



REQUEST FOR PROPOSALS

Ambulance Transport Services

RFP #: WHN-C-0010

WMCHEALTH

Bon Secours Community Hospital	Port Jervis, New York
Good Samaritan Hospital	Suffern, New York
HealthAlliance Hospital – Mary’s Avenue Campus	Kingston, New York
HealthAlliance Hospital – Broadway Campus	Kingston, New York
Margaretville Hospital	Margaretville, New York
MidHudson Regional Hospital of WMC	Poughkeepsie, New York
St. Anthony Community Hospital	Warwick, New York
Westchester Medical Center	Valhalla, New York

RFP Issue Date: March 28, 2017

Proposal Due Date: May 10, 2017

**WMCHEALTH
DEPARTMENT OF EMERGENCY SERVICES AND SAFETY**

**WESTCHESTER MEDICAL CENTER
Executive Offices at Taylor Pavilion
Office of Legal Affairs
100 Woods Road
Valhalla, New York 10595**

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To provide a mechanism for vendors who do business with WMC to be appropriately reimbursed for travel and expenses as it relates to WMC. 24

Attachments

- Attachment A – Definitions and Standard Terms and Conditions
- Attachment B – WMC Travel and Expense Policy for Vendors
- Attachment C – Vendor Debarment/Exclusion Questionnaire
- Attachment D – Disclosure of Prior Non-Responsibility Determinations
- Attachment E – State Finance Law Affirmation
- Attachment F – M/WBE and EEO Compliance Documentation Forms
- Attachment G – Diversity Practices Questionnaire

1. Introduction and Background

1.1 Purpose of the Request for Proposals

Westchester Medical Center Health Network (“WMCHHealth”) is issuing this Request for Proposals (“RFP”) to invite interested vendors to submit proposals to provide the following equipment and services:

- Staff and fully equipped vehicles for two specialty care transport ambulances
- Coverage for the WMCHHealth facilities on or near the Valhalla campus for both emergency “911” and non-emergent transports
- Discharge transports
- Preferred provider for inter-facility transports when it is arranged by our inter-facility transfer call center
- Two onsite coordinators to assist with the services proposed
- Special event coverage for on-site and off-site hospital functions
- Assist WMCHHealth with mass casualty and Ebola exercises

This RFP also allows and encourages proposals that include several additional services. A complete RFP need not include these services but the ability and plan to offer them will be considered in determining the successful applicant. These additional services are:

- System wide coverage for discharge transportation and transportation coordination services for all WMCHHealth facilities
- Mobile integrated health projects

1.2 Background

A. WMCHHealth Network.

WMCHHealth is comprised of Westchester Medical Center (both the Valhalla campus and MidHudson Regional Hospital of Westchester Medical Center); the Bon Secours Charity Health System; and HealthAlliance of the Hudson Valley. (WMCHHealth and each of its component entities may be hereinafter be referred to as “WMCHHealth” or the “Corporation”). WMCHHealth, is a unique network of care, solely focused on advancing the health and well-being of the residents of the Hudson Valley, and ensuring that the highest level of healthcare is available as close to home as possible right here in our region. Westchester Medical Center was born and raised, so to speak, in the Hudson Valley. We are bringing together a comprehensive network of more than 250 partners, thousands of physicians and a workforce of nearly 10,000 to provide the finest care at all levels for the children and adults of the region.

In just over a decade, Westchester Medical Center has grown from a single campus and the advanced-care lifeline for the residents of our region, to a \$1.62 billion network with partners at every level of the healthcare continuum. And, as the healthcare and wellness needs for the Hudson Valley continue to grow, WMCHHealth will grow with them.

We are expanding care where we live with a new network spanning 6,200 square miles and totaling ten hospitals on five campuses with nearly 1,500 beds, including trauma centers, community hospitals and the region’s only children’s hospital, dozens of specialized institutes and centers, homecare, assisted living and one of the largest mental health systems in New York—with our flagship Westchester Medical Center providing the most advanced care when the residents of the region need it most.

B. Westchester Medical Center (WMC) and MidHudson Regional Hospital (MHRH)

Westchester Medical Center is operated by Westchester County Health Care Corporation, a public benefit corporation established by the New York State Legislature pursuant to Article 10-C of the New York Public Authorities Law. On January 1, 1998, the facilities and operations of the Westchester County Department of Hospitals were transferred to Westchester County Health Care Corporation, which is now responsible for the programs, services, and operations of the medical center.

WMC is a regional, tertiary level academic medical center, composed of University Hospital, Maria Fareri Children's Hospital at Westchester Medical Center, and the Behavioral Health Center in Valhalla, New York as well as MidHudson Regional Hospital of Westchester Medical Center in Poughkeepsie, New York. WMC serves as the Hudson Valley's most advanced medical care and referral hospital, serving population of more than 3.5 million people. WMC's Valhalla campus is licensed to operate with a total of 652 patient beds, including 415 beds in University Hospital; 136 beds in the Maria Fareri Children's Hospital at Westchester Medical Center; and 101 beds in the Behavioral Health Center that provides inpatient and outpatient psychiatric care. MHRH is licensed to operate 243 patient beds.

With more than 1,200 attending physicians and 7,000 healthcare professionals, WMC delivers industry-leading advanced medical care in specialties and services ranging from, but not limited to: cardiovascular diagnostics; cardiothoracic surgery; vascular surgery; vein treatment; neurosciences; neurosurgery; neuro-psychology; neurovascular intervention; heart, liver, and kidney transplants; advanced obstetrics and gynecology; and robotic surgery. WMC is a Level I Trauma & Burn Center and a nationally recognized bariatric surgery center. WMC is also home to one of the most technologically and clinically proficient advanced imaging centers in the region.

C. Bon Secours Charity Health System

Bon Secours Charity Health System (BSCHS) is a multi-state healthcare provider serving nearly a million people in the lower Hudson Valley, New Jersey and Pennsylvania. BSCHS has received national recognition, rankings and numerous awards for the level of care it provides including Distinguished Hospital Award for the top 100 hospitals by HealthGrades and Truven's Top 100 Hospitals for Cardiac Surgery.

BSCHS is comprised of Good Samaritan Hospital in Suffern, NY; Bon Secours Community Hospital in Port Jervis, NY; St. Anthony Community Hospital in Warwick, NY; a certified home health agency; two long-term care facilities; an assisted living/adult home facility and several other medical programs located throughout the region. Mount Alverno Center is a New York State-licensed Adult Home with an Assisted Living Program serving 85 residents.. Schervier Pavilion is a 120-bed, skilled nursing facility dedicated to the highest standard of healthcare excellence.

