AGENDA

ELDER CARE COMMITTEE

AUGUST 26, 2019

PREVIOUS BUSINESS:

APPROVING PREVIOUS MEETING MINUTES

CURRENT BUSINESS:

1. AUTHORIZING AN AGREEMENT WITH THE CENTER FOR WOMEN IN GOVERNMENT AND CIVIL SOCIETY REGARDING A NEEDS ASSESSMENT SURVEY

2. AMENDING RESOLUTION NO. 403 FOR 2017 REGARDING ELECTRONIC MEDICAL RECORDS AND FINANCIAL SOFTWARE

3. AUTHORIZING AN AGREEMENT WITH ARJO, INC. REGARDING RESIDENT CARE EQUIPMENT AT SHAKER PLACE REHABILITATION AND NURSING CENTER

4. AUTHORIZING AN AGREEMENT WITH RETIREMENT HOME TV REGARDING THE PURCHASE AND INSTALLATION OF A TELEVISION RECEPTION SERVICE AT SHAKER PLACE REHABILITATION AND NURSING CENTER
Honorable Andrew Joyce and Members of the Albany County Legislature:

LADIES AND GENTLEMEN:

The Committee on Elder Care of the Albany County Legislature met on July 22, 2019. Chairperson Touchette, Messrs. Ethier, Beston, Commissio, Crouse, Mss. McKnight, and Willingham were present. Ms. Chapman and Mr. Hogan were excused. The following items were discussed and/or acted upon:

Approving Previous Meeting Minutes: Unanimously approved.

1. Authorizing an Agreement with the New York State Office for the Aging Regarding Funding for the Supportive Services Program: The Commissioner of the Albany County Department for Aging requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-B Supportive Services Program funding in the amount of $275,257 for the term commencing January 1, 2020 and ending December 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

2. Authorizing an Agreement with the New York State Office for the Aging Regarding Funding for the Congregate Meals Program: The Commissioner of the Albany County Department for Aging requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-C-1 Congregate Meals Program funding in the amount of $375,043 for the term commencing January 1, 2020 and ending December 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

3. Authorizing an Agreement with the New York State Office for the Aging Regarding Funding for the Home Delivered Meals Program: The Commissioner of the Albany County Department for Aging requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-C-2 Home Delivered Meals Program funding in the amount of $192,831 for the term commencing January 1, 2020 and ending December 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

4. Authorizing an Agreement with the New York State Office for the Aging Regarding Funding for the Medication Management Program: The Commissioner of the Albany County Department for Aging requested
authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-D Medication Management Program funding in the amount of $45,168 for the term commencing January 1, 2020 and ending December 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

5. Authorizing an Agreement with the New York State Office for the Aging Regarding Funding for the Elder Caregiver Support Program: The Commissioner of the Albany County Department for Aging requested authorization to enter into an agreement with the New York State Office for the Aging to accept Title III-E Elder Caregiver Support Program funding in the amount of $155,446 for the term commencing January 1, 2020 and ending December 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

6. Authorizing the Acceptance of Grant Funding from the New York State Office for the Aging and an Agreement with the Albany County Department of Social Services Regarding the Expanded In-Home Services for the Elderly Program: The Commissioner of the Albany County Department for Aging requested authorization to accept grant funding from the New York State Office for the Aging regarding the Expanded In-Home Services for the Elderly Program in the amount of $824,665 and enter into an agreement with the Albany County Department of Social Services for the term commencing April 1, 2019 and ending March 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

7. Authorizing the Acceptance of Grant Funding from the New York State Office for the Aging Regarding the Community Services for the Elderly Program: The Commissioner of the Albany County Department for Aging requested authorization to accept grant funding from the New York State Office for the Aging regarding the Community Services for the Elderly program in the amount of $529,813 for the term commencing April 1, 2019 and ending March 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

8. Authorizing the Acceptance of Grant Funding from the New York State Office for the Aging and an Agreement with the Albany County Department of Social Services Regarding the Wellness in Nutrition Program: The Commissioner of the Albany County Department for Aging requested authorization to accept grant funding from the New York State Office for
the Aging regarding the Wellness in Nutrition program in the amount of $478,417 and enter into an agreement with the Albany County Department of Social Services for the term commencing April 1, 2019 and ending March 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

9. Authorizing the Acceptance of Grant Funding from the New York State Office for the Aging Regarding Unmet Need and Amending the 2019 Department for Aging Budget: The Commissioner of the Albany County Department for Aging requested authorization to accept grant funding from the New York State Office for the Aging regarding unmet need services in the amount of $330,910 for the term commencing April 1, 2019 and ending March 31, 2020 as well as a budget amendment in order to incorporate this funding into the 2019 Department for Aging budget. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

10. Authorizing the Acceptance of Grant Funding from the New York State Office for the Aging Regarding the Health Insurance Information, Counseling and Assistance Program: The Commissioner of the Albany County Department for Aging requested authorization to accept grant funding from the New York State Office for the Aging regarding the Health Insurance Information, Counseling and Assistance Program in the amount of $33,284 for the term commencing April 1, 2019 and ending March 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

11. Authorizing the Acceptance of Grant Funding from the New York State Office for the Aging Regarding the AAA State Transportation Program: The Commissioner of the Albany County Department for Aging requested authorization to accept grant funding from the New York State Office for the Aging regarding the AAA State Transportation Program in the amount of $16,926 for the term commencing April 1, 2019 and ending March 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

12. Authorizing the Acceptance of Grant Funding from the New York State Office for the Aging Regarding the Congregate Services Initiative Program: The Commissioner of the Albany County Department for Aging requested authorization to accept grant funding from the New York State Office for the Aging regarding the Congregate Services Initiative program in the amount of $6,512 for the term commencing April 1, 2019 and ending March 31, 2020. After brief discussion, the Committee voted unanimously to move
the proposal forward for legislative action with a favorable recommendation.

13. Authorizing the Acceptance of Grant Funding from the New York State Office for the Aging and an agreement with the Albany County Department of Social Services Regarding the NY Connects Expansion and Enhancement Program: The Commissioner of the Albany County Department for Aging requested authorization to accept grant funding from the New York State Office for the Aging regarding the NY Connects Expansion and Enhancement program in the amount of $363,281 and enter into an agreement with the Albany County Department of Social Services for the term commencing April 1, 2019 and ending March 31, 2020. After brief discussion, the Committee voted unanimously to move the proposal forward for legislative action with a favorable recommendation.

