



ERIE COUNTY SHERIFF'S OFFICE

Feasibility Study for Implementing a 10 or 12-Hour Shift

RFP # 2025-038VF

July 7, 2025

Erie County Sheriff's Office
10 Delaware Ave. Buffalo, NY 14202

SCHEDULE OF EVENTS

RFP Release date:	July 23, 2025
Deadline for receipt of questions via e-mail:	August 6, 2025
Due date for RFP Responses:	August 20, 2025
Intended date for Contract Award:	September 3, 2025
Intended Contract Implementation date:	September 10, 2025

INTRODUCTION AND INSTRUCTIONS

INTRODUCTION

The Erie County Sheriff's Office (ECSO) is seeking proposals from a qualified firm to conduct a comprehensive staffing analysis and provide data-driven recommendations regarding the feasibility of transitioning to either 10-hour or 12-hour shifts. The ECSO Jail Management Division is evaluating a potential change to its current staffing schedule for correctional officers and correctional deputies. Presently operating under an 8-hour shift structure, the Division is exploring a transition to either 10-hour or 12-hour shifts. The objective is to improve staffing efficiency, reduce overtime, maintain safe and consistent jail operations, and enhance deputy wellness. The RFP# 2025-038VF can be found at: <http://www.erie.gov> and a complete copy of the package can be obtained by contacting Michael Phillips at 716-858-7541.

All correspondence, communications and/or contact with the County regarding any aspect of this proposal shall be with Michael Phillips. Prospective proponents, or their representatives, shall not contact or communicate with any representatives of the County, including employees and consultants, other than the designated person in regard to any aspect of this proposal.

Final sealed proposals are due to the Erie County Sheriff's Office at 40 Delaware Ave., ATTN: Superintendent, Buffalo, NY 14202 by 4:00 pm (EST) on August 20, 2025.

Erie County reserves the right to reject any and all proposals and waive any informality.

CONTRACT PERIOD

The contract period is six months beginning upon final contract signature. The parties may agree to a six month extension after careful evaluation and mutual agreement.

SINGLE POINT OF CONTACT

From the date that this request for proposal (RFP) is issued until a contractor is selected and announced by the Evaluation Officer, contractors shall not communicate with any official regarding this procurement, except at the direction of Michael Phillips, the RFP officer in charge of the solicitation. Any unauthorized contact may disqualify the contractor from further consideration. Contact information for the single point of contact is:

Evaluation Officer: Michael Phillips

Telephone Number: 716-858-7541

E-mail Address: Michael.Phillips@erie.gov

REQUIRED REVIEW

Review of RFP / Form of Questions

Contractors will carefully review the entire RFP and shall promptly notify the evaluation officer identified above VIA E-MAIL of any ambiguity, inconsistency or error they discover. Additionally, any questions requiring clarification or interpretation of any section in this RFP must be addressed VIA E-MAIL to the evaluation officer listed above on or before August 6, 2025. Please reference to the section, page and item in question must be included in the communication. Questions received after August 6, 2025 will not be considered.

Response

Michael Phillips will provide a written response to questions on August 13, 2025 via blind-copy e-mail to all parties. Contractors shall sign and return with their RFP response an Acknowledgment of Addendum for any addendum issued.

GENERAL REQUIREMENTS

Resulting Contract

This RFP and any Addenda, the contractor's proposal, including any amendments, a final offer, and any clarification question responses will be incorporated by reference in any resulting contract.

Mandatory Requirements

To be eligible for consideration a contractor must meet all mandatory requirements as identified in the RFP. Erie County will determine whether a contractor's proposal complies with the requirements, and those that fail to meet any of the mandatory requirements may be disqualified.

Understanding of Specifications and Requirements

By submitting a response to this RFP, the contractor acknowledges it understands and will comply with the specifications and requirements.

Contractor's Signature

The contractor's proposal must be signed in ink by an individual authorized to legally bind the contractor. The signature guarantees that the offer has been established without collusion. Contractor will provide proof of authority of the person signing the RFP upon Erie County's request.