A. HealthAlliance of the Hudson Valley

HealthAlliance of the Hudson Valley (HAVH) is an integrated health care system committed to providing quality and compassionate medical care for our patients, their families and our community. We are dedicated to offering a full range of services and medical options, while strengthening the quality of your health care.

The HealthAlliance of the Hudson Valley system is comprised of Mary's Ave Campus, Broadway Campus, Margaretville Hospital, Mountainside Residential Care Center and Woodland Pond at New Paltz.

1.3 Designated Contact

State Finance Law Sections 139-j and 139-k (the "Procurement Requirements") restrict communications between WMCHHealth and vendors responding to RFPs. EXCEPT AS OUTLINED BELOW, FROM THE DATE THIS RFP ISSUED UNTIL THE TENTATIVE AWARD AND APPROVAL OF ANY CONTRACT (THE "RESTRICTED PERIOD") ALL COMMUNICATIONS BETWEEN VENDORS AND WMCHHealth REGARDING THIS RFP, MUST BE CONDUCTED ONLY WITH REPRESENTATIVES IDENTIFIED BY WMCHHealth AS "DESIGNATED CONTACTS."

The Designated Contact(s) for this RFP are:

Jonathan Berkowitz, MD FACEP
Medical Director, Regional Emergency Services
100 Woods Road, TCP E-240
Westchester Medical Center
Valhalla, NY 10595
Jonathan.Berkowitz@wmchealth.org

Garrett Doering
System Director, Emergency Services and Safety
100 Woods Road, TCP E-240
Westchester Medical Center
Valhalla, NY 10595
Garrett.Doering@wmchealth.org

B. Exceptions: Permissible Contacts.

In certain limited circumstances, it is permissible for vendors to communicate with WMCHHealth representatives other than the Designated Contacts about the RFP. These Permissible Contacts include:

- Submission of written proposals;

- Written complaints by a prospective vendor to WMCHHealth's General Counsel regarding the failure of WMC to timely respond to authorized contacts by vendors;
- Participation in RFP conferences or interviews;
- Negotiations following the tentative award of a contract;
- Requests to review the award of a contract; and
- Legal or administrative proceedings regarding the award of a contract.

C. Record of Contacts.

As required by § 139-k of the State Finance Law, WMCHHealth will record information about contacts with vendors during the Restricted Period. Information recorded by WMCHHealth will include but not be limited to the name, address, telephone number, place of principal employment and occupation of the person or entity making the contact. All recorded information concerning contacts made during the Restricted Period will become part of the procurement record for this RFP.

D. Responsibility of Proposer.

WMC will review whether vendors' contacts with WMCHHealth were made in accordance with the terms of this Section 1.3 or otherwise qualify as a Permissible Contact under the State Finance Law. A finding that a vendor has knowingly and willfully violated the terms of State Finance Law §§ 139-j and 139-k may result in a determination that such vendor is not a "responsible" proposer. Such a determination will be considered by WMCHHealth in its assessment of whether a vendor is qualified to perform the services described in this RFP.

E. Disclosure of Non-Responsibility.

All proposers must disclose to WMC, on the Disclosure of Prior Non-Responsibility Determinations Form attached hereto as **Attachment D**, any finding of non-responsibility made by a governmental entity within the previous four (4) years based on either impermissible contacts under § 139-j of the State Finance Law or the intentional provision of false or incomplete information to a governmental entity. Failure of any proposer to timely disclose a finding of non-responsibility or the submission of any intentionally false or incomplete information may result in the rejection of a proposal, the cancellation of a contract award, or if such contract has been executed, the immediate termination of the contract.

F. Written Affirmation.

Each proposer must submit a written affirmation, in the form attached hereto as **Attachment E**, as to the proposer's understanding and agreement to comply with WMC's procedures relating to Permissible Contacts. The affirmation must be completed and signed by a corporate officer or Principal of the proposer. Proposals that do not contain a signed original affirmation will be rejected.

1.4 Key Events/Timeline

Event	Date
RFP Release	3/28/17
Letter of Intent	4/4/17
Questions and Requests for Clarification Due	4/11/17
Questions and Answers Distributed	4/26/17
Proposal Due Date	5/10/17
Finalist Interviews [TENTATIVE]	5/24/17

Anticipated Notice of Tentative Award	6/10/17
Anticipated Contract Start Date	8/11/17

2. RFP Instructions

2.1 Letter of Intent

Vendors interested in responding to the RFP are encouraged to submit a Letter of Intent to Propose to the Designated Contact(s) by 4/4/17. Letters of Intent to Propose shall be non-binding.

2.2 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted in writing or via e-mail to the Designated Contact(s) by **4/11/17**. No questions or requests for clarification will be accepted by telephone. Questions submitted by vendors and all WMCHHealth responses will be distributed to all prospective proposers.

2.3 Addenda to RFP

In the event it becomes necessary to revise any part of this RFP or extend any deadline listed herein, WMCHHealth will issue an addendum to the RFP and distribute it to all known prospective proposers.

2.4 Cost of Proposals

Proposers shall not be reimbursed for any costs or expenses incurred in the preparation or submission of proposals or the attendance of RFP conference or interview. All costs associated with a proposer's response to this RFP shall be borne by the proposer.

2.5 Proposal Format and Content

Proposals should provide a straightforward complete and concise description of the vendor's capabilities to satisfy the requirements of the RFP. Proposals must state the assumptions made when preparing the proposal. Proposals must include but need not be limited to:

A. Title Page and Table of Contents.

- A title page that identifies the RFP for which the proposal is being submitted, states the proposer's name, and lists the name, address and telephone number of the proposer's contact person(s).
- A table of contents that identifies each numbered section of the proposal according to the proposal format set forth herein.

B. Transmittal Letter.

- A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by the individual or individuals authorized to bind the firm contractually. An unsigned proposal may be rejected. The letter shall include the following:
 - Transmittal letter must indicate the signer is so authorized to sign the proposal and the contract, and must include the title or position the signer holds in the proposer's firm.
 - If the signer is not the contact person identified on the title page, also include the address and telephone number of the authorized signatory.
 - A statement as to the willingness of the proposer's firm to enter into a contractual agreement containing, at a minimum, the terms and conditions set forth in **Attachment A** of this RFP. In accordance with Section 6 of this RFP, any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.

C. Executive Summary.

- A concise (no more than one page) summary of key points of the proposal.

