



# **REQUEST FOR PROPOSALS**

## **STRATEGIC COST REDUCTION**

**RFP #: CMC-13710**

**RFP Issue Date: February 15, 2018**

**Proposal Due Date: March 9, 2018**

**WMC HEALTH NETWORK  
ADMINISTRATION**

**WMC HEALTH NETWORK  
Executive Offices at Taylor Pavilion  
Office of Legal Affairs  
100 Woods Road  
Valhalla, New York 10595**

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**Attachments**

- Attachment A – 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 – Westchester County Health Care Corporation 2016 Audit Report
- Attachment H – EMMA filing for the Quarter ended March 31, 2017

# 1. Introduction and Background

## 1.1 Purpose of the Request for Proposals

Westchester Medical Center Health Network (“WMCHHealth” or the “Corporation”) is a much different organization today than the Westchester Medical Center of a few years ago, significant developments in that rapid evolution include:

- Formation of a regional network
- Development of the leading PPS within the New York DSRIP program
- Creation of a physician enterprise
- One of the top ranked eHealth programs in the country

Both internal (upcoming capital expenditures, network performance) and external forces (deteriorating revenue mix, DSRIP trends, aging population), are compelling WMCHHealth to strategically look ahead and plan for the future. We have set forth a target of improving our operating efficiency by \$150,000,000 over the next 2 years, primarily through strategic cost reduction. Traditional operational improvement has come from revenue cycle, supply chain, and labor. We are now looking for margins of improvement in the areas of clinical efficiency, quality of care, and leveraging data and technology.

WMCHHealth has a culture of fiscal responsibility and financial control, over the last decade we have successfully brought about incremental change in the organization’s performance and reinforced a strict budgetary process that mitigates unchecked expense creep. However, we believe that expense monitoring and incremental change alone will not achieve our desired goals. We need professional expertise to help us during the next step of this journey and to implement the desired change that is scalable, durable, and sustainable.

WMC Health is issuing this Request for Proposals (“RFP”) to invite interested vendors to submit proposals for consulting services to partner with us on this strategic cost reduction initiative. Furthermore, it is WMCHHealth’s imperative to improve upon the quality of care we provide to the Hudson Valley region. Quality should be an integral part of the RFP response. We also envision the respondents to explain their plan to better leverage WMCHHealth data and technology.

## 1.2 Background – WMCHHealth Network

### A. Overview of WMC Health Network

WMC Health is a ten-hospital, 1,700 inpatient bed, regional medical system comprised of Westchester Medical Center located in Valhalla, New York (“WMC Valhalla”), Mid-Hudson Hospital of Westchester Medical Center located in Poughkeepsie, New York (“Mid-Hudson Hospital”), the Bon Secours Charity Health System located in Rockland and Orange Counties, New York (“BSCHS”), and Health Alliance of the Hudson Valley (“Health Alliance”). WMC Health provides care in nearly every adult and pediatric medical specialty and serves as a lifeline to the more than 3.5 million residents of the Hudson Valley region. The system includes a regional academic medical center, a children’s hospital, a community hospital, two inpatient behavioral health centers, homecare facilities, and other outpatient facilities. In addition, with a total workforce of over 12,000 healthcare professionals, including 3,000 physicians, WMC Health is one of the region’s largest sources of employment.

### B. Overview of WMC Valhalla

WMC Valhalla is located approximately 20 miles north of New York City adjacent to the Sprain Brook Parkway and is the Hudson Valley region's acute care and referral hospital. WMC Valhalla is also an academic medical center and the primary teaching affiliate of the New York Medical College (NYMC).

