

REQUEST FOR PROPOSAL  
Medical Services  
for the  
Willow Point Rehabilitation & Nursing Center  
RFP-2026-027  
June 17<sup>th</sup>, 2026



**NEW YORK STATE, COUNTY OF BROOME**  
Jason T. Garnar, County Executive

**Willow Point Rehabilitation & Nursing Center**  
Sonya Moshier, Administrator

# INSTRUCTIONS TO RESPONDENTS

## IMPORTANT NOTICE – RFP/RFQ DISTRIBUTION

The County of Broome officially distributes solicitation documents through the Empire State Purchasing Group <https://www.bidnetdirect.com/new-york/broome-county> Copies from any other source are not considered official copies. Only those proposers who obtain solicitation documents from the Empire State Purchasing Group are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Empire State Purchasing Group, it is recommended that you obtain an official copy by registering with this service.

1. **Invitation** - Broome County, New York is inviting sealed proposals from qualified individuals for **Shopper Services Program** detailed in the accompanying Request for Proposal (RFP). Proposals will be *received* until **2:00 p.m.** local time on **Wednesday, July 15th, 2026**. Any proposal received after the time and date specified will not be considered.
2. **Submittal of Proposals – ONE (1) ORIGINAL, ONE (1) COPY, ONE (1) REDACTED COPY (for release in the event of a FOIL request), AND ONE (1) ELECTRONIC COPY ON USB MEDIA** of the proposal shall be delivered or mailed with any required data, in a **SEALED ENVELOPE**, which shall be properly identified with the following required information:
  1. **RESPONDENT'S FULL NAME & ADDRESS**
  2. **THE RFP TITLE (SEE ABOVE)**
  3. **RFP NUMBER (COVER SHEET)**

Submit proposals to:

**BROOME COUNTY DIVISION OF PURCHASING  
60 HAWLEY STREET, 2<sup>nd</sup> FLOOR  
EDWIN L. CRAWFORD COUNTY OFFICE BUILDING  
BINGHAMTON, NEW YORK 13901**

3. **Inquiries** – Any inquiries or requests for clarification regarding this RFP must be **received by 4:00 p.m. local time Monday, June 29th, 2026**. **No oral interpretation or clarifications will be given. Prospective proposers desiring further information or interpretations must make requests in writing by letter or e-mail.** All inquiries together with Broome County's response will be issued to all prospective proposers well in advance of the date for proposal submission. Requests for information should be addressed as follows:

**To:** Stephanie Jerzak, Deputy Administrator, WPRNC [stephanie.jerzak@broomecountyny.gov](mailto:stephanie.jerzak@broomecountyny.gov)  
**Copy:** Carolyn Secor, Broome County Division of Purchasing [carolyn.secor@broomecountyny.gov](mailto:carolyn.secor@broomecountyny.gov)
4. **Form of Proposals** - Proposals should be prepared in the format set forth in the accompanying documents, including a full description of the proposer's plan of work, qualifications and resumes of key personnel. A non-responsive or incomplete proposal will be removed from consideration.
5. **County's Prerogatives** - The county reserves the right to negotiate with any or all proposers; to reject any or all proposals, in whole or any part thereof; to re-solicit for proposals; and to waive any minor non-conformities in accordance with the county's determination of its own best interests.
6. **Fees** - The proposer's response must clearly present the basis for the proposer's compensation or fee structure for all services described in the proposal. If a particular service is "value added" the proposal shall so state. The fees shall include all ordinary operating expenses incurred by the firm. Extraordinary expenses incurred at the request of and with the consent of the county will be reimbursed.

7. **Tax Exempt Entity** - The County of Broome is a tax-exempt municipality; taxes are not to be included in any fee calculations.
8. **Proposal Longevity** - A proposal may be withdrawn at any time prior to the date specified as the closing date for acceptance; however, no proposer may withdraw or cancel a proposal for a period of ninety (90) days following the closing date for acceptance, nor shall the successful proposer withdraw, cancel or modify the proposal, after having been notified that the proposal has been accepted by the County, except at the request of the County or with the County's written consent.
9. **Evaluation of Proposals** - Proposals will be judged upon the proposer's ability to provide services, which meet the requirements set forth in the accompanying documents. The County reserves the right to make such investigations as it deems necessary to determine the ability of the proposer to provide services meeting a satisfactory level of performance in accordance with the County's requirements.
10. **Interviews** – Interviews or presentations by one, several or all the proposers may be requested by evaluators if deemed necessary to fully understand and compare the proposers' capabilities. Site visits by the evaluators may be conducted if deemed necessary by the County. Under Broome County rules and regulations, the County Board of Acquisition and Contract or the County Legislature may be the awarding authority for this type of service, depending on the amount of the accepted proposal:

BOARD OF ACQUISITION & CONTRACT - UP TO \$14,999  
COUNTY LEGISLATURE - \$15,000 AND OVER

However, the Legislature may be utilized for consideration of an award under \$15,000 if it is deemed in the best interests of the County. A presentation by the proposer to committees of the Legislature and/or selected County Officials may be required prior to the recommendation and consideration of an award.