SUBMITTING A PROPOSAL

Organization of Proposal

Contractors must organize their proposal into sections that follow the format of this RFP. Proposals must include tabbed dividers separating each section. The following tabbed sections are required in the proposal in the following order:

1. Cover letter
2. Company Profile and Experience
3. Scope of Services (Responses to Specifications and Requirements)
4. Cost Proposal
5. References and Resumes

Erie County will not search through a proposal, literature and/or web references to find a required response. Please be sure all required information is either immediately available in the section prescribed or provide page numbers and/or sections if referenced in another section of the proposal.

Failure to Comply with Instructions

Contractors failing to comply with these instructions may be subject to point deductions. Further, Erie County may disqualify it from further consideration if it does not follow the response format, is difficult to read or understand, or is missing requested information.

Copies Required and Deadline for Receipt of Proposal

Contractors must submit one original proposal and three copies to Erie County. Erie County reserves the right to request an electronic copy of the RFP response. Each proposal must be sealed and labeled on the outside of the package indicating it is a response to RFP #2025-038VF. Proposals must be received at the desk of Michael Phillips by 4:00PM on Wednesday, August 20, 2025. Contractor is solely responsible for assuring delivery by the designated time. Fax responses will not be accepted.

Late Proposals

Regardless of cause, Erie County will not accept late proposals. Such proposals will be automatically disqualified from consideration.

Costs / Ownership of Materials

Erie County is not responsible for preparation costs. Contractor is solely responsible for all costs it incurs prior to contract execution.

RFP STANDARD INFORMATION

Contractor Competition

Erie County encourages free and open competition to obtain quality, cost-effective services and supplies. Erie County designs specifications, proposal requests, and conditions to accomplish this objective.

Evaluation of Proposals

An evaluation committee will evaluate all qualified proposals based on stated criteria and MAY recommend award to the highest scoring contractor; yet reserves the right to make the award on subjective criteria in which Erie County determines a proposal best serves the needs and requirements of itself. The evaluation committee may initiate discussion, negotiation, or best and final offer.

Opportunity for Discussion / Negotiation and/or Oral Presentation / Product Demonstration

After receipt of proposals and prior to the recommendation of award Erie County may initiate discussions with one or more of the contractors should clarification or negotiation be necessary. Contractors may also be required to make an oral presentation and/or product demonstration. These shall be at the contractor's expense.

Best and Final Offer

Erie County may request a best and final offer if additional information is required to make a final decision.

Request for Documents Notice

Erie County, upon selection of a contractor after the evaluation process, will request required documents and information, such as insurance documents, contract performance security, an electronic copy of any requested material and any other requested documents. This does not constitute a contract and no work may begin until a contract signed by all parties is in place. Erie County will notify all other contractors of its selection.

Contract Execution

Upon receipt of all required materials a contract incorporating the selected contractor's proposal will be provided to the contractor selected. If the selected contractor does not accept all material requirements Erie County may move to the next contractor or cancel the RFP. Work under the contract may not begin until all parties have signed the contract.

Erie County Rights Reserved

While Erie County has every intention to award a contract resulting from this RFP, issuance of the RFP in no way constitutes a commitment by Erie County to award and execute a contract. Upon determination such actions would be in its best interest, Erie County, in its sole discretion, reserves the right to:

- Cancel or terminate the RFP
- Reject any or all proposals received in response to this RFP
- Waive any provision of this RFP
- Not award a contract
- Terminate a contract if Erie County determines that adequate funds are not available.

SCOPE OF SERVICES

The selected vendor will:

- Review current staffing levels, shift patterns, call-ins, and overtime records
- Model the jail's operational coverage under 10-hour and 12-hour shift schedules
- Identify risks and opportunities related to shift overlap, post coverage, and relief factors
- Review correctional industry standards and research regarding extended shifts
- Gather feedback through surveys, interviews, or focus groups with staff
- Provide a final written report with scenario analysis, pros and cons, and recommended next steps

Objectives

- Assess staffing requirements for implementing 10-hour and 12-hour shift models
- Evaluate impacts on operational coverage, overtime usage, and shift overlap
- Analyze potential effects on deputy fatigue, safety, and job satisfaction
- Offer clear, actionable recommendations on shift structure and implementation

FACILITY INFORMATION

Listed below are the facilities and brief descriptions of each that will participate in this contract.