Respectfully Submitted,
COMMITTEE ON ELDER CARE

RICHARD N. TOUCHETTE, Chairperson        BRIAN HOGAN
GILBERT F. ETHIER                        LUCILLE M. McKNIGHT
ROBERT J. BESTON                         WANDA F. WILLINGHAM
NORMA J. CHAPMAN                         PETER R. CROUSE
FRANK J. COMMISSO
August 5, 2019

Hon. Andrew Joyce
Albany County Legislature
112 State Street, Room 710
Albany, New York 12207

Re: Request for Legislative Action

Dear Chairman Joyce:

The Albany County Department for Aging is requesting Legislative authorization to enter into a Memorandum of Understanding with the Center for Women in Government and Civil Society regarding the completion of the ACDFA Needs Assessment Survey.

ACDFA is developing a new four-year plan for the 2020-2014 period. Each four-year plan must include a Service Needs Assessment. The needs assessment will determine the extent of need for supportive services, nutrition services, and multipurpose senior centers. It is a Federal requirement that the needs assessment and resource inventory be completed to determine priorities, targeting efforts and funding for the next four year planning cycle. The MOU with the Center for Women in Government and Civil Society will allow them to conduct the needs assessment and assess the conditions of older adults in Albany County, which limit their ability to remain in or return to their homes and to participate in family and community life. They will quantify the current service needs and specific needs reflecting the unique needs of groups with common ethnic, age, geographic health and economic characteristics.

Thank you in advance for your consideration of this request and please feel free to contact our office with any questions.

Respectfully,

Deborah C. Riitano
Commissioner

cc: Hon. Dennis Feeney, Majority Leader
Hon. Frank Maurello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Legislative authorization to enter into a Memorandum of Understanding with the Center for Women in Government & Civil Society to assess the needs of the older adults 60 years and older in Albany County.

Date: August 5, 2019
Submitted By: Patrick Dillon
Department: Aging
Title: Contract Administrator
Phone: 518 447 7733
Department Rep.
Attending Meeting: Deborah C. Rittano, Commissioner

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Center for Women in Government and Civil Society

Additional Parties (Names/addresses):
Rockefeller College of Public Affairs & Policy
University at Albany
State University of New York

Amount/Raise Schedule/Fee: $29,996.00
Scope of Services: The needs assessment will determine the extent of need for supportive services, nutrition services, and multipurpose senior centers.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: Click or tap here to enter text.
Is there a Fiscal Impact:  Yes ☒ No ☐
Anticipated in Current Budget:  Yes ☒ No ☐

**County Budget Accounts:**
Revenue Account and Line:  Fee For Service - Albany County
Revenue Amount:  $29,996.00
Appropriation Account and Line:  A96772
Appropriation Amount:  $29,996.00

**Source of Funding - (Percentages)**
Federal:  Click or tap here to enter text.
State:  Click or tap here to enter text.
County:  100%
Local:  Click or tap here to enter text.

**Term**
Term: (Start and end date)  6/1/2019 - 12/31/2019
Length of Contract:  7 months

**Impact on Pending Litigation**
If yes, explain:  Yes ☐ No ☒
Click or tap here to enter text.

**Previous requests for Identical or Similar Action:**
Resolution/Law Number:  NA
Date of Adoption:  NA

**Justification:** (state briefly why legislative action is requested)
ACDFA is developing a new four-year plan for the 2020-2024 period. Each four-year plan must include a Service Needs Assessment. The needs assessment will determine the extent of need for supportive services, nutrition services, and multipurpose senior centers. It is a Federal requirement that the needs assessment and resource inventory be completed to determine priorities, targeting efforts and funding for the next four year planning cycle. The MOU with the Center for Women in Government and Civil Society will allow them to conduct the needs assessment and assess the conditions of older adults in Albany County, which limit their ability to remain in or return to their homes and to participate in family and community life. They will quantify the current service needs and specific needs reflecting the unique needs of groups with common ethnic, age, geographic health and economic characteristics.
Honorable Deb Riitano  
Commissioner  
Department for Aging  
Albany County  
162 Washington Avenue  
Albany, NY 12210

July 22, 2019  

Dear Commissioner Riitano:

On behalf of the Center for Women in Government & Civil Society, we are pleased to provide research services to the Department for Aging to assess the needs of the elderly community in the Capital Region. We summarize below project goal, objectives, design, methodology, activities, timeline and terms of our agreement. Should you have any questions, please feel free to contact us at 518.442.5127 and at dreftki@albany.edu. Meanwhile, thank you very much for your time and consideration.

Study Goal  
- Study the needs of the elderly community in the Capital Region.

Study Objectives  
- Survey the elderly population in Albany County and provide analysis of needs;  
- Analyze data from other Capital Region Counties of Rensselaer, Schenectady and Saratoga; and  
- Provide a regional portrait of the needs of the elderly community.

Study Design and Methodology  
1. Albany County Data Collection and Analysis  
   - The Center for Women in Government & Civil Society will use a list of elderly populations in Albany County to survey the needs of this population. We will also use an instrument provided by the Department for Aging for collection of the data.  
   - We will select a systematic random sample from the list of elderly residents which will comprise 10% (5,600) of the total list.  
   - Wave 1: We will mail surveys to the study sample. Ten days will be provided as deadline for returning completed surveys. A self-addressed stamped envelope will be provided so participants can mail back completed surveys to the center.  
   - After the first wave of completed surveys arrive to the Center, data will be entered into Excel spreadsheets.  
   - Wave 2: Another 10% of the list will be selected randomly and will receive mailed copies of the questionnaire with a self-addressed stamped envelope. Ten days will be provided to return completed surveys.  
   - Wave 3, we will work with Senior Citizens Centers to organize survey completion days. We will meet with residents who wish to complete the survey and assist in survey completion at those centers. The language line will be used for Limited English speakers/readers to assist in survey completion.  
   - A report will document the findings of the Albany County study.
2. Analysis of Data from other Capital Region Counties
   - We will share a formatted template for data collection with Commissioner Riitano to share with the Counties of Schenectady, Rensselaer and Saratoga.
   - Commissioner Riitano will email data collected by other counties to the Center.
   - We will conduct analyses for each County and develop a separate report for each County.
   - A report will document analyses of regional conditions.