11. **Contract Terms** - At the time of the award by the County, the apparent successful proposer(s) must agree to a contract memorializing the terms and conditions which will govern the relationship and establish the obligations of each party. All proposers shall be aware that the contents of a successful proposal will be construed in favor of Broome County and that the final contract between the successful proposer and Broome County may incorporate by reference the County's RFP documents and the successful proposals and supporting submittals.
12. **Proposer's Conditions** - Any conditions or expectations on the part of the proposer for performance by the County must be set forth in the proposal. The County is not obliged to consider the proposer's post-submittal terms and conditions. **\*\*\* If any service is not included, or is available for an additional cost, the submittal shall clearly so state. \*\*\***
13. **Choice of Law & Venue** - The resulting agreement will contain language stating that the contract is performable in Broome County, New York, and shall be construed in accordance with the laws of the State of New York. If any legal action is brought in connection with the enforcement of the contract, exclusive venue shall lie in County of Broome, New York.
14. **Proposer's Preparation Costs** - Any costs incurred by the proposer in responding to the RFP is at the proposer's own risk and expense as a cost of doing business. All materials submitted with a proposal shall become property of Broome County and will not be returned to the proposer. **The proposer is hereby notified that all submitted materials are subject to disclosure pursuant to the New York State Freedom of Information Law (New York Public Officer's Law section 86 et seq.).**
15. **Deliverables** – Although the specific deliverables are subject to negotiation the successful proposer will be expected to provide the required services as outlined in this proposal.
16. **Ex parte Contact** – Proposer shall not contact any other county officials other than those referenced in this RFP or in accordance with the procedure outlined herein. **Any proposer that violates the foregoing provision may be disqualified from consideration.** Proposals shall be based solely on information provided in the RFP and any addenda thereto.

17. **Minimum Qualifications** - The County will not consider any proposals that do not meet the minimum qualifications defined in the specifications.
18. **Standard Assurances** - By submitting this proposal, the proposer agrees to comply with all of the Standard Assurances that may be attached.
19. **Cancellation** - (A) Broome County reserves the right to cancel the contract if the bidder fails to fully comply with all insurance requirements at any time. **or** (B) Broome County reserves the right to cancel the contract in the event the bidder fails to take adequate corrective action within fifteen (15) days after receiving notice of default in any of the obligations under the contract; including, but not limited to, the failure to deliver on specified delivery date(s) or the delivery of non-conforming goods or services. In the event of a default and cancellation of the contract, the bidder shall be responsible for payment to Broome County of a sum equal to the additional contract costs to the County. Broome County will communicate with the vendor/contractor's management office to resolve problems throughout the contract term.  
  
**Cancellation Due to Non-Appropriation of Funds/Leases** - Broome County reserves the right to cancel the contract in the event that the County Legislature, during the enactment of the County Budget, fails or declines to appropriate money for the continuation of the funds/lease(s).
20. **Term of Contract** – The term of contract shall commence upon approval by the Broome County Legislature, notification of award, mutual execution of an agreement, and receipt of a satisfactory certificate of insurance. It is Broome County’s intention to contract for a period of 5years.
21. **Legal Compliance** – Each proposer is responsible for full and complete compliance with all applicable laws, rules, regulations and licensing requirements imposed by any public authority having jurisdiction.
22. **Proposer’s Insurance** – The contractor must provide and maintain in force at all times during the term of the services contemplated herein insurance **as described in the attached contract insurance specifications**. Appropriate evidence of such coverage, other than any required endorsements, is to be submitted as part of the proposal and included in the Appendix. The successful proposer will have twenty (20) days from the date of the notice of award to supply proof of application for any necessary policy endorsements.
23. **Auditable Records** – The successful contractor shall maintain such accounts and records in connection with its performance of services for the County as may reasonably be required by the County. The contractor shall, at any reasonable time during the term and for a period of one year following the completion of work under the contract, afford the County’s agents and auditors reasonable facilities and access for the examination and audit of its records pertaining to its performance and shall, upon request by the County, produce and exhibit all such records.
24. **Non-Discrimination** – The contractor shall not discriminate or permit discrimination in its operations or employment practices against any person or group on the grounds of race, color, creed, national origin, gender or handicaps and shall furnish evidence of compliance with provision when so requested by the County.
25. **Contribution Statement and Gift Statement**
  - A. Election Law Signed Statements: The county shall require a signed statement for any contract or agreement that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome County that the professional business entity has not made a contribution within one calendar year immediately preceding the date of the contract or agreement which exceeded the permitted thresholds set forth in article 14 of the Election Law of the State of New York.
  - B. Gifts Signed Statement: The county shall require a signed statement for any contract or agreement that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome County that discloses all gifts given, if any, by the

bidding professional business entity to any officer or employee of the County of Broome.

**26. Iranian Energy Sector Divestment**

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:

- a. Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
- b. Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.

2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

- a. “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”  
Broome County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

- a. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
- b. The County of Broome has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Broome would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

**27. Executive Order 177 regarding Anti-Discriminatory Policies and Practices**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment

that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

## **28. State Finance Law §139-m Gender-Based Violence and the Workplace**

Effective November 5, 2025, State Finance Law §139-m requires a bidder certification on Gender-Based Violence and the Workplace for competitive New York State procurements. The certification must be subscribed to and affirmed under penalty of perjury and confirms the bidder has implemented a written policy addressing gender-based violence and the workplace and has shared that policy to all employees, directors, and board members.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing gender-based violence and the workplace and have provided such policy to all of its employees, directors and board members. Such policy shall, at a minimum, meet the requirements of subdivision 11 of section five hundred seventy-five of the executive law.

- 29. Required Documents** - Proposals received that do not include the required documents signed and returned may be deemed non-responsive and removed from consideration to award.