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WMC Valhalla is a 652 bed acute care facility consisting of the following major components:

- The **University Hospital** is a 415-bed facility and occupies a 401,544 square feet seven-story tower. It provides an array of advanced care services to the seven-county region in the Hudson Valley, including transplant services, 72 intensive care bed in six distinct units, a burn center and a Level 1 Trauma Center.
- The **Behavioral Health Center** offers 101 beds for inpatient and outpatient services for children, adolescents and adults. As part of its designated comprehensive psychiatric emergency program, the BHC hosts a Mobile Crisis Intervention Team, providing 24-hour emergency crisis service in the field, a psychiatric on-site emergency room and observation unit.
- The **Maria Fareri Children's Hospital** is a 136-bed facility and occupies about 250,000 square feet in a three-story tower adjacent to the University Hospital. It is the only children's hospital in the seven-county region and provides a full array of services to newborns and children requiring hospital services, including 49 neonatal intensive care beds and an 18-bed pediatric ICU.

### C. Overview of Mid-Hudson Hospital

Mid-Hudson Hospital includes 40 inpatient behavioral health, 50 chemical rehab and 10 detox, 125 medical/surgical and critical care and 18 physical rehab beds. The hospital is a Level 2 Trauma Centers serving the upper Hudson Valley.

### D. Overview of BSCHS

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. The system employs more than 3,400, making it one of the area's largest employers.

BSCHS consists of the following major components:

- The **Good Samaritan Hospital** is 286-bed hospital providing emergency, medical, surgical, obstetrical / gynecological and acute care services to residents of Rockland and southern Orange Counties in New York; and northern Bergen County, New Jersey. The hospital also serves these communities as an Area Level II Trauma Center.
- The **Bon Secours Community Hospital** is a 122 bed facility providing acute care and medical/surgical services, including long-term care and behavioral health services.
- The **St. Anthony Community Hospital** is a 60-bed hospital serving the residents of Orange County, NY, Sussex and Passaic Counties in New Jersey. It has been a primary resource for emergency, quality medical and wellness care since 1939.
- The **Mount Alverno Center** is a New York State-approved adult home with an Assisted Living Program serving 85 residents.
- The **Scherveier Pavilion** is a 120 bed skilled nursing facility that provides 24-hour skilled nursing care and therapeutic and restorative programs including physical therapy, occupational therapy, and speech therapy.

### E. Overview of Health Alliance

Health Alliance of the Hudson Valley 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 and Mountainside Residential Care Center.

Health Alliance of the Hudson Valley is planned to undergo a consolidation, whereby a new bed tower will be constructed on its Mary's Avenue campus. The Broadway campus will transform into a medical village that will focus on outpatient services. This is expected to be completed, tentatively, by 2019.

### 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:

**Allen Esses**  
**Chief Supply Chain Officer**  
**100 Woods Road**

**Valhalla, NY 10595**

[allen.esses@wmchealth.org](mailto:allen.esses@wmchealth.org)

**Iliana Carmona**  
**Corporate Director of Contracts**  
**100 Woods Road**

**Valhalla, NY 10595**

[iliana.carmona@wmchealth.org](mailto:iliana.carmona@wmchealth.org)

#### **A. 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 WMCHHealth 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.

#### **B. 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.

#### **C. Responsibility of Proposer.**

WMCHHealth 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.

#### **D. Disclosure of Non-Responsibility.**

All proposers must disclose to WMCHHealth, 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.

#### **E. 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 WMCHHealth’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	February 15, 2018
Questions and Requests for Clarification Due	February 23, 2018
Questions and Answers Distributed	February 27, 2018
Proposal Due Date	March 9, 2018

**2. RFP Instructions**

**2.1 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 February 23, 2018. 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.

**2.2 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 addenda to the RFP and distribute it to all known prospective proposers.

**2.3 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.

**2.4 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 vendor 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 vendor.

- 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 vendor to enter into a contractual agreement containing, at a minimum, the terms and conditions set forth in **Attachment B** 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 vendor, 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 and lead professional's experience with strategic cost reduction.
- Examples of significant projects the vendor has completed in the area of strategic cost reduction.

**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.

**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 proposal schedule for completing the scope of work that is itemized by task and includes a timeline of significant milestones. The schedule should outline the sequencing, overlapping, and interdependence of the individual tasks.