D. Proposer's Background and Experience.

- Provide a background description of the proposer's firm, including but not limited to the date the company was organized and, if proposer is a corporation, when and where it is incorporated.
- A history of the vendor's experience, **which at a minimum must include providing Specialty Care Transportation ("SCT") including**, pediatrics and neonatal, 911 Emergency Medical Services, and Ambulance Patient Transportation.
- Examples of significant projects the vendor has completed in the area of Specialty Care Transportation, including neonatal and pediatric

E. Staffing Proposal.

- A staffing proposal that includes a list of staff who will participate in the project, showing the role of each and their level of effort and qualifications. This shall include the additional qualifications, training and years of experience minimum for the specialty care transportation staff and qualifications of supervisory staff including a Chief Paramedic for the specialty care transportation program.
- For staffing of the specialty care ambulances there are two possible models and proposals must include Model 1, but Model 2 may be submitted as well.
 - Model 1:** SCT Paramedics are employees of vendor
 - Model 2:** SCT Paramedics are employees of WMC

F. Statement of Methodology.

- A written description of the vendor's understanding of, and methodology or approach to, the scope of services described herein. Proposers should elaborate, as appropriate, on the tasks listed in the Scope of Work.
- A written description of the two vehicles provided for specialty care transportation and alternate vehicles that will substitute during scheduled and unscheduled out-of-service time for the primary vehicles.
- A written description of your current vehicle preventive maintenance program, including in-service percentage and unscheduled repairs.
- A written plan for staff of the specialty care transportation vehicles participation in initial training and continuing education for this role, which will be competency-based but at a minimum will include 4-6 weeks of neonatal ICU experience, CCEMT-P certification, and equivalent pediatric experience.

G. Fee Proposal.

- The fee proposal must be submitted in the proposer's package in a separate, clearly marked, sealed envelope. The fee proposal must be labeled "Ambulance Transport Services: Fee Proposal." Fee proposals will not be opened until all responses have been initially evaluated. Although proposed fees will be taken into account, WMCHHealth reserves the right to negotiate a lower or different fee structure with any proposer that is tentatively selected. The fee proposal must include an analysis, in as much detail as possible, of the components of compensation you propose to receive in connection with your provision of services under this RFP with subtotals by task and phase of work. The analysis shall include:
 - The total cost per annum and for the five year period including basis for determining cost with justification;
 - Costs breakdown by deliverable per year and for five year period
 - Estimated number of hours for each member of the vendor's team and each sub-consultant firm, if any, by task, phase, and hourly rate;
 - Hourly rates for the past two (2) calendar years, inclusive of multipliers, for each person cited in the proposal;
 - A list of anticipated potential contingencies and reimbursable expenses, subtotaled for each phase of the project;
 - The total estimated fee for completion of the services;
 - Description of any additional services not included in the proposed fee;

- Any reduced fees offered to other private or public health care entities;
- For discharge transport services the proposed fee can be a single rate or can vary according to specific scenarios;
- The vendor should submit a proposed fee for utilization of other vehicles non-emergent campus transport.

H. Conflicts of Interest.

- A statement describing any financial interest of any employee, officer, or director of, and no physician or physician practice affiliated with, WMCHHealth in proposer's firm. A financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of vendor whether or not remuneration is received for such service; or (d) an ownership interest in vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest.
- A statement describing any potential conflict of interest or appearance of impropriety, relating to other clients of proposer's firm, or employees of WMCHHealth or New York Medical College, that could be created by providing services to WMC.
- Indicate whether any owner, officer, or employee of proposer's firm has served as an officer of, or has been employed by WMCHHealth during the previous twelve (12) month period.
- Indicate what procedures will be followed to detect and notify WMCHHealth of, and to resolve any conflicts of interest.
- Indicate any pending litigation and/or regulatory action brought by any oversight body or entity that could have an adverse material impact on the proposing firm's ability to serve WMCHHealth.
- Indicate if the firm has ever had a contract with any governmental entity terminated for any reason, and if so, provide an explanation.

I. Attached Forms.

- All proposals must include completed copies of the forms annexed hereto as **Attachments D, E, F, and G.**

2.6 Submission of Proposal

Proposers must submit five (5) copies of their proposal no later than 4:00 PM Eastern Standard Time on **5/10/17** to the address stated below. Proposals received after this time and date will not be considered. WMCHHealth is not responsible for any internal or external delivery delays that may cause a proposal to arrive at the prescribed address after the deadline.

All proposals shall be enclosed in sealed envelopes or boxes bearing labels that clearly state: (i) the name of the proposer; (ii) the proposer's address; and (iii) the title of the RFP. Proposals may be delivered by hand, by U.S. mail, or by express mail via a nationally-known overnight service.

Proposals must be submitted to:

**Westchester Medical Center
Executive Offices at Taylor Pavilion
Office of Legal Affairs
100 Woods Road
Valhalla, New York 10595**

3. Administrative Information

3.1 Method of Award

The award will be made on the basis of best value (the proposal which optimizes, quality, cost, and efficiency) to the most responsive and responsible proposer as determined in the evaluation process. The contract will not be awarded solely on

the basis of lowest cost. Instead, the award will be made to the respondent(s) whose proposal receives the highest overall evaluation score based on the criteria state herein.

All proposals received in accordance with Section 2.6 will be reviewed and evaluated. Incomplete proposals and proposals that do not meet the minimum requirements will be rejected.

Proposers may be requested by WMC to clarify contents of their proposals. Other than to provide such information as may be requested by WMC, including but not limited to best and final offers, no proposer will be allowed to alter its proposal or add new information after the final submission date and time.

3.2 Reservation of Rights

WMCHHealth reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the agency's sole discretion;
- Make an award under the RFP in whole or in part;
- Pursue any or all of the services described herein from alternate sources;
- Disqualify a proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the RFP requirements;
- Prior to the opening of proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available;
- Prior to the opening of proposals, direct proposers to submit proposal modifications addressing subsequent amendments or addenda to the RFP;
- Change any date set forth in this RFP;
- Waive any informalities or any non-material requirements of the RFP;
- Negotiate with the successful proposer within the scope of the RFP in the best interests of WMCHHealth;
- Require proposers to submit best and final offers ("BAFOs");
- Award contracts to more than one successful proposer;
- Negotiate with selected proposers prior to contract award;
- Make any payment contingent upon the submission of specific deliverables; and
- Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

3.3 Confidentiality of Proposals

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the proposer. Proposers must provide specific justification as to why disclosure of particular information in the proposal would cause substantial injury to the competitive position of the proposer.

Properly identified information that has been designated confidential, trade secret, or proprietary by the proposer will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. In the event that WMC determines that the law requires that confidential information be disclosed, WMC will notify the proposer so that it may take whatever steps it deems appropriate.

3.4 Non-Discrimination and MWBE Policy

It is the policy of WMC to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or and marital status and to encourage the meaningful and significant participation at all levels (proposer, Subcontractor, Suppliers and

others) for business enterprises owned by persons of color and women – Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

The proposer is encouraged to use its reasonable efforts to encourage, promote, and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in the services sought by this RFP and to develop a policy to efficiently and effectively monitor such participation.