### **ATTACHMENTS:**

Insurance Requirements

Proposal Specification

Required Documents:

Proposal Sheet

Compliance Statement

Variation and Justification Sheet

Non-Collusive Bidding Certificate

Iranian Energy Divestment Certification

Election Law Statement

Gifts Statement

Insurance Acknowledgment

W-9

Respondent's Check List

## Risk Management & Insurance Specifications

<b>Project Description or Contract Number</b>	Medical Services-Medical Director & Providers for WPR&NC residents. Vendor located off site but provides professional services at Willow Point. 10/1/26-9/30/28.	
<b>Date Issued</b>	June 9, 2026	
<b>Vendor name (“Contractor”)</b>	TBD	
<b>County Department</b>	WPR&NC	Ed Decker x4202

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

### **Part I. General Provisions**

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor’s expense, the insurance policies listed in Part II with limits equal to or greater than the enumerated limits.
2. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
3. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Broome County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
4. Every required coverage type shall be “occurrence basis”.
5. The Contractor may utilize umbrella/excess liability coverage to achieve the limits required hereunder; such coverage must be at least as broad as the primary coverage (follow form).
6. All insurance certificates must be approved by the Office of Risk & Insurance Management. See section II for specific requirements regarding insurance proof.
7. The County reserves its right to request certified copies of any policy or endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated “A-:VII” or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Broome County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Broome County shall be repaid upon demand, or at the County’s option, may be offset against any monies due to the Contractor.
10. Neither Party shall permit a subcontractor to enter upon or continue the performance of the Agreement unless such subcontractor is and remains insured in accordance with the requirements listed hereunder. Any such subcontracting Party shall indemnify the other for any loss suffered by the non-subcontracting Party for the failure of any subcontractor to be so insured. The indemnity shall survive expiration or termination of the Agreement.

## **Part II. Required Insurance – Minimum coverage types and amounts**

<b>Coverage Type</b>	<b>Minimum Limits</b>
<p><b><u>Professional Liability</u></b></p> <ul style="list-style-type: none"> <li>• “Claims made” coverage must be maintained continuously for a minimum of two (2) years after contract termination.</li> <li>• Shall <b>not</b> contain restrictions for: <ul style="list-style-type: none"> <li>✓ Contractual Liability</li> <li>✓ Express warranties or guaranties</li> <li>✓ Personal injury</li> </ul> </li> </ul> <p><b><u>Proof of additional insured coverage shall be evidenced through a carrier issued endorsement.</u></b></p>	<p><b>\$1,000,000 / \$3,000,000</b> Per occurrence / minimum Annual aggregate limit</p>

1. **The certificate face shall:**
  - indicate coverage(s) (other than Workers’ Compensation & Disability) & minimum amounts required in part II.1
  - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an insurance limits reduction) unless **thirty (30) days** prior written notice has been given to the County Office of Risk & Insurance Management.
  - Disclose all policy exclusions
  - Disclose the amount of self-insured retention or deductibles.
  - Show Products & completed operation
  
2. **Proof of Workers’ Compensation Coverage must be provided on NYS issued WCB form C-105.2 or U-26.3. Exemption should be provided on CE-200**
  
3. **Proof of Disability Coverage must be provided on NYS issued WCB form DB-120.1 or DB820/829 or DB-155. Exemption should be provided on CE-200**
  
4. **The Additional Insured & Certificate Holder should read:**

County of Broome  
**Attn:** Office of Risk & Insurance Management  
PO Box 1766  
Binghamton, NY 13902-1766

### **Part III Defense and Indemnification**

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

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

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

### **Part IV Safety**

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

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

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

BROOME COUNTY  
DIVISION OF PURCHASING  
SPECIFICATIONS  
FOR

**MEDICAL SERVICES**

**1. INTRODUCTION**

Broome County owns and operates a skilled nursing facility at the Willow Point Rehabilitation and Nursing Center (“WPRNC”), 3700 Old Vestal Rd, Vestal, NY 13850.

The WPRNC is a 300-bed public, non-profit residential health care facility that provides care to the aging and chronically ill requiring varying levels of service intensity. It provides transitional care, memory care, bariatric care (up to 650 lbs.), respite, hospice, and traditional chronic care.

Willow Point Rehabilitation and Nursing Center is a County-government owned and operated Medicare/Medicaid certified residential health care facility. The 300-bed nursing home is comprised of:

**Chronic Care Beds (218)** - Serve as traditional long-term care residential types with hospice and respite services available.

**Memory Care Program Beds (43)** - Care of individuals with Alzheimer’s or related dementias exhibiting wandering or other non-aggressive behaviors, which require secure care in a structured, reduced-stimulation setting.

**Transitional Care Beds (39)** - Provides sub-acute orthopedic rehabilitation, stroke recovery, cardiac rehab, wound and pressure ulcer care, and recovery from other medically related hospitalizations.

**Clinical Service Capacity** - The WPRNC has Registered Nurses, Licensed Practical Nurses and Certified Nursing Assistants on staff 24-hours per day. Competencies include: IV, PICC, Insulin Pump, Wound Vacuum, Gastrostomy, Colostomy, Urostomy, and other related services.

**Occupancy Admissions**

2026 87% (260)-Budget

2025 84% (252)

2024 82% (246)

2023 76% (228)

All Proposals shall be submitted in accordance with the attached instruction sheets.

**2. PROPOSAL REQUIREMENTS**

Each medical provider’s proposal must include the following information:

- a. A concise summary of the medical provider’s general experience.
- b. Resume/C.V. (Specifically list education and experience related to long-term care and the nursing home patient population.)
- c. Three professional references and contact information. For each reference, include the following: contact name, telephone number, date of contract, term of contract, email address, and a brief description of the work.
- d. Evidence the provider and its employees possess current licenses, certifications, and/or permits as may be required by regulation, code or law and that the same will be in place throughout the contracted service period.

### 3. SCOPE OF SERVICES

Medical services are to conform with:

- a. Rules and regulations of the State of New York governing healthcare facilities,
- b. Centers for Medicare & Medicaid Services (CMS), HHS,
- c. Medical Services 10 CRR-NY § 415.15,
- d. Physician Services 42 CFR § 483.30,
- e. All related standards and regulations as may be promulgated during the contract term, and
- f. Meet medical director qualifications per Addendum A.