**G. Fee Proposal.**

- The fee proposal must be sent as a separate document and labeled "Strategic Cost Reduction: Fee Proposal." Fee proposals will not be reviewed 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:
  - Estimated number of hours for each member of the vendor's team and each sub-consultant vendor, 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 and the basis for calculation;
  - Description of any additional services not included in the proposed fee;
  - Any reduced fees offered to other private or public health care entities.

**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 vendor. 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 vendor or employees of WMCHHealth Network or its affiliates that could be created by providing services to WMCHHealth.
- Indicate whether any owner, officer, or employee of proposer's vendor 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 vendor's ability to serve WMCHHealth.
- Indicate if the vendor 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 C, D, E, and F.**

## **2.5 Submission of Proposal**

Proposers must email copies of their proposal to the designated contacts no later than 4:00 PM Eastern Standard Time on **March 9, 2018**. 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.

## **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 WMCHHealth to clarify contents of their proposals. Other than to provide such information as may be requested by WMCHHealth, 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 WMCHHealth determines that the law requires that confidential information be disclosed, WMCHHealth 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 WMCHHealth 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. WMCHHealth reserves the right to make final selection of the Vendor and will evaluate the Vendor’s proposal on the basis of criteria which include but are not limited to:

- Breadth and depth of experience:** The Vendor should have demonstrated experience of successfully delivering assessment, design and implementation of similar projects
- Ability to deploy expertise:** The Vendor should have the ability to immediately deploy experts across needed areas and should also confirm the availability of experts before a final decision about the proposal is made

- c. **Suitability of proposed solution:** The completeness of the services proposed, the willingness to satisfy or exceed the requirements, the approach to be used to assure high quality solutions
- d. **Management commitment:** The credibility of the Vendor’s commitment to provide the requested service in a fashion that meets or exceeds all requirements, and to develop and maintain a good business relationship
- e. **Flexibility of business arrangements:** The Vendor’s ability and willingness to propose terms that are appropriate to the dynamic and competitive environment in which WMCHHealth operates.
- f. **Cost and risk:** The terms and fees proposed for all required services including shared risk, a mechanism for pricing based upon increased or decreased levels of required service

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 WMCHHealth’s sole opinion, the proposal does not satisfy any or all of the evaluation criteria.

## 4.2 Notification of Award

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

## 5. Scope of Work

WMCHHealth has set forth a target of improving our operating efficiency by 4-6% over the next 2 years, primarily through strategic cost reduction. The following table provides an overview of the potential scope of services for this RFP.

Scope
Cost optimization via standardizing, simplifying and rationalizing platforms, applications, processes and services
Improving clinical efficiency
Improving quality of care
Leveraging data and technology
Planning and project management support

## 6. Contract Overview

### 6.1 Contract Provisions

The contract will incorporate provisions of this RFP and portions of the successful proposal to which WMCHHealth agrees. The final contract will also include the WMCHHealth Standard Terms and Conditions set forth in **Attachment A** and WMCHHealth’s Travel and Expense Policy for Vendors as set forth in **Attachment B**, and any applicable riders or other information deemed appropriate by WMCHHealth. 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 WMCHHealth procurement policies and procedures and the review and approval of WMCHHealth’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 2 years.

### 6.3 Acceptance of Terms and Conditions

Vendor must acknowledge that it has read the WMCHHealth 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. WMCHHealth will not simply adopt vendor’s standard terms in lieu of the terms and conditions set forth in Attachment A. Vendor must provide a separate document of exceptions, if any, taken to the WMCHHealth 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 WMCHealth 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 WMCHealth 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.

## ATTACHMENT A

# WMCHHealth Standard Terms and Conditions

### ARTICLE I DEFINITIONS

- 1.1. Agreement. "Agreement" shall mean the written agreement between WMCHHealth and the successful proposer, if any, awarded a contract to develop and implement the financing plan sought by this RFP.
- 1.2. Services. "Services" shall mean the strategic cost reduction consulting services as may be offered by Vendor to WMCHHealth as part of a proposal submitted in response to this RFP.
- 1.3. Vendor Representative. "Vendor Representative" shall mean all employees, Vendors, agents, subcontractors or representatives of Vendor providing Services on behalf of Vendor at any WMCHHealth site.
- 1.4. Customer. "Customer" shall mean each health care entity, in its individual capacity and solely on its own behalf, listed in this Section 1.4 and affiliated with the WMCHHealth Network (the "Network"): Bon Secours Charity Health System, Inc., HealthAlliance, Inc., and Westchester Medical Center.