The cost of conducting the study is $29,995.45.

Contact Information
Dr. Dina Refki
Executive Director
Center for Women in Government & Civil Society
Rockefeller College of Public Affairs & Policy
University at Albany
State University of New York
(W) 518.442.5127
(C) 518.687.3334
DRefki@albany.edu
www.albany.edu/womeningov/
2019 NEEDS ASSESSMENT SURVEY

Every four years, the Albany County Department for Aging completes a comprehensive Community Needs Assessment to help us identify Long Term Care Services and Supports needed in our community. We ask you to assist us by completing the questionnaire below. Your input is valuable in determining what services are needed and available to seniors in our community.

Thank you for your assistance.

Please return the completed form by August 15, 2019 using the self addressed stamped envelope.

Please check one box per line that best describes your needs and topic level of importance in general.

<table>
<thead>
<tr>
<th>Statement</th>
<th>Important and IS a concern for me</th>
<th>Important but is NOT a concern for me</th>
<th>Not Important, and Not a concern for me</th>
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<tbody>
<tr>
<td>Housing</td>
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<tr>
<td>Obtaining affordable housing</td>
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<td>Ability to pay the rent/mortgage and property taxes</td>
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<td>Being able to pay for heat and other utilities</td>
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<td>Able to perform household chores (cleaning, etc.)</td>
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<td>Maintaining the outside of your home (lawn care, snow removal)</td>
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<td>Finding reliable help to perform home maintenance/repairs</td>
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<td>Feeling safe in your community</td>
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<td>Transportation</td>
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<td>Having a way to get to medical appointments</td>
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<td>Having a way to get to out of county medical appointments</td>
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<td>Having a way to get to the grocery store and other errands</td>
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<td>Having a way to get to social or recreational activities</td>
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<td>Driving my own car</td>
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<td>Nutrition</td>
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<td>Having enough money for nutritious food</td>
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<td>Being able to shop and cook for myself</td>
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<td>Maintaining a healthy weight</td>
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<td>Able to follow a special diet recommended by my doctor</td>
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<td>Statement</td>
<td>Important and IS a concern for me</td>
<td>Important but is NOT a concern for me</td>
<td>Not Important, and Not a concern for me</td>
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<td><strong>Insurance / Health</strong></td>
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<td>Understanding Medicare and various options</td>
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<td>Understanding low-income health insurance subsidies</td>
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<td>Understanding long term care services and support options</td>
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<td>Understanding Long Term Care insurance options</td>
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<td>Recurring falls, in and out of the home</td>
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<td>Managing a chronic health condition</td>
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<td><strong>Services and Supports</strong></td>
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<td>Respite services for caregivers, such as adult day programs, for people with dementia or other functional impairments</td>
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<td>Access to senior centers</td>
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<td>Transportation options for those unable to drive</td>
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<td>In-home personal care services</td>
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<td>Ability to participate in Congregate Meal Sites or receive Home Delivered Meals</td>
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<td>Ability to obtain help in applying for government programs</td>
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<td><strong>Caregiving</strong></td>
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<td>Getting services for the person you care for</td>
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<td>Getting information about where to go for assistance</td>
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<td>Finding someone to talk to about the challenges of caregiving</td>
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<td>Taking time for yourself</td>
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<td>Ensuring the person you care for is as safe as possible</td>
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<td>Handling money matters for the person you care for</td>
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<td>Feeling overwhelmed by taking care of a love one or friend</td>
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<td>Meeting the needs of someone with Alzheimer's or dementia</td>
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**Where I Turn for Help:**

If you, or someone you know, has been in the hospital in the past year, did you / they have the information and supports needed to return home? (circle one)

- YES
- NO
- Not Applicable
- Don't know

Have you heard of "NY Connects, the local program that helps consumers with information, assistance and connections to needed long term services and supports? (circle one)

- YES
- NO
- Not Applicable
DEMOGRAPHIC—(This information will be kept in strict confidentiality, used only for statistical purposes)
(Please CHECK appropriate box)

Age Bracket:  □ 60-74  □ 75-84  □ 85-90  □ 90+

Gender:  □ Male  □ Female  □ Transgender

Marital Status:  □ Married  □ Single  □ Widowed  □ Separated  □ Divorced

□ Domestic Partner or Significant Other

Sexual Orientation:  □ Heterosexual/Straight  □ Homosexual/Gay  □ Lesbian  □ Bisexual

□ Not Sure  □ No Answer  □ Other

Living Arrangement:  □ Alone  □ With Spouse  □ With Spouse and Others

□ Domestic Partner Only  □ Domestic Partner and others

□ W/Relatives (excludes spouse)  □ W/Non-Relative(s)  □ Other

Race/Ethnicity:

Race:  □ American Indian/Native Alaskan  □ Asian  □ Black, Non-Hispanic

□ White-Hispanic  □ White-Not Hispanic  □ Native Hawaiian/Other Pacific Islander

□ Other Race  □ 2 or more Races

Income (per Year):

1 Person Household:
□ Less than $12,498  □ $12,490—$23,107  □ More than $23,107

2 Person Household:
□ Less than $16,910  □ $16,910—$31,284  □ More than $31,284
<table>
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<th>Altamont</th>
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<td>Bethlehem</td>
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<td>Guilderland</td>
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<td>Knox</td>
<td>New Scotland</td>
<td>Ravena</td>
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<td>Voorheesville</td>
<td>Watervliet</td>
<td>Westerlo</td>
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August 2, 2019

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to amend the Point Click Care contract to include the integration and implementation of our Medication Administration System. This will allow all medications through our vendor pharmacy to be electronically uploaded into the Resident Medical Record.

The cost of this software upgrade will be $44,015.00 through the end date of the Point Click Care contract, which is November 30, 2022.

