apalachin and Tioga Central School districts but is not limited to children in these three school districts.)

The unit price per child one way to or one way from an authorized service provider: _____.

Zone 2: (Children needing transportation to service providers located in Waverly and Spencer (Tioga County), Chemung County and Tompkins County. This primarily includes children found within the Waverly, Candor, Spencer-Van Etten and Tioga Central School districts but is not limited to these four school districts.)

The unit price per child one way to or one way from authorized service provider: _____.

B. CARRIER billing is to occur monthly and be itemized to show the names of passengers carried, the program (Early Intervention or Preschool Handicapped Children), dates of service and charges per passenger trip.

C. The Director of the COUNTY’S Public Health Department reserves the right to make advance payments, and if any advance payments are made, they will be reconciled with the next monthly billing, and the amount advanced shall be deducted from the monthly billing amount. The Director of the COUNTY’S Public Health Department reserves the right to withhold payment to the CARRIER for failure to comply with contract obligations.

XI. PERFORMANCE/TERMINATION

Should the CARRIER become insolvent or file for bankruptcy, or should it refuse or neglect to perform in a proper manner as directed by the COUNTY, or otherwise fail in the performance of any of its obligations under the contract, the COUNTY, upon seven (7) days written notice, may, without prejudice to any other right or remedy, terminate the contract. In such case, no further payment shall be made to the CARRIER. If the unpaid balance of the contract is less than the cost to the COUNTY of completing transportation for the remainder of the term, the additional cost shall be paid by the CARRIER to the COUNTY. The COUNTY reserves the right to complete the contract on such terms and conditions as it may arrange.

COUNTY also reserves the right to terminate the contract under the grounds outlined in New York State General Municipal Law 103-a, as follows:

Upon the refusal of a person, when called before a grand jury, head of state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,

- (a) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and
- (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July, nineteen hundred fifty-nine or with any fire district or any agency or official thereof on or after the first day of September, nineteen hundred sixty, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

XII. SUBCONTRACTORS

CARRIER may subcontract any mode of transportation in order to optimize efficiency;

however, the CARRIER must notify the COUNTY'S Public Health Department when subcontractors are utilized. All subcontractors will be responsible to and work under the supervision and authority of the CARRIER and per NYSDOT regulations. All subcontractors must agree with the CARRIER, in writing, to comply with the same terms and conditions imposed upon the CARRIER by this Agreement for provision of the services covered by this Agreement.

XIII. CONFIDENTIALITY

The CARRIER shall keep all information relating to persons receiving services under this Agreement confidential, in accordance with applicable federal and state laws and regulations. In addition, all records shall be kept and maintained in a confidential manner in compliance with all applicable HIPAA laws and regulations and shall not be released by CARRIER to anyone other than COUNTY except by Court Order or applicable law or regulation. Failure to comply with this provision shall be grounds for termination of this Agreement. CARRIER agrees to execute a Business Associate Agreement with Tioga County simultaneous with the execution of the instant Agreement.

XIV. INDEPENDENT CONTRACTOR

CARRIER and COUNTY stipulate and agree that CARRIER, and its employees, is an "independent contractor" as that term is defined under the statutes and case law of the State of New York, and nothing herein shall be construed to imply that either party is an agent of the other, or, except as otherwise expressly provided herein, that either is liable for the acts of the other. Neither party shall allow itself to be held out as an agent for or with the other party hereto.

It is further stipulated and agreed, by both of the parties herein, that CARRIER shall be responsible for any and all income taxes, FICA, Medicare and/or disability allowances required, and that CARRIER shall hold harmless and indemnify and defend the COUNTY in any action arising out of the failure of CARRIER to make such required tax and or other such payments to any Federal, State or regulatory body or agency.

XV. ACCEPTABILITY OF WORK

The CARRIER's services pursuant to this agreement shall be rendered in accordance with all applicable professional standards. The COUNTY shall, in all cases, determine the amount, quality, acceptability and fitness of the work performed hereunder, and shall determine every question which may arise relative to the fulfillment of this agreement on the part of the CARRIER, and said COUNTY'S decision shall be final, conclusive and binding upon the CARRIER; except that if such decision is arbitrary or capricious, the CARRIER may have such decision reviewed by a court of competent jurisdiction within the State of New York.