#### **Physician Services:**

The facility shall ensure that a physician personally approves a recommendation that an individual be admitted to a nursing home. Each resident shall remain under the care of a physician and shall be provided care that meets prevailing standards of medical care and services.

- 1) Physician supervision. The facility shall ensure that:
  - a. the medical care of each resident is supervised by a physician who assumes the principal obligation and responsibility to manage the resident's medical condition and who agrees to visit the resident as often as necessary to address resident medical care needs; and
  - b. another physician supervises the medical care of residents when the attending physician is unavailable.
- 2) Physician visits and responsibilities. The facility shall ensure that the responsible physician:
  - a. participates as a member of the interdisciplinary care team in the development and review of the resident's comprehensive care plan with the understanding that the minimum level of physician participation in interdisciplinary development and review of the care plan shall be a person-to-person conference with the registered professional nurse who has principal responsibility for development and implementation of the resident's care plan;
  - b. visits the resident whenever the resident's medical condition warrants medical attention and establishes and maintains a schedule of visits appropriate to the resident's medical condition. The frequency of visits shall be no less than once every 30 days for the first 90 days after admission, and at least once every 60 days thereafter;
  - c. reviews the resident's total program of care, including medications and treatments, at each regularly scheduled visit;
  - d. prepares, authenticates and dates progress notes at each visit;
  - e. authenticates and dates all orders;
  - f. provides residents and designated representatives with his or her name, office address and telephone number and responds to calls from residents to discuss the resident's medical care;
  - g. participates in facility training programs to familiarize him or herself with State regulations and facility policies;
  - h. is informed of the results of all Department of Health surveys related to medical service deficiencies and is involved in resolving such problems; and
  - i. at the option of the physician and the facility, scheduled visits after the initial visit may alternate between personal visits by the responsible physician and visits by a registered physician's assistant or certified nurse practitioner in accordance with paragraph (4) of this subdivision.
- 3) Availability of physicians for emergency care. The facility shall provide or arrange for the provision of physician services 24 hours a day, in case of an emergency.
- 4) Physician delegation of tasks.

Except as specified in subparagraph of this paragraph, a facility may permit a physician to delegate tasks to a registered physician's assistant or certified nurse practitioner who:

- a. meets the applicable requirements of Physician Services 42 CFR § 483.30 or is certified as a nurse practitioner, respectively;
  - b. is acting within the scope of practice as defined by State law; and
  - c. is under the supervision of the physician.
- 5) The facility shall not permit a physician to delegate a task when the regulations specify that the physician must perform it personally or when the delegation is prohibited by the facility's own policies.

### **Medical Director Services:**

The respondent must identify a physician to serve as Medical Director providing part-time services up to 4-5 hours per week, such services shall conform to 10 CRR-NY § 415.15:

The facility shall designate a full-time or part-time physician to serve as medical director. The medical director shall be responsible for:

- 1) Implementation of resident medical care policies;
- 2) The coordination of physician services and medical care in the facility;
- 3) Coordinating the review, prior to granting or renewing professional privileges or association, of any physician, dentist or podiatrist as required by Public Health Law Section 2805-k. Such review shall be coordinated with the activities of the Quality Assessment and Assurance Committee established in 10 CRR-NY § 415.27 of this Part and shall:
  - a. provide for the maintenance and continuous collection of information concerning the facility's experience with negative health care outcomes and incidents injurious to residents, resident grievances, professional liability premiums, settlements, awards, costs incurred by the facility for resident injury prevention and safety improvement activities;
  - b. periodically reconsider the credentials, physical and mental capacity and competency in delivery of health care services of all physicians, dentists or podiatrists who are employed or associated with the facility;
  - c. gather information concerning individual physicians, dentists and podiatrists within the individual physician's, dentist's or podiatrist's personnel file maintained by the facility; and
  - d. prior to renewal of privileges of physicians dentists, or podiatrists, solicit and consider information provided by the Resident Council about each such practitioner; and
- 4) Assuring that each resident's responsible physician attends to the resident's medical needs, participates in care planning, follows the schedule of visits maintained in accordance with Physicians Services in accordance with Section 2 of this RFP, and complies with facility policies. When a physician fails to provide services, which meet generally accepted standards of practice, the medical director shall take necessary corrective measures and refer the matter to the Office of Professional Medical Conduct of the Department as appropriate.
- 5) Participate in Quality Assurance and Performance Improvement (QAPI) Committee, Advisory Board meetings, Medical staff meetings, and Quarterly Policy Meetings.

It is understood and agreed by the parties that the Medical Director will supervise the “day to day” operations of the health and medical care program, and that the Administrator will cooperate with and provide assistance to the Medical Director in implementing the Director’s responsibilities under this agreement.

## **4. REQUEST FOR PROPOSAL SUBMISSIONS**

For the County to conduct a uniform review process, all proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal.

## **Tab I: Title Page & Table of Contents**

The title page should reflect the Request for Proposal subject, name of the Proposer, address, telephone number, and contact person. Include the name and title of person(s) authorized to bind the Proposer. The Table of Contents must indicate the material included in the Proposal by section and page number.

## **Tab II: Practice Profile & Experience as a Medical Services Provider**

This section should state the size of the practice, geriatrician's qualifications, if any, and the practice's background.

The proposal should include details of experience with residential health care facilities (RHCF) of similar size and service mix complexity to that described in this RFP, served by your practice.