We respectfully request approval to amend the Point Click Care contract.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
    Frank Mauriello, Minority Leader
    Kevin Cannizzaro, Majority Counsel
    Arnis Zigue, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services): Pharmacy EMR Integration with Point Click Care and Education Services

Date: August 1, 2019
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-869-2231
Attending Meeting: Larry I. Slatky

Purpose of Request:

☐ Adopting of Local Law
☒ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☐ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☒ Change Order/Contract Amendment
☐ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☒ Education/Training
☐ Grant

Choose an item. Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Point Click Care Technologies, Inc.
5570 Explorer Drive
Mississauga ON L4W 0C4
Canada

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $44,015.00

Scope of Services: Point Click Care will integrate and implement a full electronic medication administration record and pharmacy system into our medical record software. This will include configuration consulting, super user and end user training, project management, prescribing for controlled substances, discharge orders, post go live support and import of Chem Rx/PharMerica data.

Bond Res. No.: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
Justification: (state briefly why legislative action is requested)
Shaker Place Rehabilitation and Nursing Center has an existing contract with Point Click Care for our electronic medical record. As part of NYSDOH regulations and HIXNY requirements we are required integrate our medication system with the electronic medical record. This upgrade to our Point Click Care software will satisfy this requirement.
RESOLUTION NO. 403

AUTHORIZING AN AGREEMENT WITH POINT CLICK CARE TECHNOLOGIES, INC. REGARDING ELECTRONIC MEDICAL RECORDS AND FINANCIAL SOFTWARE

Introduced: 10/10/17
By Social Services Committee:

WHEREAS, The Department of Residential Health Care Facilities through the Purchasing Agent issued a Request for Proposals regarding the purchase of an Electronic Medical Records and Financial Software System including the necessary training for Nursing Home staff and onsite supervision, three proposals were received and a committee of Nursing-Home staff, Management and Budget, and the Information Services departments reviewed said proposals and recommended awarding the contract to Point Click Care Technologies, Inc. as the preferred vendor, and,

WHEREAS, The Director of the Department of Residential Health Care Facilities has proposed to enter into a five-year agreement with Point Click Care Technologies, Inc. in an amount not to exceed $425,000 regarding the purchase of an electronic medical records and financial software system for the Nursing Home, now, therefore be it

RESOLVED, By the Albany County Legislature that the County Executive is authorized to enter into a five-year agreement with the Point Click Care Technologies, Inc. in an amount not to exceed $425,000 for a term commencing December 1, 2017 and ending November 30, 2022 regarding the purchase of an Electronic Medical Records and Financial Software System and necessary training and onsite supervision for Nursing Home staff, and, be it further

RESOLVED, That the County Attorney is authorized to approve said agreement as to form and content, and, be it further

RESOLVED, That the Clerk of the County Legislature is directed to forward certified copies of this resolution to the appropriate County Officials.

Adopted by unanimous vote. 10/10/17
Addendum to MSA: ePrescribing for Controlled Substances (EPCS) for U.S. Customers

THIS ADDENDUM TO MSA: ePRESCRIBING for CONTROLLED SUBSTANCES (this “Addendum”) is an addendum to the Master Subscription Agreement (or other similarly titled agreement) ("MSA") between PointClickCare Technologies Inc. ("PointClickCare") and the undersigned Customer ("Customer") pursuant to which Customer may subscribe for the use of the ePrescribing for Controlled Substances services (the "EPCS Services"). Capitalized terms used but not defined in this Addendum will have the meaning set forth in the MSA. The terms and conditions of this Addendum are supplemental to and take priority over the terms and conditions of the MSA.

1. Customer’s Acknowledgments and Agreements. In respect of the use of the EPCS Services, Customer understands, acknowledges, and agrees:

   a) In the event that Customer's users erroneously make duplicate charts for the same resident, and where both charts contain EPCS data (i.e., orders that have been signed using EPCS workflows), PointClickCare will be unable to perform a full merge of one chart into the other. EPCS data entry automatically triggers functionality in EPCS-related tables elsewhere in the PointClickCare software, making it impossible to merge EPCS data from one version of the chart to another.

   b) Similarly, medical professionals’ Drug Enforcement Agency (“DEA”) numbers cannot be merged if there are duplicate charts. These numbers are manually added by users following the EPCS guidelines, including a two-step verification process of the DEA number assignment and validation.

   c) Some of the capabilities related to EPCS orders will be legally permissible in certain jurisdictions and contrary to the laws of other jurisdictions.

   d) Any end user who signs orders using the EPCS Services is responsible for following the laws of the applicable jurisdiction, including any rules promulgated by a Board of Pharmacy or a medical professional licensure board.

   e) Customer is responsible for the oversight of end users who sign orders using the EPCS Services and understands that it may need to seek legal advice to ensure that its end users (i) are aware of all applicable laws related to EPCS orders; and, (ii) use the EPCS Services in a manner which complies with said laws.

   f) As a condition of using the EPCS Services, Customer accepts all risk (whether known or unknown) associated with the foregoing and with Customer’s use of the EPCS Services; and

   g) With regard to any third party threatened or asserted claims or actions, including but not limited to, personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer’s access to or use of the EPCS Services, or any of Customer’s affiliates’ delivery of medical care (a “Medical Claim”), Customer shall indemnify, hold harmless and defend PointClickCare and its directors, officers, employees, agents, and subcontractors, including but not limited to, parties retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare’s services and products, from and against any such claims, including but not limited to, Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys’ and expert fees), claims, liabilities, suits, or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, unless such claims result from grossly negligent acts or omissions by PointClickCare.

Customer’s signature below represents that s/he is entering into this Addendum on behalf of Customer and that s/he has the authority to bind Customer to this Addendum.

POINTCLICKCARE TECHNOLOGIES INC.

Signature: ________________________________
Print Name: ________________________________
Print Title: ________________________________
Date: ________________________________
I have authority to bind this company.