XVI. GOVERNING LAW

This Agreement and performance hereunder shall be governed by the laws of the State of New York.

XVII. COMPLIANCE WITH ALL LAWS

The CARRIER shall comply with all applicable laws of the United States, the State of New York, and the County of Tioga and with all laws and regulations of authorities having jurisdiction in this matter, including laws against discrimination.

XVIII. NON-ASSIGNMENT

Neither this Agreement nor any of the CARRIER’S rights and obligations hereunder may be assigned to any other party without the prior written consent of the COUNTY.

XIX. WAIVER

No term, provision or condition of this Agreement shall be deemed waived by the COUNTY or the CARRIER unless such waiver shall be in writing, approved and signed by the authorized representative of both the COUNTY and the CARRIER. No such waiver shall be deemed the waiver of any other term, provision or condition of this Agreement, nor be deemed the waiver of any present or subsequent breach of the same term, provision or condition.

XX. NOTICE

All notices, requests, demands and other communications required or permitted to be made hereunder shall be in writing and shall be deemed duly given if hand delivered against a signed receipt thereof, sent by certified mail, return receipt requested, first class postage prepaid, or sent by a nationally recognized overnight delivery service, in each case addressed to the party entitled to receive the same at the address specified below.

FOR Tioga County:
Tioga County Attorney
56 Main Street
Suite 204
Owego, New York 13827

FOR Carrier:

Either party may change the address to which communications are to be sent by giving notice of such change of address in conformity with the provisions of this Section providing for the giving of notice. Notice shall be deemed to be effective, if personally delivered, when delivered; if mailed, at midnight on the third business day after being sent certified mail; and if sent by a nationally recognized overnight delivery service, on the next business day following delivery to such delivery service.

XXI. RECORD RETENTION/AUDIT & REVIEW

The CARRIER agrees to retain all books, records and other documents relevant to this Agreement for seven years after final payment. Federal and/or State auditors and any person duly authorized by the COUNTY shall have full access and the right to examine any of said materials during said reporting period. These records shall be subject at all reasonable times for inspection, review or audit by the COUNTY and State and/or Federal personnel or their authorized representatives. The CARRIER agrees that it shall make available for audit and inspection by the COUNTY of designated agent, all financial and program records and cooperate with the review or audit entity.

XXII. HEADINGS

The Headings herein are provided for convenience purposes only and shall not be used to construe the material portions of this Agreement.

XXIII. ENTIRE AGREEMENT; AMENDMENTS:

This Agreement evidences the entire understanding and Agreement of the parties with respect to the subject matter hereof and supersedes and merges any prior understandings, contracts or Agreements. This Agreement may not be amended or modified except in writing subscribed to by both parties.

XXIV. MISCELLANEOUS

Any delay or forbearance by either party in exercising any right hereunder shall not be deemed a waiver of that right. Each party shall be responsible for its respective legal and other expenses incurred in connection with the preparation and negotiation of this Agreement. The provisions of the Agreement are independent of and severable from each other. No provisions hereof may be invalid or unenforceable in whole or in part. This Agreement may be executed in any number of counterpart each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute an Agreement. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories thereto.

IN WITNESS WHEREOF, this Agreement has been executed by TIOGA COUNTY and
_____ on the dates set forth below.

TIOGA COUNTY

BY: _____
Martha Sauerbrey, Chair
Tioga County Legislature

DATE: _____

BY: _____

DATE: _____

Attachment A
TIOGA COUNTY, NEW YORK
General Contract and Insurance Specifications

Project Description or Contract Number:	Transportation Services to Early Intervention and Preschool Special Education Children’s Program
Date Issued:	Monday, May 02, 2016 2:39 PM
Vendor name (“Contractor”):	
County Department:	Public Health

Please read these specifications very carefully. These specifications are part of your contract with Tioga County. It is advisable that you forward a copy of these specifications to your insurance agent. Tioga County’s waiver of any requirement(s) set forth herein shall not constitute a waiver of any other contract provision.