## **Tab III: References**

### **Client List.**

A list of all nursing home clients served since January 1, 2020. Include the following information for each client:

- a. Name and address of the client;
- b. If a nursing home client, provide the number of beds served;
- c. Name and telephone number of contact person;
- d. Duration of engagement.
- e. If services were terminated for any reason, explain.

## **Tab IV: Specific Medical Services Approach and Management Strategy**

Please provide details regarding your understanding of the scope of services required and the approach your practice would use to meet WPRNC medical service needs. Include the following:

- a. A management plan with qualifications of the staff you propose to oversee medical services, along with resumes of the key personnel who would be assigned.
- b. Detailed description of how its services will be structured and an explanation of how each of the requirements of the scope of work and other tasks will be accomplished. The provider should include any additional services, enhancements, and/or options that will be provided to the County.
- c. Explanation of what steps will be necessary to implement the offered services.
- d. Description of the plan to work with the County.
- e. Description of provider's expertise and that of proposed personnel and how the entity's management procedures will ensure quality work is performed.
- f. Explanation of proposed quality control mechanisms that will ensure a high level of quality and commitment to excellence.
- g. Information regarding the provider's plan to comply with the Health Insurance Portability and Accountability Act.

## **Executive Summary**

The Executive Summary shall summarize key provisions of the proposal. Providers must deliver a concise summary of their medical services experience and experience specific to infirmed elderly clients, as well as a general overview of how they propose to provide services. The medical services provider's description must include: (a) frequency of service, (b) duration of service, (c) scope of services to be available and quality control measures that will be implemented.

**Service Proposal.** The Service Proposal must outline the proposer's plan for providing Medical Services.

- 1) Detailed practitioner coverage plan for weekdays, off-shifts and holidays:
  - a. The number of practitioners and use of extenders, if any,
  - b. The number of on-site hours to be provided by practitioner type per day and per week,
  - c. The anticipated business hours for on-site services,

- d. The use of practitioners for on-call coverage, specify if the practitioners for on-call coverage will or will not be the same as rounding practitioners, and
  - e. The process/method to ensure timely inclusion of transcribed practitioner records into the medical record.
- 2) If the proposer may utilize telemedicine in the performance of medical services, please detail the approach, equipment and any other operational requirements.
  - 3) The proposer must affirm to provide services in compliance with the WPRNC Corporate Compliance Program, federal and NYS False Claim Acts. Corporate Compliance information is available at <https://willowpointrehab.com/about-us/corporate-compliance/>
  - 4) The proposer must affirm they render all services without discrimination on the same bases. WPRNC does not discriminate on the basis of Race, Color, Creed, Sex, Religion, Sexual Preference, Age, National Origin, Marital Status, Disability, Handicap, Source of Payment, or any other legally protected status.
  - 5) The proposer must affirm to render all services in compliance with all provisions of Public Health Law 104-191, Health Insurance Portability and Accountability Act (HIPAA) of 1996 and all subsequent modifications.
  - 6) Provide additional information, if desired, demonstrating how a contract award to your organization would potentially enhance clinical, operational or financial performance.
  - 7) Contractor electronic order entry and progress note participation is mandatory. The electronic medication administration record (eMAR) in place is point click care.
  - 8) Transcription services will be the responsibility of the Contractor and will not be provided.

As full consideration for the provision of Medical Services, WPRNC assigns to the Contractor the right to bill the Medicare program and other payers on a fee-for-service basis for the clinical services provided by its Physicians, Nurse Practitioners and Physician Assistants. It will be the responsibility of the Contractor to bill respective payers in conformity with applicable rates or fee schedules. The respondents must be enrolled in the Medicare program and with other payers. Documentation to evidence the medical necessity of services provided is the sole responsibility of the Contractor. The respondent understands that Broome County shall have no financial liability for the Medical Services provided.

**Tab V: MEDICAL DIRECTOR SERVICES FEE PROPOSAL**

This tab section must include a Medical Director Services Fee Proposal submitted in an hourly rate format and specifying the number of hours per week that are proposed.

Please indicate if the hourly rate shall remain fixed for the duration of the contract or if escalation shall apply. If there shall be escalation, please specify the percentage of escalation and frequency it shall be applied.

Example: Number of Hours per Week \_\_\_\_\_ Hourly Rate \_\_\_\_\_

The Contractor will be responsible for maintaining a qualified Medical Director to always serve, this shall include providing a qualified substitute during periods of absence due to vacation or incapacity.

**5. PROPOSAL EVALUATION & SELECTION CRITERIA:**

Selection criteria will be based on the following:

1. Willingness and ability of the proposer to meet all the requirements set forth in this RFP.
2. Demonstrated involvement and commitment to long-term care as evidenced by employment, training, and continuing education.
3. Client References
4. Proposed hourly rate for Medical Director services

5. Additional or value-added services above the minimum requirements, such as willingness to provide employee training to improve patient care, willingness to participate in on-going facility quality assurance and performance improvement programs, and willingness to advocate for the needs of Willow Point to regulators and those involved with setting rates, regulations and standards of practice.

**Rating scale for each criterion:**

- 1 = Does not meet minimum requirements
- 2 = Meets minimum requirements with some difficulties
- 3 = Meets requirements
- 4 = Exceeds minimum requirements
- 5 = Greatly exceeds minimum requirements

**ADDENDUM A**  
**MINIMUM QUALIFICATION STANDARDS AND PERFORMANCE REQUIREMENTS OF A**  
**MEDICAL DIRECTOR**

**Minimum Qualification Standards:**

**Experience:**

- Prior experience as a Medical Director within a Long-Term Care Facility in New York State.
- Education: Valid medical degree. The degree must be provided with RFP submission

**Certificate/Licenses:**

- Licensed to practice in New York State.
- Board eligible or board certified in Geriatric Medicine or certification as Medical Director by the American Medical Directors Association.