### ARTICLE II SERVICES, OBLIGATIONS, 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 Customer 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. Vendor Representatives shall, at all times while present at any Customer campus, conduct themselves in accordance with Customer Policies and Procedures, including the Customer Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The Vendor shall promptly remove from a Customer campus any Vendor Representative whose conduct Customer reasonably determines to be objectionable.
- 2.3. Vendor Representatives.
  - 2.3.1. Vendor warrants that the Services shall be provided in a good, professional, and workmanlike manner, using personnel employed or otherwise engaged by Vendor ("**Vendor Employees**") having the proper degree of skill, training, and background so as to perform such Services in a timely, competent and professional manner so as to meet the needs of Customer.
  - 2.3.2. Vendor shall, and shall ensure that all Vendor Employees providing Services hereunder comply with all Customer policies and procedures, as applicable.
- 2.4. Health Clearance. Vendor Employees providing Services on Customer's premises must be in good health and Vendor, at Vendor's sole cost, shall be responsible for ensuring that all such Vendor Employees meet the health, immunization and infection control criteria required by Customer as may be modified from time to time.
- 2.5. Onsite Conduct. Notwithstanding anything herein to the contrary, in the event that any Vendor Employee assigned to perform Services hereunder is found to be not acceptable to the Customer for any reason, the Customer shall notify Vendor of such fact and Vendor shall immediately take appropriate action, which may include immediate removal of such personnel from Customer's premises if the Customer so requests, and replace such individual with another Vendor Employee acceptable to the Customer.
- 2.6. Background Check. Vendor further agrees that all Vendor Representatives assigned to Customer hereunder will be subject to a background check substantially similar to the inquiries made by the Customer with respect to its own employees and that Customer has the right to deny any Vendor Representative access to its facilities based on the results of such inquiry.
- 2.7. 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 Customer. Vendor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.

- 2.8. Fees. As consideration for Vendor’s performance of the Services for each Customer, each Customer shall pay Vendor at the rates set forth in a Schedule agreed to by the parties and attached to the Agreement.
- 2.9. Expenses. Vendor shall invoice each Customer only for expenses necessarily, directly, and actually incurred as a direct result of performing the Services that Customer in accordance with the Agreement (“**Expense Fees**”), provided, however, that Westchester Medical Center’s obligation to reimburse Vendor for Expense Fees shall be subject to Westchester Medical Center’s Travel and Expense Policy for Vendors, attached hereto as **Schedule B**. Expenses for which Vendor is reimbursed by any Customer shall be limited to reasonable out-of-pocket expenses necessarily, directly, and actually incurred by Vendor in the performance of its Services hereunder, provided, that: (i) the Customer has given its prior written consent for any such expenses; (ii) the expenses have been detailed on a form acceptable to the Customer and submitted to the appropriate Customer project manager for review and approval; and (iii) if requested by the Customer, Vendor submits supporting documentation in addition to the approved expense form. Notwithstanding the foregoing or anything in the Agreement or in any Schedule to the contrary, Expense Fees shall not exceed **Fifteen Thousand Dollars** (\$15,000.00) in the aggregate during the Term of the Agreement.
- 2.10. Other Fees and Charges. Any references in the Agreement or in any other document to interest charges, late fees, restocking fees, cancellation charges or similar payments are hereby expressly excluded from the Agreement. Customer and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes).
- 2.11. Invoicing and Payment. Vendor shall only invoice Customer for Services actually performed and already rendered. Payment of Fees is contingent on the monthly submission of numbered invoices to each Customer for the Services rendered by Vendor to each Customer referencing the contract number of the Agreement. Each Customer shall pay all properly submitted and undisputed invoices within ninety (90) days from the date Customer receives an invoice. Vendor shall direct the invoices as follows:

<u>Customer</u>	<u>Address</u>
Bon Secours Charity Health System, Inc.	Accounts Payable, Bon Secours Charity Health System, 255 Lafayette Avenue, Suffern, NY 10901
HealthAlliance, Inc.	Accounts Payable, Health Alliance of the Hudson Valley, 741 Grant Avenue, Lake Katrine, N.Y. 12449
Westchester Medical Center Westchester Medical Center	Accounts Payable, Westchester Medical Center, 100 Woods Road, Valhalla, NY 10595.

- 2.12. Customers; No Joint Liability. Notwithstanding anything in this Agreement to the contrary, each Customer enters into this Agreement solely on its own behalf. All references herein to Customer are deemed to refer to each undersigned Network entity in its individual capacity only. For purposes of determining the rights and obligations of each Party hereunder, Vendor and each Customer shall be considered to have entered into an agreement that is separate and apart from any agreement between Vendor and any other Customer or Network entity. All representations, warranties, covenants, liabilities and obligations of Customers under this Agreement are several, and not joint, to each Customer, and no Customer will be liable for any breach, default, liability or other obligation of the other Customers who are a party to this Agreement. For the avoidance of doubt, Vendor hereby acknowledges and agrees that it shall neither hold nor attempt to hold any Customer liable for the acts, omissions, or breaches of any other Customer or Network entity.
- 2.13. Right to Audit. The Customer shall have the right to audit all books and records of Vendor reasonably pertinent to the Agreement at any time during the term hereof and within twenty-four (24) months following termination of the Agreement. This provision shall survive termination or expiration of the Agreement.

### 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, unless earlier terminated in accordance with this Article III.
- 3.2. Termination. Any Customer, acting solely as to itself and on its own behalf, or Vendor may terminate the Agreement with or without cause, without penalty or liability, upon thirty (30) days prior written notice to the other Party. Customer shall not be liable for any payments, fees, costs or expenses incurred by Vendor pursuant to the Agreement after notification of a Party's intent to terminate has been received by the receiving Party, unless such expenditures are approved in advance in writing by Customer. Both Parties agree that their respective obligations hereunder remain in effect until the effective date of Termination, unless specifically agreed to otherwise in writing.
- 3.3. 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.
- 3.4. 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.
- 3.5. 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 Customer, would likely result in the disruption of patient care, upon written notice from Customer 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 Customer 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 Customer's notice.
- 3.6. No Cross Default. Notwithstanding anything in this Agreement to the contrary, each agreement as between a Customer, acting solely on its own behalf, and Vendor, on the one hand, and Vendor and any other Customer, on the other hand, shall not be cross-defaulted. A breach or default by an individual Customer of any term, condition, or covenant under this Agreement shall not be considered a default by any other Customer under this Agreement. A breach or default by Vendor of any term, condition, or covenant under this Agreement, as between Vendor and an individual Customer, shall not be considered a breach or default for which any other Customer would be entitled to exercise its rights or remedies pursuant to the terms hereof against Vendor.
- 3.7. No Cross Termination. Any right of Vendor or Customer, acting solely on its own behalf, to terminate this Agreement, as between said Customer and Vendor, shall be separate and apart from any right of any other Customer or Vendor to terminate this Agreement. For clarity, if an individual Customer or Vendor terminate this Agreement, as between said Customer and Vendor, such termination shall not terminate, constitute breach, or otherwise impact this Agreement as between, or affect the applicability or survival of the terms of this Agreement as to any other Customer and Vendor.