4. Evaluation Factors for Awards

4.1 Proposal Evaluation - Overview

The ability to perform the requested services is most important in the evaluation proposals. In addition, proposals will be evaluated for: existing or potential conflicts of interests, financial and operational stability, as well as adequacy and completeness. WMCHHealth reserves the right to disqualify a proposer if, in WMC's sole opinion, the proposal does not satisfy any or all of the evaluation criteria.

Proposals will be evaluated based on technical (65%) and financial (35%) factors as described below.

4.1.1 Technical Evaluation

The technical evaluation assesses the merits of a proposal by assigning a point score to the following criteria:

- Prior performance of similar service. In order to evaluate this the following must be included:
 - Appropriate Certificates of Need / NYS DOH Operating Certificate
 - NYS DOH BEMS history of inspections including, including BNE
 - List of any findings by any regulatory agency, including DOH & BEMS for the past five years
 - Driver training & Driver restriction policy
 - Company vehicle accident history
 - Random Drug Testing policy
 - Vehicle repair/replacement policy
 - Customer Satisfaction History (corporate and patient)
 - CMS action/investigation history
 - On-time performance history
 - Summary of billing and collection process
 - Summary of employee injury history
 - CV of current Medical Director
- Methodology to provide the requested services
- Methodology for staff to obtain initial and annual training (where applicable)
- Plan for equipment and pharmaceutical provision consistent with the needs of a specialty care transport services (where applicable)
- Plan for staff competency in the needs of specialty care transport service (where applicable)
- Methodology for providing campus ambulance services including 911 response and participation in regional mutual aid plan
- Existing qualifications of proposed management and ambulance staff
- Ability to provide system-wide services to WMCHHealth, including models where certain services or regions are sub-contracted

4.1.2 Cost Evaluation

Cost proposals shall be evaluated based on the following factors:

- Ability to obtain revenue necessary to fund services in compliance with all applicable rules, regulations and statutes through billing of patient, Medicare, Medicaid and third party payers.
- Justification and minimization of fees charge the corporation for provision of these services. It is expected that the majority of cost for transportation service will be covered through billing of patient, Medicare, Medicaid and third party payers by awardee.
- Inclusion of financial incentives and risks tied to performance measures
- Favored nation contract language
- Tiered / volume pricing that allows for discounting as the network grows

4.2 Notification of Award

Successful proposer(s) will be advised by the WMCHHealth through a letter of tentative award.

5. Scope of Work

5.1 Introduction

WMCHHealth Network engages in several different aspects of ambulance transportation. This includes interfacility, discharge, scene, emergent and non-emergent work, as well as transport coordination. This RFP incorporates many of these elements to allow parties to provide proposals to some or all of them.

5.2 Scope of Work

5.2.1 Specialty Care Transportation Services

Provide the necessary vehicles, staff, equipment and pharmaceuticals to operate two specialty care transport ambulances 24 hours per day 7 days a week which includes, but shall not be limited to, Specialty Care Transport ¹, *EMT-Paramedic*, Basic Life Support ("BLS"), neonatal, perinatal, pediatric, and psychiatric transports at WMCHHealth's request.

The services under this Section are to be provided only at the WMC-Valhalla campus. The SCT ambulances are based out of the WMC-Valhalla campus and staffed with WMC-Valhalla staff nurses.

The TWO vehicles provided shall be:

- TYPE III Advanced Life Support ("ALS") ambulance, with manufacturing specifications approved by WMC, twenty-four hours per day, seven days a week, dedicated to provide services under the Agreement. In the event the dedicated vehicles cannot be used, supply a back-up vehicle and crew within thirty (30) minutes. This response time does not include travel time to the location of the failed vehicle. The dedicated vehicle and any backup vehicle will be certified by the New York State Department of Health as an ALS ambulance and appropriately configured and equipped per DOH standards and Westchester County Regional Emergency Medical Services Council to complete critical care/advanced life support patient transfers.
- The vehicles will be purchased by proposer and be marked and dedicated to WMC. Prior to the purchase of the NEW vehicles specified and agreed to by both parties, an appropriate type III ambulance will be provided to WMC in the interim and marked in a manner to identify it as WMC's.
- The vehicles shall be maintained in accordance with proposer vehicle policies. Preventive Maintenance shall be performed according to manufacturer's recommendations. The vehicles shall be replaced at the end of three (3) years or after 100,000 miles, whichever is sooner.

¹ **Specialty Care Transport (SCT)**

Definition: Specialty care transport (SCT) is the interfacility transportation of a critically injured or ill beneficiary by a ground ambulance vehicle, including the provision of medically necessary supplies and services, at a level of service beyond the scope of the EMT-Paramedic.

- The vehicles will have all pertinent State vehicle inspections and through contract period will have completed all maintenance (preventative and repairs) required to maintain the vehicles within the manufacturer's maintenance specifications. This includes all associated medical equipment on the vehicles, *i.e.*, On Board Suction, On Board oxygen and air systems.
- The vehicles will provide a safe, comfortable and smooth ride to the occupants. The vehicles will be capable of maintaining “room temperature” in the patient compartment when not running and plugged into a shoreline throughout the year.

There are two acceptable staffing models:

1. Both the Emergency Medical Technician (EMT) and the EMT-Paramedic (EMT-P) are employees of vendor
2. The EMT is an employee of the vendor and the EMT-Paramedic is an employee of WMC

Staff must meet the following conditions:

1. EMT
 - a. Certified by the State of New York Department of Health
2. EMT-Paramedic
 - a. New York State Certified EMT-Paramedic;
 - b. REMAC certified in Westchester County and the Hudson Valley;
 - c. Currently certified in ACLS, PALS, and NRP;
 - d. Must complete and pass hospital NICU course;
 - e. CCERT-P certification and equivalent pediatric; and
 - f. Additional education as specified by WMC, including, but not limited to:
 - i. Balloon pump management
 - ii. Burn education
 - iii. Ventilator management adult and pediatric
 - iv. Yearly and other periodic continuing education
- Consistent staffing so that the individuals assigned to the contract will be the same on all shifts and staff changes will be reduced to a reasonable minimum and with the approval of WMC. Open shifts will always be filled preferably with regular (at least 3 shifts a week) team members when available.
- Staff must be capable and provide for airmedical transport when requested by WMC to accompany WMC nurses and physicians on Airmedical Specialty Transport.
- Staff must meet WMC driving eligibility requirements

The equipment, pharmaceuticals and Supplies for each of the two vehicles shall be:

- All EMS equipment, pharmaceuticals and supplies required in the operation of a certified advanced life support New York State Ambulance under the *Official Compilation Codes, Rules and Regulations of the State of New York* 10 NYCRR Part 800 et seq., and the Hudson Valley and Westchester REMAC.
- Radio with capability to communicate with agency dispatch, Westchester 60-control and Westchester Medical Center.