**Professional Record:**

- Freedom from illegal use of drugs, and freedom from use and effects of drugs and alcohol in the workplace.
- Note: Persons who have been found guilty by a court of law of abusing, neglecting or mistreating individuals in a health care setting are ineligible for this position. Persons excluded by Medicare/Medicaid participation are ineligible as well.

**Performance Requirements:**

- Demonstrates current knowledge of appropriate medical care of frail elderly individuals as well as other relevant facility residents.
- Demonstrates current knowledge of legal and regulatory requirements for medical care in a nursing facility setting, including applicable federal, state and local regulations.
- Demonstrates knowledge of and respect for the rights, dignity, and individuality of each resident in all interactions.
- Demonstrates compliance with all federal and state laws and regulations.

## HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the “Agreement”) is entered into by and between **Broome County** (“Covered Entity”) and \_\_\_\_\_ (“Business Associate”) the entity that is a party to the contract that this Agreement is made a part of.

### **Definitions**

Except as otherwise provided herein, the capitalized terms used in this Agreement shall have the same meaning as those terms in the Electronic Transaction, Security or Privacy Rule, as the case may be.

### **Specific definitions:**

- (A) Breach, as defined by 45 CFR § 164.402, means the acquisition, access, use, or disclosure of protected health information in a manner not permitted under 45 CFR §164.500 et seq. which compromises the security or privacy of the protected health information. A use or disclosure of protected health information that does not include the identifiers listed at 45 CFR §164.514(e)(2), date of birth, and zip code does not compromise the security or privacy of the protected health information. Breach excludes uses or disclosures described by 45 CFR § 164.402(2).
- (B) Covered Entity means Broome County.
- (C) Electronic Transaction Rule means the standards for processing Standard Transactions and code sets at 45 CFR Parts 160 and 162.
- (D) Individual has the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (E) Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- (F) Protected Health Information has the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (G) Secretary means the Secretary of the Department of Health and Human Services or his/her designee.
- (H) Security Rule means the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subpart C.
- (I) Unsecured Protected Health Information means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS Web site.

## **Obligations and Activities of Business Associate**

- (A) Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- (B) Business Associate agrees to use appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Agreement. In addition, Business Associate agrees to implement Administrative, Physical and Technical safeguards consistent with the requirements of the Security Rule that reasonably and appropriately protect the Confidentiality, Integrity and Availability of Electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of Covered Entity.
- (C) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- (D) Business Associate agrees to report to Covered Entity any Use or Disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware. Business Associate also agrees to report to Covered Entity any Security Incident of which it becomes aware as required by the Security Rule.
- (E) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (F) Business Associate agrees to provide access, at the request of Covered Entity and in a reasonable time and manner, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to enable Covered Entity to meet the requirements under 45 CFR § 164.524.
- (G) Business Associate will accept all amendments of an individual's PHI or a record regarding an individual contained in a Designated Record Set (for so long as PHI is maintained in a Designated Record Set) received from the Covered Entity, in accordance with 45 CFR 164.526. In the event an individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall, within two (2) days, forward such request to the Covered Entity.
- (H) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, in a reasonable time and manner or as designated by the Secretary, for purposes of determining Covered Entity's compliance with the Privacy Rule.
- (I) Business Associate agrees to document such Disclosures of Protected Health Information and information related to such Disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(J) Business Associate agrees to provide to Covered Entity or an Individual, in a reasonable time and manner, information collected in accordance with the preceding paragraph (i), to permit Covered Entity to respond to a request by an Individual for an accounting of Disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

(K) If Business Associate conducts any Standard Transaction for or on behalf of Covered Entity, Business Associate shall comply with the requirements under the Electronic Transaction Rule.

(L) Business Associate shall, following the discovery of a Breach of Unsecured Protected Health Information, notify the Covered Entity of such Breach.

(1) A Breach shall be treated as discovered by a Business Associate as of the first day on which such Breach is known to the Business Associate or, by exercising reasonable diligence, would have been known to the Business Associate. A Business Associate shall be deemed to have knowledge of a Breach if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate (determined in accordance with the federal common law of agency).

(2) Except as provided in 45 CFR § 164.412, a Business Associate shall provide the notification required by 45 CFR § 164.410 without unreasonable delay and in no case later than 60 calendar days after discovery of a Breach.

(3) The notification required by 45 CFR § 164.410 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been or is reasonably believed by the Business Associate to have been, accessed, acquired, used, or disclosed during the Breach.

(4) A Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the Individual under 45 CFR § 164.404(c) at the time of the notification required by 45 CFR § 164.410 or promptly thereafter as information becomes available.

(5) If a law enforcement official states to the Business Associate that a notification, notice, or posting required under 45 CFR § 164.400, et seq. would impede a criminal investigation or cause damage to national security, the Business Associate shall:

(i) If the statement is in writing and specifies the time for which a delay is required, delay such notification, notice, or posting for the time period specified by the official; or

(ii) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in the preceding paragraph is submitted during that time.

(6) In the event of a Use or Disclosure in violation of § 164.500 et seq., the Business Associate shall have the burden of demonstrating that all notifications were made as required by this Agreement or that the Use or Disclosure did not constitute a Breach, as defined at § 164.402.

## **Permitted Uses and Disclosures by Business Associate**

### **General Use and Disclosure Provisions**

Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the contract that this Agreement is made a part of, provided that such Use or Disclosure would not violate (i) the Privacy Rule if done by Covered Entity or (ii) the minimum necessary policies and procedures of the Covered Entity.