For Customer: ________________________________
Signature: ________________________________
Print Name: ________________________________
Print Title: ________________________________
Date: ________________________________
I have authority to bind this company.
# Professional Services Quote/Order Form

**Quote Title**  
IMM - Integrated Medication Management Project

**Date**  
6/26/2019

**Quote #**  
98174

**Expires**  
7/26/2019

**Sales Rep**  
Patrick Awadalla

**Shipping Code (2)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Qty</th>
<th>Description</th>
<th>Tax</th>
<th>Extended Rate</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full Orders, eMAR &amp; Integration Training with Import-SN</td>
<td>1</td>
<td>IMM - Integrated Medication Management Project - Pharmatica &lt;br&gt;100% due on delivery of service &lt;br&gt;Albany County Residential Healthcare Facilities (abc-1)</td>
<td>Yes</td>
<td>$7,000.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>EPCS and Discharge Orders First/Single Fac Implementation</td>
<td>1</td>
<td>SN-Fixed Fee Web Based Full eMAR and Pharmacy Integration Implementation with Import. Includes configuration consulting, super user / end user training, project management, post go live support, import</td>
<td>Yes</td>
<td>$1,125.00</td>
<td>$1,125.00</td>
</tr>
</tbody>
</table>

**Term Total**  
$8,125.00

**Terms:**
1. Project/Service Documentation: This Professional Services Quote/Order Form sets out the summary of all of the Professional Services to be provided by PointClickCare to Customer. Details of the services, including any timelines, methodologies, resource allocations, etc. will be provided by means of one or more Statements of Work and/or project planning documents to be developed by PointClickCare and approved by Customer. All project coordination, implementation and data services are provided by PointClickCare consultants online and over the telephone. Onsite services are available upon request and quoted separately.
2. Customer Responsibilities: Customer responsibilities relating to professional services projects are set out in the terms of the PS Addendum. Additional responsibilities may be set out in a Statement of Work or project planning document.
3. Cancellation: Training sessions may be cancelled or rescheduled with a minimum of 24 hours' prior written notice or are chargeable at their normal rate.
4. Payment: If applicable the SmartPath Orientation Fee is due at the time of signing of this Quote/Order Form. All other Professional Services fees set out in this Quote/Order Form are due within 30 days of the date this Quote/Order Form is signed.
5. Taxes: All prices exclude federal and state or provincial sales, usage, property, excise, use, property, health services, as well as goods and services and value added taxes or similar taxes ("Taxes"), Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any such Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any Interest or penalty assessed thereon.
6. Binding Contract: The Professional Services provided pursuant to this Quote/Order Form will be governed by the terms of the PS Addendum to Customer's Master Subscription Agreement.

Please fax signed quotes to 1-800-710-0995 or scan and email to sales@pointclickcare.com.

**Signature:** __________________________  
**Date:** __________________________

**Printed Name:** __________________________  
**Printed Title:** __________________________

---

PointClickCare Technologies Inc.  
5570 Explorer Drive  
Mississauga ON L4W 0C4  
Canada

Prepared for  
Albany County dba Albany County Nursing Home  
760 Albany-Shaker Rd.  
Albany NY 12211  
United States
# Monthly Quote/Order Form

**Quote Title**
IMM - Integrated Medication Management Project -

**Date**
6/26/2019

**Quote #**
96175

**Expected Billing Date for First Facility**

**Project Commencement Date**

**Expires**
7/26/2019

**Sales Rep**
Patrick Awadalla

**Shipping Code (2)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Bed/Cty</th>
<th>Base Price</th>
<th>List Rate</th>
<th>Vol. Disc</th>
<th>Net CPBD</th>
<th>Tax</th>
<th>Monthly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>IMM-Pharmacia</td>
<td>IMM - Monthly Subscription - Pharmacia</td>
<td>250</td>
<td>$0.1200</td>
<td>$3.660</td>
<td>No</td>
<td>Yes</td>
<td>$915.00</td>
<td></td>
</tr>
<tr>
<td>Albany County Residential Healthcare Facilities (alb-1) 250 beds</td>
<td>Integrated Medication Management-Pharmacia</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Terms:**
1. Contract: This Quote/Order Form sets out the PointClickCare services to which Customer has subscribed pursuant to the Master Subscription Agreement. This Quote/Order Form is not an invoice. Customer will receive monthly invoices during the subscription term unless Customer selected an annual payment option.
2. SmartPath Orientation Fee: Customers selecting PointClickCare’s SmartPath service are required to pay the SmartPath Orientation Fee, due and payable upon Customer’s acceptance of this Quote/Order Form. The SmartPath Orientation Fee is set out on Customer’s Professional Services Quote/Order Form.
3. Start Date for Billing - Core Subscription: In respect of each Customer facility, the first day of the month following the period of Customer Data into PointClickCare’s systems.
4. Start Date for Billing - Additional Modules: In respect of each Customer facility, the first day of the month following activation of such modules.
5. Taxes: All prices exclude federal and state or provincial sales, excise, use, property, real estate, services, as well as goods and services and value added taxes or similar taxes ("Taxes"). Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any such Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct payment acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.

Please fax signed quotes to 1-800-775-0665 or email to sales@pointclickcare.com.

Customer Commitment and Project Commencement Date (if applicable): Customer is responsible for providing and ensuring Customer’s committed participation of resources required for the implementation of the project set out in this Quote/Order Form (the "Implementation"), beginning on the Project Commencement Date noted above (unless otherwise communicated to the Customer by PointClickCare and continuing for the duration of the implementation), Customer agrees that it shall use commercially reasonable efforts to complete all tasks relating to implementation in a timely manner, and further acknowledges and agrees that the start date for billing for the first facility or project implemented, as applicable, will be within the number of months from the Project Commencement Date as noted above (the “Expected Billing Start”).

Quote Validity Period (if applicable): This Quote/Order Form must be signed and returned to PointClickCare in advance of the Expiry Date noted above. Upon expiration, the then current pricing shall be applied and a new Quote/Order Form shall be generated upon request. Following the Customer’s acceptance of this Quote/Order Form, if (i) the Project Commencement Date or the Expected Billing Start Date are delayed by more than 3 months, provided such delay is not caused by PointClickCare, or (ii) Customer ceases work on the implementation for more than 3 months, PointClickCare may cancel this Quote/Order Form and/or adjust pricing for the project on this Quote/Order Form to the then current pricing.

For greater certainty, this does not apply to billing of professional services fees, which is addressed on Customer’s Quote/Order Form for Professional Services.