- **Erie County Holding Center:** located in downtown Buffalo, New York. 40 Delaware Avenue, Buffalo, NY 14202. Average Daily Population of 350

- **Erie County Correctional Facility:** Located in Alden, New York. 11581 Walden Avenue, Alden, NY 14001. Average Daily Population of 450

SPECIFICATIONS AND REQUIREMENTS

1. Experience

- a. The Vendor shall demonstrate at least 10 years of experience providing staffing study services to counties of similar size.
- b. The Vendor should provide an overview of their firm, including years and nature of experience in inmate communication business.
- c. Any materials submitted by the Vendor that is considered confidential in nature must be clearly marked as such. Due to applicable laws and regulations concerning public documents, the County makes no representation that such material will be kept confidential.

2. Financial Stability

Bidder shall provide the County with financial statements, including statements of operations, balance sheets, and statements of cash flows, for the last two fiscal years.

3. Insurance

Bidder shall provide a Certificate of Professional Insurance (insurance grid will be attached to the RFP).

4. Business Associate Agreement

Bidder shall sign Business Associate Agreement (attached to the RFP).

5. References

The Vendor will provide five (5) customer references for accounts similar in size and scope to the County.

6. General Requirements

- Statement of qualifications and relevant experience with correctional facilities
- Overview of proposed methodology and data needs
- Estimated project timeline (goal: completion within 90 days of contract award)
- Detailed cost proposal, including travel or incidental expenses
- Contact information for at least two references from similar public safety studies

CONTRACTOR QUALIFICATIONS

RIGHT TO INVESTIGATE AND REJECT

Erie County may make such investigations as deemed necessary to determine the contractor's ability to perform the services specified. Erie County reserves the right to reject a proposal if the information submitted by, or investigation of, the contractor fails to satisfy Erie County that the contractor is properly qualified to perform the obligations of the contract. This includes Erie County's ability to reject a proposal based on negative references.

CONTRACTOR QUALIFICATIONS

NOTE: Each item must be thoroughly addressed. Contractors taking exception to any requirements in this section may be subject to point deductions and/or disqualification.

Client Reference Form

Contractor shall provide THREE (3) client references that are using or have used services of the type proposed in this RFP. The references may include facilities for which the contractor, preferably within the last FOUR (4) years has successfully completed or operating kitchen services. Erie County may contact the client references for validation of information provided.

Company Profile and Experience

Include a company profile containing the following information:

- Name, address, telephone and fax numbers
- If a corporation, date of incorporation
- Names and addresses of principle officers, directors or partners
- A brief biography of the person or persons who will administer the contract
- Company history, including all current and past ownership, company name changes, etc.
- List the total number of employed full-time personnel

Contractor will address the following:

- The number of years your company has been providing pharmacy services to correctional
- facilities under current company name and ownership.
- The number of correctional facilities you are contracting with (as of the date of the proposal submission) with pertinent utilization statistics.

Resumes

A resume or summary of qualifications, work experience, education and skills must be provided for all key personnel who will be performing aspects of the contract. Include years of experience providing similar services to those required, education, and certifications where applicable. Identify the role each person would fulfill in performing the work identified in this RFP.

Contractor Project Manager

The Contractor Project Manager will manage the day-to-day project activities on behalf of the contractor. Please include the following information regarding the Contractor Project Manager:

- Name
- Address
- Telephone (office and cell)
- Fax

- E-mail

COST PROPOSAL

Erie County will evaluate the proposed cost to determine the relative score for each offer. Proposals must include sufficient, detailed information to support the offered costs. Erie County in no way guarantees a minimum number of prescriptions dispensed.

Please submit pricing for items on the list attached (Appendix B) with your proposed bid rate applied to each line item and specific NDC used to establish price. Please note, if contractors submit pricing from different sources (different NDC), Erie County will have the right to ask contractors to submit additional pricing for comparative purposes using the same NDC.

Each contractor must list its correlating actual acquisition cost unit price per each tablet and/or capsule, and each unit of use for vials, topicals, inhalers, etc. Please address any questions or clarifications of package sizes regarding pricing of individual items during the question and answer period. Do not include rebates.

Do not include dispensing fees as part of the unit costs. A separate line item for dispensing fees associated with prescription and stock prices is to be submitted with the contractor's bid sheet.