Part I. General Provisions

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an “occurrence basis” unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance certificates must be approved by the County Department of Law or its designee.
6. The amount of self-insured retention or deductibles must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A–, XI” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
 - (a) immediate termination of the contract;
 - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR

- (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

Part II. Required Insurance – Minimum coverage types and amounts

1.

Coverage Type	Minimum Limits														
<p><u>Commercial General Liability</u> <u>per standard ISO form or equivalent with no modification of coverage for contractual liability</u></p> <ul style="list-style-type: none"> All endorsed policy exclusions shall be disclosed by submittal of forms Tioga County shall be named Additional Insured, on a primary, non-contributory basis. The additional insured requirement shall be provided by ISO endorsement forms CG 20 10, CG 20 37 and CG 20 01 (or equivalent forms) and shall not contain any exclusion for bodily injury or property damage arising from completed operations. Submittal of the specified Additional Insured forms is required with the ACORD 25. 	<table> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products & Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal & Advertising Injury</td> <td>\$1,000,000</td> </tr> <tr> <td>Each Occurrence</td> <td>\$1,000,000</td> </tr> <tr> <td>Fire Damage</td> <td>\$300,000</td> </tr> <tr> <td>Medical Expense</td> <td>\$10,000</td> </tr> <tr> <td>Sexual Abuse & Molestation</td> <td>\$1,000,000</td> </tr> </table>	General Aggregate	\$2,000,000	Products & Completed Operations Aggregate	\$2,000,000	Personal & Advertising Injury	\$1,000,000	Each Occurrence	\$1,000,000	Fire Damage	\$300,000	Medical Expense	\$10,000	Sexual Abuse & Molestation	\$1,000,000
General Aggregate	\$2,000,000														
Products & Completed Operations Aggregate	\$2,000,000														
Personal & Advertising Injury	\$1,000,000														
Each Occurrence	\$1,000,000														
Fire Damage	\$300,000														
Medical Expense	\$10,000														
Sexual Abuse & Molestation	\$1,000,000														
<p><u>Automobile Liability (per standard ISO Form)</u> Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000</p> <p>Combined Single Limit \$150,000 No Fault (PIP) 1,000,000 Uninsured/Underinsured Motorist \$10,000 Medical Payments</p>														
<p><u>Umbrella / Excess Liability (Following Form)</u></p> <ul style="list-style-type: none"> To extend over CGL, Auto 	<p>\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate</p>														
<p><u>Workers' Compensation and Employer's Liability</u></p> <p>If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable</p>	<p>Part 1 – Statutory Part 2 – (Unlimited in NYS) \$100,000 Each Accident \$500,000 Disease Policy Limit \$100,000 Disease Each Employee</p>														
<p>(Proof of either Workers' Compensation Insurance or a NYS Workers' Compensation Board issued waiver of the Workers' Compensation insurance requirement is mandated by state law. There are no exceptions to this law.</p>															

2. The certificate face shall:
- indicate coverages and minimum amounts required in part II.1
 - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless prior written notice has been given to the Tioga County.

3. The Additional Insured & Certificate Holder should read:

County Of Tioga
Attn: Law Department
56 Main Street, Owego, NY 13827

Part III Defense and Indemnification

The following provisions concerning indemnification shall not be construed to indemnify the County for damages arising from bodily injury to persons or property contributed to, caused by or resulting from the sole negligence of the County or its employees.

The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind in connection with, or arising directly or indirectly from the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement.

Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid,.

Part IV Safety

Tioga County specifically reserves the right to suspend or terminate all work under this contract whenever Contractor and/or contractor's employees or subcontractors are proceeding in a manner that threatens the life, health or safety of any of contractor's employees, subcontractor's employees, county employees or member(s) of the general public on county property. This reservation of rights by Tioga County in no way obligates Tioga County to inspect the safety practices of the Contractor.

If Tioga County exercises its rights pursuant to this part, the contractor shall be given three days to cure the defect, unless Tioga County, in its sole and absolute discretion, determines that the service cannot be suspended for three days due to Tioga County's legal obligation to continuously provide contractor's service to the public or Tioga County's immediate need for completion of the Contractor's work. In such case, Contractor shall immediately cure the defect.