### **Specific Use and Disclosure Provisions**

(A) Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(B) Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) Disclosures are Required By Law, or (ii)(A) Business Associate obtains reasonable assurances from the person to who the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required By Law or for the purpose for which it was Disclosed to the person, and (ii)(B) the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(C) Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504(e)(2)(i)(B).

(D) Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with CFR § 164.502(j)(1).

### **Term and Termination**

(A) *Term.* The term of this Agreement shall be effective as of the effective date of the contract that this Agreement is made a part of, and shall terminate when all the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(B) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the contract that this Agreement is made a part of if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate this Agreement and the contract that this Agreement is made a part of if Business Associate has breached a material term of this Agreement and, in the Covered Entity's sole discretion, cure is not possible; or

(3) If, in the Covered Entity's sole discretion, neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(C) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon such notification that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

**Miscellaneous**

(A) *Regulatory References.* A reference in this Agreement to a section in the Electronic Transaction, Privacy or Security Rule means the section as in effect or as amended.

(B) *Amendment.* The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Electronic Transaction, Privacy or Security Rule, or any applicable state law.

(C) *Survival.* The respective rights and obligations of Business Associate under the Section of this Agreement entitled "Effect of Termination" shall survive the termination of this Agreement.

(D) *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Electronic Transaction, privacy or Security Rule.

(E) *Right of Audit.* The Covered Entity shall have the right at all reasonable times and upon reasonable notice to Business Associate to audit and examine the records of the Business Associate insofar as such examination relates to, and is limited by, the Business Associate's obligations as set forth under this Agreement. Such audits may involve examinations of any or all Uses and Disclosures of the Protected Health Information made by the Business Associate, as well as a review of the safeguards implemented by the Business Associate to protect Protected Health Information. This right of audit may be exercised by members of the Covered Entity or by its duly authorized representative. The Covered Entity shall bear all reasonable expenses of the audit.

(F) *Indemnification.* In the event the Covered Entity or its agents are made parties to any judicial or administrative proceeding or any claims arising in whole or in part out of a breach caused by the Business Associate and or its employees, agents or subcontractors the Business Associate shall indemnify, defend and hold the Covered Entity harmless for (i) reasonable expenses the Covered Entity incurs in notifying affected individuals and (ii) any and all judgments, settlements, damages and costs (including reasonable attorneys' fees and civil penalties under the Electronic Transaction, Privacy and Security Rules) which the Covered Entity incurs or pays as a result of the breach caused by the Business Associate except that the Business Associate shall not be required to reimburse the Covered Entity for such amounts if the court rendering the judgments or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees or penalties with respect thereto) was caused by the negligence, fraud or criminal conduct of the Covered Entity or agents.

In the event the Business Entity or its agents are made parties to any judicial or administrative proceeding or any claims arising in whole or in part out of the alleged or actual negligent or unlawful performance by the Covered Entity and or its employees, agents or subcontractors of any of its obligations under this Agreement, the Covered Entity shall indemnify, defend and hold the Business Associate harmless for any and all judgments, settlements, damages and costs (including reasonable attorneys' fees and civil penalties under the Electronic Transaction, Privacy and Security Rules) which the Business Associate incurs or pays in connection therewith, except that the Covered Entity shall not be required to reimburse the Business Associate for such amounts if the court rendering the judgments or the agency making the award determines that the liability underlying the judgment or award (or attorneys' fees or penalties with respect thereto) was caused by the negligence, fraud or criminal conduct of the Business Associate or agents.

(G) *Counterparts.* This Agreement may be signed in counterparts, which together will constitute one agreement.

(H) *Successors and Assigns.* This Agreement and each party's obligations hereunder will be binding on the representatives, assigns, and successors of such party and will inure to the benefit of the assigns and successors of such party; provided, however, that any such assignment shall not be effective absent the consent of the non-assigning party which shall not be unreasonably withheld or delayed.

(I) *No Third-party Beneficiaries.* Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than parties and their respective successors or assigns, any rights, remedies or obligations whatsoever.

# **REQUIRED DOCUMENTS**

BROOME COUNTY  
DIVISION OF PURCHASING  
PROPOSAL SHEET

**Medical Services for Willow Point Rehabilitation & Nursing Center**

The undersigned proposes and offers to furnish and deliver for Broome County **Medical Director Services** the specifications for which are attached. This proposal and offer is guaranteed to fulfill the minimum specifications as prepared by Broome County.

\*\* This submission constitutes a certification that no Broome County Officer or employee has any interest herein. In the event that any Broome County Officer or employee has any such interest, the full nature thereof shall be disclosed.

NAME OF COMPANY: \_\_\_\_\_

ADDRESS OF COMPANY: \_\_\_\_\_

NAME & TITLE OF  
OFFICER OR PERSON  
SIGNING THIS BID: \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

DATE: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

800 NUMBER: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.**

BROOME COUNTY  
 DIVISION OF PURCHASING  
**COMPLIANCE STATEMENT**  
 FOR

**Medical Services for Willow Point Rehabilitation & Nursing Center**

**RESPONDENT’S COMPLIANCE STATEMENT:**

Respondent hereby affirms their proposal is compliant with and meets all the requirements set forth in this RFP as outlined below:

SECTION	REQUIREMENTS	COMPLIANT	
		YES	NO
2.	I understand and meet the proposal requirements		
3.	I understand and will comply with the scope of services		
4.	I have formatted my proposal as requested in section 4		
5.	I understand the evaluation and selection criteria		
<b>Addendum A</b>	I meet all the minimum qualification standard required per addendum A.		
--	<b>Attachments: All required documents have been completed accurately, signed and returned with proposal</b>		