EVALUATION PROCESS

BASIS OF EVALUATION

The evaluation committee will review and evaluate the offers according to the following criteria, but reserves the right to grant an award based on a subjective assessment of the needs of Erie County and the ability of the contractor best suited to provide such services deemed to be in the best interests of Erie County.

The Specifications and Requirements, Contractor Qualifications and Cost portions of the offer will be evaluated based on the scoring guide below.

EVALUATION CRITERIA

Evaluated Proposal Section		Weight (%)	
Specifications and Requirements		50%	
	Quality and clarity of proposed approach		20%
	Demonstrated experience with jail staffing models		15%
	Ability to meet requirements		15%
CONTRACTOR QUALIFICATIONS		25%	
	Client Reference Forms		5%
	Company Profile and Experience		15%
	Resumes		5%
COST		25%	
			10%
			10%
			5%

APPENDIX E: BUSINESS ASSOCIATE AGREEMENT TEMPLATE

[STANDARD TEMPLATE AS OF FEBRUARY 2013 - The Workforce may not modify this template without obtaining prior approval from Erie County Department of Law]

ERIE COUNTY BUSINESS ASSOCIATE AGREEMENT

The Business Associate Agreement (Agreement) entered into by the Erie County Department of [Insert Department Name] ("Covered Entity") and Business Associate [Insert Contracting Party's Name] ("Business Associate") is made and entered into effective the ____ day of _____ 20__ ("Business Associate Agreement Effective Date").

I. RECITALS

- A. As set forth in the Erie County Privacy Policy, Erie County is a Hybrid Entity, which has designated the Department of [Insert Department Name] as a Covered Entity for the purpose of compliance with Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder (45 CFR Part 160 and Part 164) by the U.S. Department of Health and Human Services (the "Privacy and Security Rules").
- B. Covered Entity and Business Associate wish to Use and Disclose certain information, some of which may be Protected Health Information ("PHI"), whereby Business Associate may be providing services to or performing functions on behalf of Covered Entity that involve the Use and Disclosure of PHI. The services and functions performed by Business Associate on behalf of Covered Entity are set forth in a Service Agreement entitled [Insert Service Agreement Name] executed on or about [Insert Date of Service Agreement] ("Service Agreement").
- C. Covered Entity and Business Associate intend to protect the privacy and provide for security of PHI Disclosed between the parties pursuant to the Service Agreement in compliance with HIPAA, 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 42 U.S.C. Sections 17921-17954 ("HITECH"), and other applicable federal and state laws.

- D. In consideration of the mutual promises below and the exchange of information pursuant to the Service Agreement and this Business Associate Agreement, the parties agree to the terms and conditions set forth in this Agreement.

II. DEFINITIONS

- A. **Breach** means unauthorized acquisition, access, Use or Disclosure of PHI which compromises the security or privacy of such information, EXCEPT where: (1) the covered entity or business associate has a good faith belief that 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 if the acquisition, access, Use (i) was made in good faith and within the course and scope of authority; and (ii) such information is not further acquired, accessed, or Used or Disclosed; (3) there is an inadvertent Disclosure from an individual who is otherwise authorized to access PHI at a facility operated by a covered entity or business associate to another similarly situated individual at the same facility and any such information received as a result of such Disclosure is not further acquired, accessed, Used, or Disclosed without authorization by any person; and (4) unauthorized Disclosure is limited to encrypted or otherwise technologically secured data.
- B. **Business Associate** shall have the same meaning as the term "business associate" under the Privacy and Security Rules. In reference to the party to this agreement, the term "Business Associate" shall mean [Insert Name of Business Associate]. The parties acknowledge and agree that Business Associate is an independent contractor and is not an agent of Covered Entity.
- C. **Covered Account** means: (1) an account primarily for personal, family, or household purposes, that involves or is designed to permit multiple payments or transactions, such as a credit card account, mortgage loan, automobile loan, margin account, cell phone account, utility account, checking account, or savings account; or (2) any other account for which there is a reasonably foreseeable risk to customers or to the safety and soundness of the financial institution or creditor from identity theft, including financial, operational, compliance, reputation, or litigation risks.
- D. **Covered Entity** shall generally have the same meaning as the term "covered entity" under the Privacy and Security Rules. In reference to the party to this agreement, the term "Covered Entity" shall mean Erie County Department of [Insert Department Name].
- E. **Data Aggregation** means the combining of PHI by a Business Associate created or received in its capacity as a Business Associate of another Covered Entity, to permit the creation of data for analyses that relate to the health care operations of the respective Covered Entities.
- F. **Designated Record Set** means a group of records maintained by or for a Covered Entity that is: (i) the individual's medical and billing records or (ii) used in whole or in part, by or for the Covered Entity to make decisions about the individual. A Designated Record Set 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.