If the Contractor fails to cure the identified defect(s), Tioga County shall have the right to immediately terminate this contract. In the event that Tioga County terminates this contract, any payments for work completed by the Contractor shall be reduced by the costs incurred by Tioga County in re-bidding the work and /or by the increase in cost that results from using a different vendor.

APPENDIX B
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") by and between COUNTY OF TIOGA, having its business address at 56 Main Street, Owego, New York 13827 ("Covered Entity") and [CONTRACTOR], having its business address at [ADDRESS OF CONTRACTOR], ("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 "E PHI" 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 E PHI.

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

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

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

l. Personal Health Record means an electronic record of Individually Identifiable Health

Information on an Individual that can be drawn from multiple sources and that is managed, shared, and controlled by or for the Individual.

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

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

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

- (i) Electronic PHI has been encrypted as specified in the HIPAA Security Rule by the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key and such confidential process or key that might enable decryption has not been breached;
- (ii) Encryption processes tested by National Institute of Standards and Technology (NIST) and judged to meet this standard including:
 - (a) Valid encryption processes for data at rest consistent with NIST Special Publication 800-111, Guide to Storage Encryption Technologies for End User Devices;
 - (b) Valid encryption processes for data in motion that comply with Federal Information Processing Standards (FIPS) 140-2 including standards described in NIST Special Publications 800-2, guidelines for the Selection and Use of Transport Layer Security (TLS) Implementations; 800-77, Guide to IPsec VPNs; or 800-113, Guide to SSL VPNs, and may include others which are FIPS 140-2 validated;
- (iii) The media on which the PHI is stored or recorded has been destroyed on one of the following ways:
 - (a) Paper, film, or other hard copy media have been shredded or destroyed such that the PHI cannot be read or otherwise cannot be reconstructed;
 - (b) Electronic media have been cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization, such that the PHI cannot be retrieved.

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

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

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

2. Obligations of Business Associate.

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

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

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

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

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

PHI agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI.

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

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

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

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

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

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

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

3. Term and Termination.

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

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

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

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

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

5. Indemnification. Each Party agrees to indemnify, defend and hold harmless the other party and its respective employees, directors, officers, subcontractors, and agents from and against all claims, actions, damages, losses, liabilities, fines, penalties, costs or expenses (including without limitation reasonable attorney's fees) arising from or in connection with any Breach of this Agreement, or any negligent or wrongful acts or omissions in connection with this Agreement, by the indemnifying party or its employees, directors, subcontractors, or agents. This indemnification obligation shall survive the expiration or termination of this Agreement.

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

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

8. Amendment.

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

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

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

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

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

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

TO: COVERED ENTITY:
COUNTY OF TIOGA
56 Main Street
Owego, New York 13827

TO: BUSINESS ASSOCIATE:
[CONTRACTOR]
[CONTRACTOR ADDRESS]