5.2.2 Campus Ambulance Services

Professional emergent, urgent, and scheduled response and ambulance transportation services at the appropriate advanced life support or basic life support level for Westchester Medical Center facilities and other locations as specified by WMC. This includes requests placed through the 911 system.

1. Operator shall work with the Westchester County EMS Dispatch Center (60 Control) and the affected Public Safety Answering Points (PSAP) to assure a mechanism that 911 calls from the WMC- Valhalla campus and adjacent facilities as defined by the WMC (*e.g.*, Bradhurst) receives an emergent response from Operator consistent with standard 911 procedures, response times and levels of care (ALS and BLS as appropriate) and that the requesting individual has no additional burden to obtain this response.

The scope for campus ambulance services is the Valhalla campus. This RFP does not include on campus intra-facility ambulance transportation for any other WMCHHealth Network campus.

Staffing for this deliverable shall be:

- Each ALS ambulance shall be staffed with at least one Emergency Medical Technician-Basic certified by the State of New York Department of Health and one New York State certified and Westchester and Hudson Valley REMAC approved Emergency Technician-Paramedic and equipped per New York State Department of Health and Westchester Regional MAC.
- Each BLS ambulance shall be staffed by two Emergency Medical Technician-Basic certified by the State of New York Department of Health and equipped per New York State Department of Health, Westchester and Hudson Valley REMAC.
- Vendor shall provide personnel with training, equipment, and immunizations necessary to ensure protection from illness or injury when in the scope of their employment.
- Vendor shall place safeguards for fatigue prevention.

For this deliverable the response time and operational period shall be:

- Services must be available 24 hours per day, 7 days per week.
- Operator must respond to Corporation's requests for transportation and provide the ambulance vehicle at the requested pick up site within: (a) 8 minutes for 90% of 911 Service calls and (b) 30 minutes for 90% of non-emergent calls, from the time a Service request is made by Corporation.

There are a variety of models that can be utilized by vendor to provide campus ambulance services, including utilizing a system status model to provide ambulance service, utilizing the critical care ambulance for some of the campus response, part-time dedicated campus BLS service.

5.2.3 Discharge Transportation

- Operator will be the preferred provider for discharge transportation
- Response time performance should be (a) 10 minutes or less for 90% scheduled calls from time of scheduled pickup, (b) 30 minutes or less for 75% unscheduled calls from the time a Service request is received by the vendor. Scheduling will occur at least two hours prior.
- Preferably, the operator will have the ability to manage discharge transportation from any and all WMC Health Network facilities
- The scope for discharge transportation is primarily the Valhalla campus, however if the vendor operates in regions of other WMCHHealth facilities it would be anticipated that WMCHHealth facilities could contract at the same rates, terms, and conditions.

5.2.4 Transportation Coordination

Coordinate all transports from the facility by supplying an onsite coordinator during regular business hours and normal work days for WMC. WMC agrees to supply the coordinator with a place to operate and communication tools to contact WMC staff and be contacted by WMC staff for the coordination of this transport. The time will be at least 8 hours per day to be assigned between the hours of 7:00 AM to 6:00 PM. This coordination will assist the specialty care transport team, campus ambulance program and those discharge transports leaving the facility by means other than private car (i.e., ambulance, ambulette, and taxi). The coordinator will work directly with WMC case management, specialty care transport team, and WMC social workers for this coordination. The coordinator will also be given appropriate limited computer access for pre authorization of transports and for ambulance billing information. Transportation coordinators may be involved with arranging transportation at any of WMCHHealth facilities. This does not require on-site staff at each facility. All staff must meet the requirements for on-site personnel (flu shots, medical clearance, etc.)

The scope of transport coordination is primarily the Valhalla campus, however if other WMCHHealth Network facilities elect to use this transportation coordination service it should be available to them.

5.2.5 Vehicle Maintenance and Licensing

Responsible for the management of all vehicles dedicated to WMC. Such responsibilities include:

- Obtaining all pertinent State vehicle inspections.
- Management of all maintenance (preventative and repairs) required to maintain the vehicles within the manufacturer's maintenance specifications. This includes all fixed medical equipment on the vehicle, i.e., On Board Suction, On Board oxygen and air systems.

5.2.6 Reporting

Vendor must submit a weekly and monthly report which includes the following:

- (1) All reports and data must be in xls or csv
- (2) All reports and data must be formatted as per WMC's requirements
- (3) Performance on above response time metrics including 90% response quartile, median, mean, and interquartile range for emergent, scheduled, and unscheduled non-emergent calls.
 - (a) Vendor must provide response time report that include date and times of request / scheduled pickup, enroute, call type and patient contact time in a timely fashion
- (4) Call time and date
- (5) Time stamps for:
 - (a) Call receipt
 - (b) Enroute
 - (c) arrival at requested location
 - (d) Arrival at patient
 - (e) Depart Scene
 - (f) Arrive at hospital
 - (g) Total call time
- (6) Call locations
- (7) Dispatch diagnosis
- (8) Unit used

Vendor shall provide daily activity reports of:

- (1) Call time and date
- (2) Call locations
- (3) On-time percentage
- (4) Dispatch diagnosis
- (5) Unit used
- (6) An exception report that provides the details for any call that exceeded the agreed response time, any unscheduled maintenance on the vehicles and or any other operational deviation.
- (7) Unit Hour Utilization Summary by unit
 - (a) Total Unit Hours
 - (b) Total Staffed Hours

Vendor will provide reports for the following:

- QA Reviews of all pre-hospital care reports
- Deviations of protocols
- Unusual events or incidents
- Unexpected outcomes
- Equipment malfunctions
- Summary of in-service education

6. Contract Overview

6.1 Contract Provisions

The contract will incorporate provisions of this RFP and portions of the successful proposal to which WMC agrees. The final contract will also include the WMC Standard Terms and Conditions set forth in **Attachment A** and WMC's Travel and Expense Policy for Vendors as set forth in **Attachment B**, and any applicable riders or other information deemed

appropriate by WMC. The properly executed contract shall supersede all proposals, whether written or oral, and any and all negotiations, conversations, and discussions prior to execution of the contract.

Final contracts executed pursuant to this RFP shall be subject to WMC purchasing policies and procedures and the review and approval of WMC's Office of Legal Affairs.

6.2 Term of Contract

The proposed term of any new agreement executed pursuant to this RFP is a period of five **(5) years** commencing on or about **August 11th, 2017**.