- G. **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).
- H. **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.
- I. **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 Business Associate Agreement, unless otherwise specified, any obligations of Business Associate relating to PHI shall also apply to EPHI.
- J. **Health Care Operations** shall have the meaning given to such term under HIPAA's Privacy and Security Rules and includes quality assessment and improvement, credentialing health care professionals, conducting or arranging for medical review, legal services and auditing functions, business planning and development and business management and general administrative duties. The term Health Care Operations does not include marketing and fundraising activities of the Covered Entity or Business Associate.
- K. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)** is a federal law that sets forth standards for how Covered Entities and Business Associates may Use and Disclose PHI. HIPAA also establishes patient rights with regard to PHI.
- L. **Hybrid Entity** means an entity whose business activities include covered and non-covered functions, and that has designated specific departments, divisions or programs as Designated Health Care Components.
- M. **Identity Theft** is a fraud committed or attempted using the identifying information of another person without authority.
- N. **Identifying Information** is any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including any name, social security number, date of birth, official State or government issued driver's license or identification number, alien registration number, government passport number, employer or taxpayer identification number.
- O. **Individual** means the person who is the subject of the PHI.
- P. **Individually Identifiable Health Information** means information that is a subset of health information, including demographic information collected from an Individual, that: (i) is created or received from a health care provider, health plan, employer or health care clearinghouse; and (ii) relates to the past, present or future physical or mental health or condition of an Individual, the provision of health care to a patient, or the past, present, or future payment for the provision of health care to an Individual.

- Q. **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.
- R. **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.
- S. **Protected Health Information** or “**PHI**” means any information, whether oral or recorded in any form or medium that: (i) 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; (ii) 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 (iii) was received from Covered Entity or created or received by Business Associate on behalf of Covered Entity.
- T. **Red Flag** means a pattern, practice or specific activity that indicates the possible existence of Identity Theft.
- U. **Secured PHI** means PHI rendered unusable, unreadable or indecipherable to unauthorized individuals when one or more of the following security measures are in place:
1. Encryption of electronic PHI 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;
 2. Encryption processes that are 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;
 3. 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; or

- 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.
- V. **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.
- W. **Subcontractor** means a person or organization to whom a Business Associate delegates a function, activity, or service, other than in the capacity of a member of the workforce of such business associate, regardless of whether Business Associate has entered into a contract with the person or organization.
- X. **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.
- Y. **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.

III. OBLIGATIONS OF BUSINESS ASSOCIATE

A. Permitted Uses and Disclosures.

1. Business Associate may Use and/or Disclose PHI received from Covered Entity only as permitted or required by the Business Associate Agreement, and only when necessary to perform the services set forth in the Service Agreement.
2. Business Associate may Use or Disclose PHI as required by law.
3. Business Associate agrees that all Uses, Discloses and/or requests for PHI will be consistent with Covered Entity's minimum necessary policies and procedures.
4. Business Associate may not Use or Disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by the Covered Entity. In addition, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or any state law (including but not limited to the Identity Theft Rules).
5. Business Associate may Disclose PHI for the proper management and administration of Business Associate and to carry out the legal responsibilities of Business Associate provided that (a) the Disclosures are required by law, or (b) Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that (i) the information will remain confidential and used for further Disclosure only as required by law or for the purpose for which it was Disclosed to the person, and (ii) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been compromised or Breached.
6. Business Associate may provide Data Aggregation services relating to the Health Care Operations of the Covered Entity only if necessary to fulfill the terms of the Service Agreement.