**Respondents answering “NO” to compliance with the above are to address their specific non-compliance on a Variation and Justification sheet (see next page).**

**RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE**

**VARIATION AND JUSTIFICATION SHEET**

**Medical Services for Willow Point Rehabilitation & Nursing Center**

**Respondent to address specific non-compliance with requirements below:**

**RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.**

**NON-COLLUSIVE BIDDING CERTIFICATE**

**Medical Services for Willow Point Rehabilitation & Nursing Center**

**NON-COLLUSIVE BIDDING CERTIFICATION:**

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

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

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

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

---

NAME OF COMPANY

---

SIGNATURE & TITLE OF SIGNER

**NOTE:**

A bid shall not be considered for award nor shall any award be made where (a) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reason therefore. Where (a) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.**

**IRANIAN ENERGY DIVESTMENT CERTIFICATION**

**Pursuant to Section 103-g  
Of the New York State  
General Municipal Law**

- A. By submission of this bid/proposal, each bidder/proposer and each person signing on behalf of any bidder/proposer certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.
- B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:
1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
  2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

**RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.**

**ELECTION LAW STATEMENT**

I, \_\_\_\_\_ state that I am the \_\_\_\_\_ of  
(Type or print name of individual) (Position)

\_\_\_\_\_. In the calendar year immediately preceding the date of this  
(Company)

Statement, \_\_\_\_\_ has not made a contribution which exceeded  
(Company)

the permitted thresholds (thresholds limits are available at the Broome County Board of

Elections) set forth in Article 14 of the Election Law of the State of New York.

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Individual)

**RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.**

**GIFTS STATEMENT**

**Gifts signed statement:** The County shall require a signed statement for any contract or agreement that requires formal bidding under the New York State General Municipal Law, the Broome County Charter or Local Law of Broome County that discloses all gifts given, if any, by the bidding professional business entity (the bidder) to any officer or employee of the County of Broome.

**CERTIFICATION**

I, \_\_\_\_\_ state that I am the \_\_\_\_\_ of  
(Print or type name of individual) (Position)

\_\_\_\_\_. In the calendar year immediately preceding  
(Company)

the date of this Statement, \_\_\_\_\_ has made the following gifts  
(Company)

to Officers and / or Employees of the County of Broome:

Name of County Officer / Employee and item description	Value of Gift
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

(add additional sheets if necessary)

\_\_\_\_\_ I have not provided gifts to Officers or Employees of Broome County

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Individual)

**RESPONDENT'S MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.**



**INSURANCE ACKNOWLEDGEMENT**

**THE FOLLOWING INSURANCE ACKNOWLEDGEMENT MUST BE COMPLETED AND SIGNED AND SUBMITTED WITH PROPOSAL EVEN IF THE RESPONDENT IS UNABLE TO PROVIDE THEIR CERTIFICATE OF INSURANCE WITH THEIR PROPOSAL.**

**THE CERTIFICATE OF INSURANCE AND RELATED ENDORSEMENT MUST STILL BE PROVIDED PRIOR TO THE ISSUANCE OF A CONTRACT.**

The \_\_\_\_\_, if a successful respondent, agrees to provide  
(Company Name)  
an insurance certificate w/endorsement, in compliance with the insurance requirements set forth  
in this RFP:

PROPOSAL TITLE: **Medical Services for Willow Point Rehabilitation & Nursing Center**

Authorized Signature  \_\_\_\_\_ 

Name & Title of Authorized Signer: \_\_\_\_\_

Dated: \_\_\_\_\_

Insurance Agency: \_\_\_\_\_

Address of Agency: \_\_\_\_\_

Contact Person at Agency: \_\_\_\_\_

Phone Number of Agency: \_\_\_\_\_

**RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.**

BROOME COUNTY  
DIVISION OF PURCHASING  
RESPONDENT'S CHECK LIST

	YES	NO
1. I have read <b>ALL</b> the instructions and specifications.	_____	_____
2. I have filled in <b>ALL</b> the blank spaces.	_____	_____
3. I have furnished, <b>IN DUPLICATE</b> , all required information, if applicable	_____	_____
4. I have included a redacted copy of the proposal	_____	_____
5. I am an officer of the company.	_____	_____
6. I have the <u>authority</u> to obligate my company under the laws of the State of New York.	_____	_____
7. I am returning the signed ORIGINAL (Check " <b>Original</b> " on Front), and a duplicate (Check " <b>Duplicate</b> " on Front) of the following:		
a) Proposal Sheet(s);	_____	_____
b) Variation & Justification Sheet;	_____	_____
c) Non-Collusive Bidding Certificate;	_____	_____
d) Iranian Energy Divestment Certification;	_____	_____
e) Election Law Statement;	_____	_____
f) Gifts Statement;	_____	_____
g) Insurance Requirements Acknowledgement;	_____	_____
h) W-9;	_____	_____
i) Respondent's Checklist;	_____	_____
8. I have made copies for my records.	_____	_____
9. I have indicated the solicitation title and date on the sealed envelope.	_____	_____
10. If successful, the " <b>insurance requirements certificate</b> ", from an insurance company licensed to do business by New York State, will be <u>provided within ten working days after notification of the award.</u>	_____	_____
11. I have provided the necessary information for responsibility questions, if applicable	_____	_____

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (TYPED OR PRINTED)

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY

***NOTICE: All proposals received that lack 1) a signed Proposal; or 2) a Non-Collusive Bidding Certificate may be rejected as being non-responsive at the formal opening. The County procurement officer/s or employees conducting the proposal opening will document the non-responsiveness in writing.***

**RESPONDENTS MUST SUBMIT THIS ORIGINAL SHEET AND AN EXACT, CLEAR DUPLICATE.**