6.3 Acceptance of Terms and Conditions

Vendor must acknowledge that it has read the WMC Standard Terms and Conditions, as set forth in **Attachment A**, and that it understands and agrees to be bound by the same, with noted exceptions. Vendor must provide a separate document of exceptions, if any, taken to the WMC Standard Terms and Conditions. Each exception must reference a specific numbered paragraph of the Standard Terms and Conditions. Vendor shall state a proposed alternative to each exception taken when stating that the term or condition is "unacceptable." Any exceptions to WMC Standard Terms and Conditions may disqualify a vendor's proposal.

6.4 Disposition of Proposals

All proposals received by the due date become the property of WMC and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become public record. Any proposals received after the due date will be returned to the proposer unopened.

Definitions and Standard Terms and Conditions

ARTICLE I DEFINITIONS

- 1.1. Agreement. "Agreement" shall mean the written agreement between Corporation and the successful proposer, if any, awarded a contract to develop and implement the **ambulance services** sought by this RFP.
- 1.2. Corporation. "Corporation" shall mean the corporate entity entering the Agreement with Vendor (*i.e.*, Westchester Medical Center, Bon Secours Charity Health System, Inc. or HealthAlliance of the Hudson Valley, Inc.).
- 1.3. Services. "Services" shall mean the **ambulance services** as may be offered by Vendor to Corporation as part of a proposal submitted in response to this RFP.
- 1.4. Vendor Representative. "Vendor Representative" shall mean all employees, Vendors, agents, subcontractors or representatives of Vendor providing Services on behalf of Vendor at any Corporation site.

ARTICLE II SERVICES AND PAYMENT

- 2.1. Services. All Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. Vendor warrants to the Corporation that any Services performed and any materials used by Vendor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Vendor at its sole expense.
- 2.2. Conduct. All Vendor Representatives shall, at all times while present at the Corporation campus, comply with Corporation rules and regulations and the lawful directives of Corporation security personnel and Corporation administration. Vendor Representatives shall, at all times while present at the Corporation campus, conduct themselves in accordance with Corporation Policies and Procedures, including the Corporation Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The Vendor shall promptly remove from the Corporation campus any Vendor Representative whose conduct the Corporation reasonably determines to be objectionable.
- 2.3. Ownership of Records. All records compiled by Vendor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the Corporation. Vendor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.
- 2.4. Payment Terms. Corporation shall pay all properly submitted and undisputed invoices for the Services within ninety (90) days from the date Corporation receives an invoice. All invoices must reference the Contract Number and are to be addressed to Corporation, at Corporation address provided in each purchase order, to the Attention of the Accounts Payable Department.
- 2.5. Interest and Other Charges. Any references in any Vendor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 2.6. Taxes. Corporation and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes). Upon request, Corporation will furnish evidence of such tax-exemption. Corporation shall not be charged or subject to, and shall not pay, any tax, tariff, duty, cost or expense imposed by any taxing authority outside the United States of America and any such tax, tariff, duty, cost, or expense shall be the sole responsibility of the Vendor.

ARTICLE III TERM AND TERMINATION

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for a period of (1) year and shall automatically renew for four (4) one (1) year periods, unless earlier terminated in accordance with this Article III.

- 3.2. Termination for Cause. Either Vendor or Corporation shall have the right to immediately terminate the Agreement in its entirety in the event of a material breach of the terms of the Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the breach.
- 3.3. Termination Without Cause. Either Vendor or Corporation shall have the right to terminate the Agreement in its entirety without cause by providing the other Party at least sixty (60) days prior written notice.
- 3.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party's property or business, the Agreement may be terminated, at the other Party's option, without liability hereunder.
- 3.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.
- 3.6. Disruption of Patient Care. Notwithstanding the foregoing or any other Agreement between the Parties, if Vendor terminates the Agreement or any provision hereof and such termination, based on the reasonable, good faith determination of Corporation, would likely result in the disruption of patient care, upon written notice from Corporation as to such likely disruption, Vendor shall continue to provide the Services purchased hereunder and receive compensation, as specified in the Agreement or applicable purchase order and in accordance with Article II hereof, until Corporation has secured an alternate supplier of comparable or substantially similar goods, but in no event shall such continued provision of the Services exceed a period of one hundred and twenty (120) days from Vendor's receipt of Corporation's notice.

ARTICLE IV GENERAL PROVISIONS

- 4.1. Confidentiality. For purposes of this Section 4.1 "Confidential Information" shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Vendor or Corporation.
 - 4.1.1. In performing their respective obligations under the Agreement, the Vendor and Corporation may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting the Vendor and Corporation to have access to each other's Confidential Information, during the term of the Agreement, the Vendor and Corporation agree that they will not disclose to any third party any Confidential Information of the other Party, except as provided in Section 4.1.3, without the other Party's prior written consent. The Vendor and Corporation shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or Vendors hired by such Party in the ordinary course, to the extent that their duties, requirements, or contract for services require such disclosure, and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.
 - 4.1.2. The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party's Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 4.1.2 shall not apply to "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.
 - 4.1.3. If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.
- 4.2. Disclosure of Protected Health Information (PHI). If the transaction involves any disclosure of PHI to the Vendor, and the Vendor is determined to be a Business Associate (as that term is defined in the Health Insurance

Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Part 160 and 164), the Vendor will execute a Corporation Business Associate Agreement.

- 4.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that Vendor has contracted to provide, or Corporation has contracted to purchase, the Services that are the subject of the Agreement.
- 4.4. Publicity and Trademarks. Each Party will not, and will cause its affiliates not to, use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.
- 4.5. Financing Statements. The Vendor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of Corporation or such filing is for notification purposes with respect to custodial or other arrangements not intended as a secured transaction in which case such financing statements must expressly state: "This financing statement is filed for notice purposes only and the filing thereof shall not be deemed to create, or to constitute evidence of, a security interest under the Uniform Commercial Code."
- 4.6. Safe Harbor Discount. Each Party agrees to comply at all times with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the Vendor's obligation to report and disclose discounts, rebates, and other reductions to Corporation Services purchased under the Agreement. Where a discount or other reduction in price of the Services is applicable, the Vendor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, the Vendor will satisfy any and all requirements imposed on sellers by the safe harbor and Corporation will satisfy any and all requirements imposed on buyers by the safe harbor.
- 4.7. Government Health Program Participation. Each Party represents that it has not been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. If either Party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of the Agreement, such Party will notify the other Party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either Party may terminate the Agreement effective upon written notice to the other Party.
- 4.8. Debarment. The Vendor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; Vendor has conducted a search of the Excluded Parties List System on the System for Award Management website (<https://www.sam.gov/portal/SAM/#1>) and has attached to this Agreement a print out of a "no search results", indicating that Vendor has not been identified on the Excluded Parties List System (EPLS) and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The Vendor shall promptly notify Corporation, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which Corporation may terminate the Agreement pursuant to Article III. For purposes of this Section 4.8, the Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term "Vendor", for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).
- 4.9. Personal Inducements. The Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of the Vendor to Corporation or the New York Medical College or any physician or physician practice privileged or affiliated with either of them and/or the employees, officers, or directors of any of the foregoing and their immediate family members as an inducement to purchase or to influence the purchase of Services by Corporation from the Vendor. In addition to any other remedy to which Corporation may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and

warranty, Corporation, at its option, may declare any agreement between the Vendor and Corporation null and void.