7. Business Associate may store, analyze, access and use components of PHI that have been de-identified and that do not contain any Individually Identifiable Health Information, provided that any such use is (a) necessary to fulfill the terms of the Service Agreement; and (b) consistent with applicable law.
8. Business Associate acknowledges that sections of HIPAA, HITECH, the Privacy and Security Rules, and state law apply directly to Business Associate and Business Associate's Subcontractors as they apply to Covered Entity. Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of HIPAA, HITECH, the Privacy and Security Rules or state law. Business Associate agrees to comply with these and other applicable laws and regulations, and agrees to monitor Subcontractors to ensure compliance with the same.

B. Appropriate Safeguards

Business Associate acknowledges that Covered Entity is relying on the administrative, physical and security standards of Business Associate and Subcontractors of Business Associate in selecting Business Associate. Business Associate and Subcontractors of Business Associate must:

1. Protect and safeguard from any verbal and written Disclosure all PHI and other confidential information regardless of the type of media on which it is stored;
2. Implement appropriate safeguards as are necessary to prevent the Use or Disclosure of PHI other than as permitted by this Business Associate Agreement, HIPAA, HITECH, the Identity Theft Rules and state laws;
3. Maintain a privacy and security program that includes administrative, technical and physical safeguards and security policies, procedures, and documentation of security activities; and
4. Implement safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI and EPHI created, received, maintained, or transmitted on behalf of the Covered Entity.

C. Identity Theft Compliance

Business Associate and Subcontractors of Business Associate will have policies and procedures in place designed to detect, prevent and mitigate the risk of Identity Theft with regard to any Covered Accounts.

D. Reporting Obligations

Business Associate agrees to report to Covered Entity's Chief Privacy Officer verbally and in writing any Use or Disclosure of PHI other than as permitted by this Agreement, and agrees to report any known pattern of activity or practice that may constitute a material breach or violation of this Business Associate Agreement, within five (5) days of the date Business Associate knew or should have known of such Use, Disclosure, pattern or practice. The obligation to report includes, but is not limited to, any Security Incident or Breach involving Unsecured PHI, and/or any violation of HIPAA, HITECH or the Privacy and Security Rules.

Such report shall include, to the extent possible:

1. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
2. A description of the types of Unsecured PHI that were involved in the Breach.
3. Any steps individuals should take to protect themselves from potential harm resulting from the breach;
4. A description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
5. Contact procedures for Covered Entity to contact Business Associate to ask questions or learn additional information.

In the event of a Breach, Business Associate's notice to Covered Entity must also include the identification of and contact information for each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been accessed, acquired, or Disclosed during such Breach. In addition, if Business Associate is a service provider of Personal Health Records, as defined under HITECH, and discovers a Breach of security, it must notify Individuals whose unsecured Identifying Information was acquired by an unauthorized person, and must comply with any other applicable requirements concerning notification of individuals and/or federal and state agencies.

Business Associate shall take prompt corrective action to mitigate the harmful effects of any Security Incident, Breach, improper Use or Disclosure or unauthorized access of PHI in violation of this Business Associate Agreement, federal law and/or state law, and shall take additional action to mitigate harm as requested by Covered Entity. Upon request, Business Associate shall also assist Covered Entity in the performance of a risk assessment to determine whether a Breach occurred.

E. Business Associate's Agents/Subcontractors

Business Associate may Disclose PHI to and permit the Use of PHI by its employees, Subcontractors, agents, or other representatives only if and to the extent directly related to, and necessary for, the performance of services performed for or on behalf of the Covered Entity under the terms of the Service Agreement and the Business Associate Agreement. Business Associate shall ensure that any agents, including Subcontractors to whom it provides Covered Entity's PHI, agree in writing to:

1. the same restrictions and conditions that apply to Business Associate with respect to such PHI;
2. hold PHI in a confidential and secure manner as provided pursuant to this Business Associate Agreement and only disclose PHI as required by law or for the purposes for which it was disclosed; and
3. immediately notify Business Associate of any Breaches of confidentiality of the PHI.

Business Associates shall implement and maintain sanctions against agents and Subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation. Business Associate shall indemnify, defend and hold harmless Covered Entity 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 and costs incurred in notifying Individuals of a Breach caused by Business Associate or its subcontractors or agents) suffered by Covered Entity in connection with Business Associate's failure to obtain and maintain a written agreement with such Subcontractors or agents, and/or to ensure that the Subcontractors or agents complied with all applicable federal and state laws and regulations.