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 TIOGA

Covered Entity

Business Associate

By: _____

By (sign): _____

Name: _____

Name (print): _____

Title: _____

Title: _____

Date: _____

Date: _____

APPENDIX C

CURRENT POPULATION BEING SERVED AS OF APRIL 2016

<u>Child's Street</u>	<u>City</u>	<u>Service Location</u>
Day Hollow Road	Owego	HCA – 18 Broad St., Johnson City
Glenmary Drive	Owego	HCA – 18 Broad St., Johnson City
Waits Road	Owego	HCA – 18 Broad St., Johnson City
Route 434 Apt	Apalachin	FEN-CFJ – 715 Paden St., Endicott
George Street	Owego	FEN-CFJ – 715 Paden St., Endicott
Carmichael Road	Owego	FEN-CFJ – 715 Paden St., Endicott
Waverly Road	Owego	FEN-CFJ – 715 Paden St., Endicott
State Route 38	Newark Valley	FRC – 1277 Taylor Rd., Owego
Ayers Road	Barton	FRC – 1277 Taylor Rd., Owego
Water Street	Candor	FRC – 1277 Taylor Rd., Owego
Paige Street	Owego	FRC – 1277 Taylor Rd., Owego
Prospect Hill Road	Waverly	FRC – 1277 Taylor Rd., Owego
North Ave Apt	Owego	FRC – 1277 Taylor Rd., Owego
Water Street	Newark Valley	FRC – 1277 Taylor Rd., Owego
Water Street	Newark Valley	FRC – 1277 Taylor Rd., Owego
Spencer Road	Candor	FRC – 1277 Taylor Rd., Owego
Hickories Park Road	Owego	FRC – 1277 Taylor Rd., Owego
Willseyville Square	Willseyville	FRC – 1277 Taylor Rd., Owego
Davis Hollow Road	Newark Valley	FRC – 1277 Taylor Rd., Owego
Lincoln Street	Waverly	FRC – Langford Creek Rd., VanEtten
Old Route 34	Waverly	FRC – Langford Creek Rd., VanEtten
Bambi Lane	Candor	FRC – Langford Creek Rd., VanEtten
Talmadge Hill Road	Waverly	FRC – Langford Creek Rd., VanEtten
Ross Street	Owego	FRC – Langford Creek Rd., VanEtten
Providence Street	Waverly	FRC – Langford Creek Rd., VanEtten
Anderson Hill Road	Candor	FRC – Langford Creek Rd., VanEtten
Orange Street	Waverly	FRC – Langford Creek Rd., VanEtten
Drybrook Road	Willseyville	FRC – Langford Creek Rd., VanEtten
Drybrook Road	Willseyville	FRC – Langford Creek Rd., VanEtten
Lincoln Street	Waverly	FRC – Langford Creek Rd., VanEtten

APPENDIX D
PRICING SHEET

The bidder hereby certifies that he has read and fully understands the specifications herein. The bidder further understands that these specifications constitute the sole basis upon which they based their bid and that these specifications control, notwithstanding any other written or oral notice or statement

The bidder as identified herein, is bidding on:
(Bidders may bid on one or both zones as identified below):

Zone 1: (Children needing transportation to service providers in Owego (Tioga County), Broome County and Cortland County. This primarily includes children found within the Newark Valley, Owego-Apalachin and Tioga Central School districts but is not limited to children in these three school districts.)

The unit price per child one way to or one way from authorized service provider:
\$ _____

Zone 2: (Children needing transportation to service providers located in Waverly & Spencer (Tioga County), Chemung County and Tompkins County. This primarily includes children found within the Waverly, Candor, Spencer-Van Etten and Tioga Central School districts but is not limited to these four school districts.)

The unit price per child one way to or one way from authorized service provider:
\$ _____

The above-quoted price(s) shall be valid for a period of not less than 45 days from the date of bid opening.

Signed _____ Date _____

Typed Name _____ Title _____

Company _____

Bids must be signed by a corporate officer with authority to enter the bidder in a legal contract.
Tioga County reserves the right to reject any and all bids either in whole or in part.

APPENDIX E

BIDDER CERTIFICATION

1. That all vehicles have Department of Transportation inspection, specifically for transporting handicapped preschoolers
2. That all operators / drivers have 19-A certification under school requirement
3. That adequate vehicles are equipped to handle any special conditions that are required
4. That all aides (if required) have a 19-A check for criminal history regardless of driving classification and be trained in infant and children's CPR and First Aid
5. That all records will be kept as required by 19-A and that they shall be available for review on the bidder's site on demand
6. If I am the successful bidder, the above shall be complete by _____, 2016

SIGNED BY

DATE

FOR

APPENDIX F

NON-COLLUSION BIDDING CERTIFICATE

A. 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 its knowledge and belief:

1. 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;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
3. 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.

NAME OF BIDDER

SIGNATURE & TITLE OF SIGNER

BIDDER

STATE OF NEW YORK:

SS.

COUNTY OF TIOGA

_____, being duly sworn, does, under penalty of perjury, attest that (s)he is the bidder in the above-named proceeding and that the foregoing certification is true to (his) (her) own knowledge, except as to matters therein stated to be alleged on information and belief, and as to those matters (s)he believes it to be true.

Sworn to before me this
_____ day of _____, 20_____.

NOTARY PUBLIC

NOTE: A bid shall not be considered for award nor shall any award be made where A(1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where A(1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Director of Public Health or Director's designee, determines that such disclosure was not made for the purpose of restricting competition.

APPENDIX G

**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State, Local) terminate for cause or default.

Date: _____

[Print Name of Contractor]

By:

[Signature]

[Print Name]