- 4.10. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws. The Vendor further warrants that all Services purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. The Vendor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The Vendor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the Vendor's performance hereunder, the Vendor will promptly notify Corporation in writing of the receipt of such notice and the nature of such notice.
- 4.11. Access to Books and Records. To the extent required by law, Corporation and Vendor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vendor further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, the Vendor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the Vendor that are necessary to verify the nature and extent of the costs charged to Corporation hereunder. The Vendor further agrees that if Vendor carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.
- 4.12. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles.
- 4.13. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 4.14. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business and/or lost profits. Notwithstanding the foregoing limitations or anything in this Agreement to the contrary, this section shall not apply to (a) a party's obligations of indemnification as further described in this Agreement; (b) a party's breach of its obligations of confidentiality as further described in this Agreement; (c) damages caused by a party's willful misconduct; or (d) claims raised by third parties against the Vendor or Corporation, or, to claims in which either Party joins the other as a third party defendant.
- 4.15. Insurance. The Vendor will maintain general public liability insurance against any insurable claims as set forth in Schedule B-1 attached hereto.
- 4.16. Indemnity.
- 4.16.1. Indemnification by Vendor. Vendor agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or willful misconduct of the Corporation, Vendor shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the negligence or willful misconduct hereunder by Vendor or third parties under the direction or control of Vendor.

- 4.16.2. Indemnification by Corporation. To the extent permitted by law, the Corporation agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or willful misconduct of Vendor, the Corporation shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the negligence or willful misconduct hereunder by the Corporation or third parties under the direction or control of the Corporation.
- 4.16.3. Notice. It is a condition to each Party's obligations under this Section 4.16 that the Party seeking indemnification notify the indemnifying Party promptly of the claim, permit the indemnifying Party to control the litigation and settlement of that claim, and cooperate with the indemnifying Party in all matters related thereto, including by making its documents, employees and agents available as reasonably necessary.
- 4.16.4. Consent to Settlement. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.
- 4.17. Representative Access. Corporation reserves the right to require and Vendor shall upon the request of Corporation ensure that any Vendor Representative that will have access to clinical areas of Corporation's facility shall undergo a pre-placement assessment of health status to make certain that they are free from health impairment which is of potential risk to patients and personnel as indicated by a recorded medical history, physical examination, immunizations and laboratory testing.
- 4.18. Background Check. Vendor further agrees that all Vendor Representatives assigned to Corporation hereunder will be subject to a background check substantially similar to the inquiries made by the Corporation with respect to its own employees and that the Corporation has the right to deny any Vendor Representative access to its facilities based on the results of such inquiry.
- 4.19. Conflicts of Interest. The Vendor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, Corporation has a financial interest in the Vendor. The Vendor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, Corporation has a financial interest in the Vendor, Vendor shall promptly disclose that financial interest to Corporation in writing. To the extent that a financial interest is disclosed by Vendor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, Corporation, at its option, may declare any agreement between the Vendor and Corporation null and void.
- 4.19.1. Financial Interest. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Vendor whether or not remuneration is received for such service; or (d) an ownership interest in Vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
- 4.20. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.
- 4.21. Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by either Party and such event continues for more than fifteen (15) business days, either Party shall have the right and option to terminate the Agreement

- 4.22. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties concerning the subject matter of the Agreement. The terms of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.
- 4.23. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 4.24. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other Party. Any purported assignment in violation of this section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e. an entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.
- 4.25. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.
- 4.26. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.
- 4.27. Other Contractual Obligations. Each Party represents that it is not prohibited from entering into, or performing its obligations under, the Agreement by the terms of any other agreement.
- 4.28. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of the Amendment and its counterparts including facsimile or PDF signatures of the Parties.

SCHEDULE B-1
INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the Vendor shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to Corporation's approval. The policies or certificates thereof shall provide that Corporation shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name Vendor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Vendor to obtain and maintain any insurance required hereunder shall not relieve the Vendor from any of its obligations hereunder, including but not limited to indemnification, or from any Vendor liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which Vendor may be liable are filed against either Party, and if such claims exceed the coverage amounts required herein, Corporation may withhold such excess amount from payment due to Vendor until the Vendor furnishes additional security covering such claims in a form satisfactory to the Corporation.
2. The Vendor shall provide proof of the following coverage:
 - (a) Workers' Compensation. Vendor shall provide to Corporation a certificate form C-105.2 or State Fund Insurance Company form U-26.3 as proof of compliance with the New York State Workers' Compensation Law, and State Workers' Compensation Board form DB-120.1 as proof of compliance with the New York State Disability Benefits Law, provided, however, that if Vendor is self-insured for Worker's Compensation and/or Disability coverage, a New York State Workers' Compensation Board certificate evidencing such fact. Location of operation shall be "All locations in Westchester County, New York."
 - (b) Employer's liability insurance with a minimum limit of \$100,000.
 - (c) General liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the Corporation as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:
 - (i) Premises - Operations.
 - (ii) Broad Form Contractual.
 - (iii) Independent Contractor and Sub-Contractor.
 - (iv) Products and Completed Operations.
 - (d) Professional liability insurance ("acts and omissions") on an occurrence basis covering the Vendor and its employees and agents, with minimum limits of \$1,300,000 per occurrence, \$3,900,000 in the aggregate.
 - (e) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000. This insurance shall include the following coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles.
3. All policies and certificates of insurance required herein shall provide that:
 - (a) The insurer, or Vendor if it is self-insured, shall have no right to recovery or subrogation against the Corporation (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the insurance.
 - (b) The insurer, or Vendor if it is self-insured, shall have no recourse against the Corporation (including its employees or agents) for payment of any premiums or for assessments under the policy.
 - (c) Vendor assumes responsibility, and is solely at risk for, any and all deductibles.
 - (d) The clause "other insurance provisions" shall not apply to the Corporation.

Travel and Expense Policy for Vendors

POLICY

It is the policy of Westchester Medical Center (WMC) to reimburse certain vendors for out-of-pocket expenses related to:

- a. services provided to the Medical Center
- b. expenses while on official Medical Center business

The obligation of WMC to reimburse such expenses shall be considered by WMC only if:

- a. an executed contract exists between the vendor submitting such expenses and WMC, and such contract references said expenses.
- b. submitted reimbursement claims comply with this policy.