F. Access to PHI

To comply with New York State Public Health Law § 18 and HIPAA, Business Associate shall make PHI maintained by Business Associate or its agents or Subcontractors in Designated Record Sets or in the Electronic Health Record in an electronic format, available to Covered Entity, or as directed by Covered Entity to an Individual, for inspection and copying within ten (10) days of a request by Covered Entity to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, New York Public Health Law § 18 and any other applicable federal and state laws.

G. Amendment of PHI

Within ten (10) days of receipt of a request from Covered Entity for an amendment of PHI or a record about an Individual contained in a Designated Record Set or in the Electronic Health Record in an electronic format, Business Associate or its agents or Subcontractors shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under HIPAA, HITECH, and/or state law. If any Individual requests an amendment of PHI directly from Business Associate or its agents or Subcontractors, Business Associate must notify Covered Entity in writing within five (5) days of the request. Any grant or denial of a request for an amendment of PHI maintained by Business Associate or its agents or Subcontractors shall be the sole responsibility of Covered Entity.

H. Accounting Rights

Within ten (10) days of notice by Covered Entity of a request for an accounting of Disclosures of PHI, including Disclosures for treatment, payment and healthcare operations, Business Associate and its agents or Subcontractors shall make available to Covered Entity or, as directed by Covered Entity directly to an Individual, the information required to provide an accounting of Disclosures to enable Covered Entity to fulfill its obligations under HIPAA, HITECH and state law. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate 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. At minimum, such information shall include: (i) the date of Disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of the purpose of the Disclosure that reasonably informs the Individual of the basis for the Disclosure, or a copy of the Individual's authorization, or a copy of the written request for Disclosure. In the event that the request for an accounting is delivered directly to Business Associate or its agent or Subcontractors, Business Associate shall within five (5) days of a request forward it to Covered Entity in writing, so that the Covered Entity may prepare and deliver the requested accounting.

I. Access to Records by the Federal Government

Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary of HHS and the FTC for purposes of determining Business Associate's compliance with HIPAA, HITECH and the Identity Theft Rules. Business Associate shall concurrently provide to Covered Entity a copy of any PHI, policies and procedures or other documentation that Business Associate provides to HHS and/or the FTC.

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. Documentation of Disclosures

Business Associate shall document such Disclosures of PHI and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of PHI.

L. Retention of PHI

Business Associate and its agents or Subcontractors shall retain all PHI and documentation containing Disclosures of PHI throughout the term of the Service Agreement and for a period of six (6) years after termination of the Service Agreement.

M. HIV/AIDS

If the Service Agreement requires the Use or Disclosure of PHI that contains HIV/AIDS information, Business Associate acknowledges that it has been informed of the confidentiality requirements of Public Health Law Article 27-F. Business Associate shall notify its agents and/or Subcontractors concerning all applicable confidentiality requirements.

IV. OBLIGATIONS OF COVERED ENTITY

Covered Entity shall:

- A. Provide Business Associate with Covered Entity's Notice of Privacy Practices for PHI, and notify Business Associate of any substantive changes to its Notice of Privacy Practices;
- B. Notify Business Associate of any changes in, or revocation of, the permission by an Individuals to Use or Disclose his or her PHI, to the extent that such changes may affect Business Associate's permitted or required Use or Disclosure of PHI; and
- C. Notify Business Associate of any restriction to the Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under HIPAA or HITECH, to the extent that such restriction may affect the Business Associate or its agents or Subcontractor's Use or Disclosure of PHI.

V. TERM AND TERMINATION

A. Term

This Business Associate Agreement shall become effective on the Business Associate Agreement Effective Date and shall continue until terminated by Covered Entity, or the date that the Service Agreement expires or is terminated. However, the following provisions and requirements of this Business Associate Agreement shall survive the expiration or other termination of the Business Associate Agreement: Sections III, V, VI, VII and X.