## 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 Customer.
  - 4.1.1. In performing their respective obligations under the Agreement, the Vendor and Customer 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 Customer to have access to each other's Confidential Information, during the term of the Agreement, the Vendor and Customer 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 Customer 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 shall execute and comply with a Business Associate Agreement with each Customer.
- 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 Customer 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 WMC 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 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 Customer will satisfy any and all requirements imposed on buyers by the safe harbor.
- 4.7. Eligibility for Governmental Programs. Vendor represents that (i) it has not been convicted of a criminal offense related to health care, and (ii) it is not currently listed by a state or federal agency as debarred, excluded or otherwise ineligible for participation in any state and/or federal funded health care 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 the Agreement a print out of a "no search results", indicating that Vendor has not been identified on the Excluded Parties List System (EPLS). Vendor shall notify the Customer immediately, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause by the Customer to immediately terminate the Agreement. For purposes of this paragraph, Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and shareholders (provided that if Vendor is publicly traded, the term "Vendor"

shall not include shareholders owning less than five (5%) percent of the outstanding share of the publicly traded entity).

- 4.8. 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 Customer or any physician or physician practice privileged or affiliated with it 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 Customer from the Vendor. In addition to any other remedy to which Customer may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and warranty, Customer, at its option, may declare any agreement between the Vendor and Customer null and void.
- 4.9. 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 Customer in writing of the receipt of such notice and the nature of such notice.
- 4.10. Access to Books and Records. To the extent required by law, Customer 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 Customer 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.
- 4.11. Ethical Directives. With respect to Bon Secours Community Hospital, Good Samaritan Hospital of Suffern, and St. Anthony Community Hospital, Vendor agrees that all activities performed in connection with the Agreement and on behalf of Vendor will be consistent with the National Conference of Catholic Bishops "Ethical and Religious Directives for Catholic Health Care Services" as in effect at the time of execution of the Agreement and as modified from time to time.
- 4.12. Dispute Resolution. Upon the agreement of both Parties, any dispute as to the performance of a Party's obligations under the Agreement or any related matter may be referred to non-binding mediation by a neutral third party, the rules and procedures of which shall be mutually agreed to by the Parties. Nothing in this paragraph shall be construed to prevent or delay either Party from exercising, at any time, any and all legal rights available to it in a court of competent jurisdiction. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.
- 4.13. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles. The exclusive venue for the purposes of any action, suit or proceeding related to or arising directly or indirectly out of the Agreement shall be in the New York Supreme Court located in Westchester County, New York or the United States District Court for the Southern District of



New York. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to the Agreement.

- 4.14. 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.
- 4.15. 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. This provision shall not apply to claims raised by third parties against the Vendor or Customer, or, to claims in which either Party joins the other as a third party defendant.
- 4.16. Insurance. The Vendor will maintain general public liability insurance against any insurable claims as set forth in Schedule A-1 attached hereto.
- 4.17. Indemnity.
- 4.17.1. Indemnification. Vendor shall indemnify, defend, and hold harmless the each Customer and each Customer's officers, directors, employees, agents, successors, and assigns for, from and against any claim or action brought against, arising out of the acts or omissions of the the Vendor, its employees or agents.
- 4.18. 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, Customer 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, Customer has a financial interest in the Vendor, Vendor shall promptly disclose that financial interest to Customer 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, Customer, at its option, may declare any agreement between the Vendor and Customer null and void.
- 4.18.1. 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.
- 4.19. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.
- 4.20. 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
- 4.21. 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.
- 4.22. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 4.23. 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.

- 4.24. 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.
- 4.25. Notices. Any notice, demand or communication required, permitted or desired to be given hereunder shall be deemed given when personally delivered or sent via a nationally recognized overnight delivery service, to the addresses set forth herein, or to such other address as the Parties may designate in writing. Copies of notices to Customer shall be simultaneously sent to Customer's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@ WMCHHealth.org.
- 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 A-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 Westchester Medical Center 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 a claims-made basis covering the Vendor and its employees and agents, with an annual aggregate of \$5,000,000.

(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**  
(See Attached)

## 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 Entity<sup>1</sup> 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 non-responsibility below:

\_\_\_\_\_

<sup>1</sup> “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.

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 Westchester Medical Center, as operator of Westchester Medical Center, 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 WMCHHealth 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 WMCHHealth'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 vendor, 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.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