---

**Signature:** ____________________________  **Date:** ____________________________

**Printed Name:** ____________________________  **Printed Title:** ____________________________
**Step 1: Complete Customer Information**

<table>
<thead>
<tr>
<th>Customer Information (Please provide all information below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name:</td>
</tr>
<tr>
<td>Shaker Place Rehabilitation and Nursing Center</td>
</tr>
<tr>
<td>Name:</td>
</tr>
<tr>
<td>Larry I. Slatky</td>
</tr>
<tr>
<td>Ship To Address:</td>
</tr>
<tr>
<td>100 Heritage Lane</td>
</tr>
<tr>
<td>Albany, NY 12211</td>
</tr>
<tr>
<td>Phone:</td>
</tr>
<tr>
<td>518-868-2231</td>
</tr>
<tr>
<td>Email:</td>
</tr>
<tr>
<td><a href="mailto:Larry.slatky@shakerplace.org">Larry.slatky@shakerplace.org</a></td>
</tr>
<tr>
<td>Order confirmation will be emailed to this email address.</td>
</tr>
<tr>
<td>Billing Contact Name, Number &amp; Address</td>
</tr>
<tr>
<td>Frank Commissio</td>
</tr>
<tr>
<td>If different than above.</td>
</tr>
</tbody>
</table>
## Step 2: Select & Initial Quantity and Provide Total.

### PointClickCare Authenticator Purchase

<table>
<thead>
<tr>
<th>Product Code</th>
<th>Product Name</th>
<th>Units Ordered</th>
<th>Total</th>
<th>Accept Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>5414602190062-1</td>
<td>PointClickCare Authenticator 5 Pack</td>
<td>5</td>
<td>$102.50</td>
<td>Initial Here</td>
</tr>
<tr>
<td>5414602190062-2</td>
<td>PointClickCare Authenticator 10 Pack</td>
<td>10</td>
<td>$205.00</td>
<td>Initial Here</td>
</tr>
<tr>
<td>5414602190062-3</td>
<td>PointClickCare Authenticator 15 Pack</td>
<td>15</td>
<td>$307.50</td>
<td>Initial Here</td>
</tr>
<tr>
<td>5414602190062-4</td>
<td>PointClickCare Authenticator 20 Pack</td>
<td>20</td>
<td>$410.00</td>
<td>Initial Here</td>
</tr>
<tr>
<td>5414602190062-5</td>
<td>PointClickCare Authenticator 25 Pack</td>
<td>25</td>
<td>$512.50</td>
<td>Initial Here</td>
</tr>
<tr>
<td>5414602190062-6</td>
<td>PointClickCare Authenticator 30 Pack</td>
<td>30</td>
<td>$615.00</td>
<td>Initial Here</td>
</tr>
<tr>
<td>5414602190062-7</td>
<td>PointClickCare Authenticator 35 Pack</td>
<td>35</td>
<td>$717.50</td>
<td>Initial Here</td>
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<tr>
<td>5414602190062-8</td>
<td>PointClickCare Authenticator 40 Pack</td>
<td>40</td>
<td>$820.00</td>
<td>Initial Here</td>
</tr>
<tr>
<td>5414602190062-9</td>
<td>PointClickCare Authenticator 45 Pack</td>
<td>45</td>
<td>$922.50</td>
<td>Initial Here</td>
</tr>
<tr>
<td>5414602190062-10</td>
<td>PointClickCare Authenticator 50 Pack</td>
<td>50</td>
<td>$1,025.00</td>
<td>Initial Here</td>
</tr>
</tbody>
</table>

**Total Due:**

(Write Total Due in blank to right)  $205.00

### Order Details:

- VASCO Standard Terms and Conditions apply.
- All prices are USD and in addition to the "Total Due" Customer is also responsible for all applicable taxes and all shipping charges.
- Shipping is ex-works VASCO shipping point
- Invoices are issued at shipment and due net 30
- Product Warranty is 12 months

## Step 3: Sign and Send to orders@vasco.com or Fax: 1-508-281-6672.

Date:

Sign here:

Print Name:

For and on behalf of Customer

CUSTOMER ORDER ACCEPTED:
August 2, 2019

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk’s Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to contract with Arjo Inc. to purchase and deliver lifters, transfer equipment, supplies and the training for the new equipment that will be utilized by our staff.

The cost of this equipment will be $207,947.00 and will be funded through Bond HNN8. Arjo is a State contract participating member through Premiere Healthcare Alliance, #PP-MM-655.

We respectfully request approval to purchase this equipment, supplies and the Arjo education program.

Thank you for your cooperation.

Sincerely,

Larry L. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauro, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilge, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):

Purchase of Resident Lifters, Transfer Equipment, Supplies and Educational Services

Date: July 31, 2019
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-869-2231
Department Rep.:
Attending Meeting: Larry I. Slatky

Purpose of Request:

☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):

☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☒ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☒ Professional Services
☒ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.
☐ Settlement of a Claim
☐ Release of Liability
☐ Other: (state if not listed) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
Arjo, Inc.
2349 West Lake Street
Addison, Illinois 60101

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee: $207,947.00
Scope of Services: To purchase and deliver lifters, transfer equipment, supplies and
training for new equipment. See Attachment

Bond Res. No.: 136
Date of Adoption: 4/12/17

CONCERNING ALL REQUESTS

Mandated Program/Service: Yes ☒ No ☐
If Mandated Cite Authority: NYSDOH
Is there a Fiscal Impact: ☑ Yes No ☐
Anticipated in Current Budget: ☑ Yes No ☐

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: NH6020 HNN8
Appropriation Amount: $207,947.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 9/1/2019 through 8/31/2020
Length of Contract: 12 months

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☑ Click or tap here to enter text.

Previous requests for Identical or Similar Action:
Resolution/Law Number: No
Date of Adoption: Click or tap here to enter text.

**Justification:** (state briefly why legislative action is requested)
Shaker Place Rehabilitation and Nursing Center will be expanding its resident care services with the renovation and additions project. This will require additional lifting equipment and the education of staff to ensure the proper use of this lifter equipment and resident care. This purchase is off State Contract/Premier Healthcare Alliance: PP-MM-655.
## EXHIBIT A-2

### PARTICIPATING MEMBER DESIGNATION FORM

**SALER:**

Agio Inc.