PURPOSE

To provide a mechanism for vendors who do business with WMC to be appropriately reimbursed for travel and expenses as it relates to WMC.

SCOPE

This policy applies to all vendors and contractors of Westchester Medical Center.

DEFINITIONS

None

POLICY AUTHOR

Senior Vice President of Finance

Senior Vice President of Compliance

RELATED POLICIES

None

PROCEDURE

- For air travel, reimbursement will be at the fares nonrefundable coach fare.
- The use of personal vehicles for travels less than ninety (90) miles from the Medical Center shall not be reimbursed.
- Lodging costs shall be moderate in nature. (Use Corporate discounts when available)
- The Medical Center shall reimburse for only one (1) rented vehicle, including fuel and toll costs, with the exceptions as noted below. Luxury vehicles are not permitted.
- If four or more individuals from the same concern are providing services, the Medical Center shall reimburse one mid-size vehicle for each group of four (4).
- The Medical Center requires valid receipts for all submitted expenses.
- All meals and incidentals will be reimbursed at a flat rate of \$60.00 per day. No receipts are required.

The Medical Center shall not provide payment for the following;

- Gratuities in excess of twenty per cent (20%).
- Alcohol charges.
- Personal expenses including laundry, dry cleaning, phone expenses, "mini bar" costs, etc.
- Phone expenses, routine office expenses, including, but not limited to, photocopying and document preparation expenses, computer costs or upgrades, postage, fax or courier costs.
- Submitted expenses where the business purpose and the personnel attending are not clearly indicated.

- Expenses related to non-Medical Center services, including those costs incurred by spouses or traveling companions.
- Any expense submitted without a valid receipt.

In the event of an emergency or the individual cannot reasonably obtain preapproval for travel and related costs, it is expected that all such expenses shall comply with this policy.

The Medical Center reserves the right to reject any submitted expense that it reasonably determines does not comply with this policy.

Claims for Reimbursement of Amounts Paid to Third Parties

If a reimbursement sought is for charges paid to a third party, such claim shall be accompanied by a receipt or other proper evidence sufficient to establish that such amounts have actually been paid and such other evidence to establish the reasonableness and basis for such charges and that such charges comply with this policy. In all cases where such third party payments are subject to any rebate, discount or refund the vendor shall immediately issue a credit advice to WCHCC against any amounts owed by WCHCC to the vendor for its proportionate share of such rebate, discount or refund or if no amounts are then due and owing, then, in that event, the vendor shall immediately pay over to WCHCC the amount of any such rebate, discount or refund. Such rebates, refunds and discounts shall be due to WCHCC when earned by the vendor. This provision shall not be construed to include frequent flyer miles or other benefits to the extent they are credited for the benefit of individual employees assigned to the engagement by the vendor.

Right to Audit

All agreements which provide for vendors of goods and services and contractors to make a separately stated claim for reimbursement of reasonable out of pocket expenses, expenses incurred in the production of identifiable deliverables or payments to third parties shall also provide that WCHCC shall have the right, at its own cost and expense, to audit the books and records of such entities which are reasonably pertinent to the amounts claimed by such entity, at any time during the term of the Agreement or for a period of up to twelve (12) months following the expiration or other termination of the agreement.

EFFECTIVENESS

This policy shall be effective immediately and shall remain in effect until rescinded or modified.

Senior Vice-President Finance

SEVP, Chief Operating Officer/Chief Financial Officer

President and Chief Executive Officer

Vendor Debarment/Exclusion Questionnaire

1. Are you or your company or any of its employees currently ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes ____* No ____

* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

2. Have you or your company or any of its employees been convicted of any of the following offenses: program-related crimes, crime relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes ____* No ____

* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

3. If you furnish products/goods/services from other vendors/contractors, do you verify with them at the time of contracting that neither the company nor any of its employees is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes ____ No ____*

* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of Excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

4. If you furnish products/goods/services from other vendors/contractors, do you verify with them that neither the company nor any of its employees has been convicted of any of the following offenses: program-related crimes, crimes relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes ____ No ____*

* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

Disclosure of Prior Non-Responsibility Determinations

NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

As a public benefit corporation, Westchester Medical Center, as operator of Westchester Medical Center, is obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law § 139-k, a proposer must be asked to disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity² due to: (a) a violation of New York State Finance Law § 139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. This form is to be completed and submitted by the individual or entity seeking to enter into a contract pursuant to this Request for Proposals.

Name of Proposer: _____

Proposer Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the contract awarded in connection with this procurement in the previous four (4) years?

Yes__

No__

If yes, please answer the following questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

Yes__

No__

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes__

No__

4. If you answered yes to any of the above questions, please provide details regarding the finding of

² "Governmental entity" means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the State of New York, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) a public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the New York State Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

non-responsibility below:

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

Signature: _____

State Finance Law Affirmation
NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

The proposer hereby affirms that:

1. The proposer understands and agrees to comply with the procedures of Corporation relating to restricted communications during the procurement process as required by New York State Finance Law §§ 139-j(3) and 139(j)(6)(b); and
2. All information provided to WMC by proposer in response to this RFP, including but not limited to information concerning compliance with New York State Finance Law § 139-j and § 139-k, is complete, true, and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

Proposer Name: _____

Proposer Address: _____

M/WBE and EEO Compliance Documentation Forms

Name of Proposer: _____

RFP #: _____

A. MINORITY/WOMEN'S BUSINESS QUESTIONS

As part of the Corporation's program to encourage the participation of minority/women's business, we request that you answer the questions listed below. If you do not respond, we will assume that you do not wish to be considered as a minority/women's business.

A minority business enterprise is defined as a business of which 51% or more is owned by minorities or, in the case of a publicly owned business, 51% or more of the voting power in shares of the corporation is owned by minorities. Minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A women owned business enterprise is defined as a business in which women own at least 51% of the firm, or in the case of a publicly owned business, at least 51% of the stock is owned by citizens or permanent resident aliens who are women.

QUESTIONS:

1. Are you a minority owned business: Yes _____ No _____

If yes, what is your minority group(s)?

Answer: _____

2. Are you a women owned business: Yes _____ No _____

3. If you answered yes to numbers 1 or 2, what percentage of ownership or voting authority of your business is held by members of a minority group or women?

Answer: _____

4. Please identify by name, the minority or women owners of your business and ownership percentage of each.

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?³

4. Does your company provide technical training⁴ to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No If Yes, complete an Utilization Plan (Form Available Upon Request)

Signature of Owner/Official _____
 Printed Name of Signatory _____
 Title _____
 Name of Business _____
 Address _____
 City, State, Zip _____

³ Do not include onsite project overhead.

⁴ Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.