B. Termination for Cause

1. Material Breach by Business Associate: Business Associate shall take reasonable steps to mitigate and cure a breach of this Business Associate Agreement. Business Associate authorizes the Covered Entity to terminate this Business Associate Agreement and the Service Agreement if Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Agreement. In the event Covered Entity determines that Business Associate or its agents or Subcontractors have violated a material term of the Agreement, Covered Entity shall have the right to immediately terminate the Service Agreement and Business Associate Agreement upon written notice to Business Associate.
2. Material Breach by Covered Entity: 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 the Business Associate Agreement, Business Associate must take reasonable steps to cure the Breach or end the violation. 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. If such steps are unsuccessful, Business Associate shall either (a) terminate the Service Agreement and the Business Associate Agreement, if feasible or (b) if termination of the Service Agreement and Business Associate Agreement is not feasible, Business Associate shall report the problem to the Secretary of HHS.

C. Obligations of Business Associate Upon Termination

Upon termination of this 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 Section III of this Business Associate Agreement to such information, and limit further Use of such PHI to those purposes that make the return or destruction of such PHI infeasible. If Business Associate elects to destroy the PHI, Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

D. Indemnification for Violations

Any violation of this Business Associate Agreement may cause irreparable harm to the Covered Entity. Therefore, Covered Entity may seek any legal remedy for such harm, including an injunction or specific performance. Business Associate shall indemnify and hold the Covered Entity harmless against all claims and costs resulting from

acts/omissions of Business Associate in connection with Business Associate's obligations under this Business Associate Agreement. Business Associate shall be fully liable for the actions of its agents, employees, partners and/or Subcontractors and shall fully indemnify and save harmless the Covered Entity from suits, actions, damages and costs, of every name and description relating to breach notification required by 45 CFR Part 164 or State Technology Law § 208, caused by any intentional act or negligence of Business Associate, its agents, employees, partners and/or Subcontractors; provided, however, that Business Associate shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the Covered Entity.

VI. AMENDMENT

A. 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.

B. Written Amendment Required

The Business Associate Agreement may not be modified or amended except by a writing duly signed by an authorized representative of each party.

VII. NO THIRD-PARTY BENEFICIARIES

Nothing express or implied in this Business Associate Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associates and their respective successors or assigns, any rights, remedies, obligations or liability whatsoever.

VIII. NO WAIVER

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

IX. INDEPENDENT CONTRACTOR RELATIONSHIP

This Business Associate 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.

X. 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: Erie County Department of [Insert Department Name]

Attn: _____

TO: **[Insert Business Associate Name and contact information]**

Attn: _____

XI. SEVERABILITY

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

XII. INTERPRETATION

The terms and conditions of this Business Associate Agreement shall supersede any conflicting terms and conditions in the Service Agreement between the parties and shall supersede the terms and conditions of any existing Business Associate Agreement between the parties. This Business Associate Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, HITECH, the Identity Theft Rules and state law. The parties agree that any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HITECH, the Privacy and Security Rules, the Identity Theft Rules and state law.

XIII. STATE LAW

Nothing in this Business Associate Agreement will be construed to require Business Associate to Use or Disclose PHI in violation of New York State law.

XIV. GOVERNING LAW

To the extent not superseded by Federal law, the rights and obligations of the Parties hereto under this Business Associate Agreement shall be governed by the laws of the State of New York without regard for its conflicts of laws provisions. Any action arising out of or related to this Business Associate Agreement shall be brought in, and the parties agree to the jurisdiction of, the Supreme Court, located in Erie County, State of New York. If the matter is brought in Federal Court, the parties agree to the venue of the Western District of New York.

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

ERIE COUNTY DEPARTMENT OF [INSERT DEPARTMENT NAME]

By: _____

Print Name: _____

Title: _____

Date: _____

[INSERT NAME OF BUSINESS ASSOCIATE]

By: _____

Print Name: _____

Title: _____

Date: _____

County of Erie Standard Insurance Certificate



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME PHONE (A/C No. Ext) FAX A/C No. EMAIL ADDRESS PRODUCER CUSTOMER ID #	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				<input type="checkbox"/> WC STATUTORY LIMITS: <input type="checkbox"/> OTHER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L.DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Erie
 95 Franklin St
 Buffalo NY, 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$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
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

Workers Compensation Forms

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.