**CONTRACT NUMBER:**

PF-MA-655

**CONTRACT DATES:**

August 1, 2018–July 31, 2021

**PRODUCT CATEGORY:**

Patient Lift

---

### 1. Tier

The undersigned Participating Member hereby designates the following dollar tier under the above-referenced Premier Healthcare Alliance, L.P, Group Purchasing Agreement:

a. Select one Tier by initialing below:

<table>
<thead>
<tr>
<th>Member Tiers</th>
<th>Tiers</th>
<th>TOTAL PRODUCT PURCHASES (S AND/OR COMMITMENT LEVEL PER CALENDAR YEAR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIER 1</td>
<td></td>
<td>No Commitment Required — No PMDF Required</td>
</tr>
<tr>
<td>TIER 2</td>
<td></td>
<td>$40,000 to &lt;85,000 or 50% Commitment or Academic Health System (as defined on Membership Rider)</td>
</tr>
<tr>
<td>TIER 3</td>
<td></td>
<td>$75,000 to &lt;200,000 or 85% Commitment</td>
</tr>
<tr>
<td>TIER 4</td>
<td></td>
<td>$200,000 and 40% Commitment</td>
</tr>
</tbody>
</table>

Participants may be eligible for additional discounts or rebates as noted in Exhibit B-3.

b. Seller shall not reduce a Participating Member’s tier level without first (i) notifying the Participating Member and Premier in writing that the Participating Member’s purchase volume is below the tier level selected by the Participating Member (the “Tier Reduction Notice”) and (ii) providing the Participating Member sixty (60) calendar days from the date of notice to remedy the purchase volume issues described in the Tier Reduction Notice. If the Participating Member does not remedy the issues described in the Tier Reduction Notice within sixty (60) days, Seller may move the Participating Member to the appropriate tier based on the Participating Member’s Product purchases. Any tier adjustment pursuant to this paragraph that results in a less favorable tier for the Participating Member shall apply to Products purchased after the effective date of the tier reduction.

### 2. Aggregation Pricing Option

By initialing where indicated below, the undersigned Participating Member or Participating Member group purchasing organization (“GPO”) hereby elects to invoke the Aggregation Pricing Option whereby each Participating Member which operates multi-facility systems and has the ability to consolidate the purchasing decisions of such facilities, or such entity that has an established network of facilities for purposes of group purchasing, shall be notified to aggregate the purchasing volume of its respective systems and negotiate in order to meet the tier designated in Item 1 above. In order to invoke this election, the undersigned must be a Participating Member that is able to coordinate the purchasing decisions of the facilities it wishes to aggregate or a GPO with members that are Participating Members. Attached hereto as Schedule 1 is a list of all such facilities. Seller shall be responsible for providing the Membership Rider for updates as specified in Section 3.0 of the Aggregation Pricing Option. A Participating Member or GPO hereby elects to invoke the Aggregation Pricing Option Participating Member’s (or GPO’s) initial.

The undersigned Participating Member hereby acknowledges and confirms the above designations.

---

**Print Name of Person Signing**: Chris Farnan

**Print Name of Person Signing**: Chris Farnan

**Signature**: [Signature]

**Signature**: [Signature]

**Date Signed**: 11/28/19

**Date Signed**: 11/28/19

---

**Participant GPO**

**Print Name of Person Signing**: Chris Farnan

**Print Name of Person Signing**: Chris Farnan

**Signature**: [Signature]

**Signature**: [Signature]

**Role**: Deputy County Executive

**Role**: Deputy County Executive

**Phone Number**: 518-534-2291

**Phone Number**: 518-534-2291

**Email Address**: ccbhs@albanycounty.com

**Email Address**: ccbhs@albanycounty.com

**(member) Number**: 60957

**(member) Number**: 60957

**Address**: 780 Albany Shaker Road

**Address**: 780 Albany Shaker Road

**City and State**: Albany, NY 12211

**City and State**: Albany, NY 12211

---

Upon completion, please submit this form to both Seller and Premier.

---

**SALER Information**:

**Phone**: 630-576-5017

**Fax**: 704.647.2800

**Email**: [Email]

---

**Premier Healthcare Alliance, L.P**

**Fax**: 704.647.2800

**Email**: [Email]

---

**Bar 1/2 Exhibit A-2 PMDF Limited**

**PROPRIETARY AND CONFIDENTIAL**
EXHIBIT A-2
PARTICIPATING MEMBER DESIGNATION FORM

SELLER:  Ari Inc.
CONTRACT NUMBER:  PP-MM-655
CONTRACT DATES:  August 1, 2018-July 31, 2021
PRODUCT CATEGORY:  Patient Life

SCHEDULE 1

LIST OF PARTICIPATING MEMBER'S (or GPO's) FACILITIES
(For Purpose of Implementing the Aggregation Pricing Option)

[TO BE COMPLETED BY THE PARTICIPATING MEMBER OR GPO]

<table>
<thead>
<tr>
<th>Partici</th>
<th>Participating Facility Name</th>
<th>City</th>
<th>ST</th>
<th>Phone Number</th>
<th>Contact Name</th>
</tr>
</thead>
<tbody>
<tr>
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</table>
## Albany County Nursing Home
### Investment Summary

<table>
<thead>
<tr>
<th>Qty</th>
<th>Item:</th>
<th>Description</th>
<th>Price</th>
<th>Total</th>
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<tbody>
<tr>
<td>6</td>
<td>HEB1000-01</td>
<td>SARA Flex w/ scale</td>
<td>$5,050.00</td>
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<td>NTB2000</td>
<td>SARA Steady</td>
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<td>6</td>
<td>PASSIVE LIFTS</td>
<td>Mad Move With Scale Low Hgt Castors, Med. Power Dps</td>
<td>$6,139.75</td>
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<td></td>
<td></td>
<td>Carendo Shower Chair W/ Accessories</td>
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<tr>
<td>2</td>
<td>SLE0900M-L</td>
<td>Large Amputee Sling</td>
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<td>20</td>
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<td>8</td>
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<td>6</td>
<td>TSS502-L1</td>
<td>SARA Flex-Deluxe Comfort Sling-Large</td>
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<td>TSS535-L1</td>
<td>SARA Flex-Deluxe Comfort Sling-X-Large</td>
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</table>

Sub-Total: $140,001.12

Shipping: $3,000.00

---

**Equipment Sub-Total:** $143,991.12

**Performance Assurance Service Plan 3 years:** $37,080.00

**12 Month Clinical Program Support:** $28,975.00

**Program Total:** $207,046.12
## Diligent Clinical Consulting Services:
### Albany County Nursing Home

**Consultant Clinical services- Support Option**

Includes:
- Program implementation and oversight (policies, procedures, guidance)
- Clinical presentations to Executive team and Department leadership
- General Staff Training in designated areas
- Transfer Mobility Coach and Rehab Coach programs
- Program materials

<table>
<thead>
<tr>
<th>Program Implementation</th>
<th>4.0</th>
<th>Clinical Consultant support days during implementation and training Includes:</th>
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<tr>
<td></td>
<td>0.5</td>
<td>- Clinical days Process mapping</td>
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<tr>
<td></td>
<td>0.8</td>
<td>- Clinical days Process resolution</td>
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<tr>
<td></td>
<td>2.0</td>
<td>- Clinical days for General Staff Training</td>
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<tr>
<td></td>
<td>1.0</td>
<td>- Clinical support days during &quot;Go Live&quot; period</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Mobility is Life Education Series</th>
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</thead>
<tbody>
<tr>
<td><strong>Phase 1 - During Implementation</strong></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>TMC Training program</th>
<th>2</th>
<th>Consultant days for 4 hour Key Coach Education program Includes materials</th>
</tr>
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<tbody>
<tr>
<td></td>
<td></td>
<td>- There is one clinical consultant per class</td>
</tr>
<tr>
<td></td>
<td></td>
<td>- TMC development program is for up to 15 participants per class allowing for:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Ongoing Clinical Consultant Support</th>
<th>14 Days onsite 4 hour clinical support visits over 12 month program timeframe Hours of consultant phone support and research over support period</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th></th>
<th>8.0</th>
<th>Clinical hours</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>30</td>
<td>TMCs</td>
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<tr>
<td></td>
<td>56.0</td>
<td>Clinical hours</td>
</tr>
<tr>
<td></td>
<td>4.0</td>
<td>Clinical hours</td>
</tr>
</tbody>
</table>

**12 month program Services Subtotal:** $25,675.00
August 2, 2019

The Honorable Andrew Joyce
Chairman, Albany County Legislature
Legislative Clerk's Office
112 State Street, Suite 710
Albany, New York 12207

Dear Chairman Joyce:

Shaker Place Rehabilitation and Nursing Center respectfully requests to utilize Retirement Home TV to provide and install a customized high definition satellite television reception system.

Retirement Home TV was the lowest responsible bidder (RFB 2019-076) for this service. This will be a five (5) year agreement at a cost not to exceed $124,986.00

We respectfully request approval of this contract.

Sincerely,

Larry I. Slatky
Executive Director

cc: Dennis Feeney, Majority Leader
Frank Mauriello, Minority Leader
Kevin Cannizzaro, Majority Counsel
Arnis Zilgme, Minority Counsel
REQUEST FOR LEGISLATIVE ACTION

Description (e.g., Contract Authorization for Information Services):
Resident Television Programming Services to Install Direct TV Satellite System

Date: July 31, 2019
Submitted By: Larry I. Slatky
Department: Shaker Place Rehabilitation and Nursing Center
Title: Executive Director
Phone: 518-869-2231
Department Rep.: Larry I. Slatky
Attending Meeting: 

Purpose of Request:
☐ Adopting of Local Law
☐ Amendment of Prior Legislation
☐ Approval/Adoption of Plan/Procedure
☐ Bond Approval
☐ Budget Amendment
☒ Contract Authorization
☐ Countywide Services
☐ Environmental Impact/SEQR
☐ Home Rule Request
☐ Property Conveyance
☐ Other: (state if not listed) Click or tap here to enter text.

CONCERNING BUDGET AMENDMENTS

Increase/decrease category (choose all that apply):
☐ Contractual
☐ Equipment
☐ Fringe
☐ Personnel
☐ Personnel Non-Individual
CONCERNING CONTRACT AUTHORIZATIONS

Type of Contract:
☐ Change Order/Contract Amendment
☒ Purchase (Equipment/Supplies)
☐ Lease (Equipment/Supplies)
☐ Requirements
☐ Professional Services
☐ Education/Training
☐ Grant

Choose an item.
Submission Date Deadline Click or tap to enter a date.

☐ Settlement of a Claim
☐ Release of Liability
☒ Other: (state if not listed) Satellite Service

Contract Terms/Conditions:

Party (Name/address):
Retirement Home TV
4604 Arden Drive
Fort Wayne, Indiana 46804

Additional Parties (Names/addresses):
Click or tap here to enter text.

Amount/Raise Schedule/Fee:
$124,986.00
Scope of Services:
To provide and install a customized high definition satellite television reception system, including satellite services, with dish antenna, heater, high definition system tested and tuned, with five year major component warranty.

Bond Res. No.:
Date of Adoption:
Click or tap here to enter text.
Click or tap here to enter text.

CONCERNING ALL REQUESTS

Mandated Program/Service:
Yes ☒ No ☐
If Mandated Cite Authority:
NYSDOH
Is there a Fiscal Impact: Yes ☒ No ☐
Anticipated in Current Budget: Yes ☒ No ☐

County Budget Accounts:
Revenue Account and Line: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.

Appropriation Account and Line: NH 6020 44069
Appropriation Amount: $124,986.00

Source of Funding - (Percentages)
Federal: Click or tap here to enter text.
State: Click or tap here to enter text.
County: 100%
Local: Click or tap here to enter text.

Term
Term: (Start and end date) 10/1/2019 through 9/30/2024
Length of Contract: 60 months

Impact on Pending Litigation
If yes, explain: Yes ☐ No ☒

Previous requests for Identical or Similar Action:
Resolution/Law Number: No
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
As part of our renovation and additions project Shaker Place Rehabilitation and Nursing Center will be providing televisions in all resident rooms and common areas. These televisions will require connectivity to a satellite system to operate. Retirement Home TV was the lowest responsible bidder through the RFB process. RFB 2019-076. It should be noted that the contract request amount is higher than the bid, since there were additions needed for this purchase. Both bidders were notified of the change and submitted revisions to their bid. This revision to the RFB was approved by our purchasing department.
COUNTY OF ALBANY

REQUEST FOR BIDS
RESIDENTIAL HEALTHCARE FACILITY

RFB #2019-076

RESIDENT TELEVISION PROGRAMMING SERVICES

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
KAREN A. STORM, PURCHASING AGENT
112 STATE STREET, ROOM 820
ALBANY, NY 12207
Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Karen A. Storm
Purchasing Agent
County of Albany
112 State Street, Room 820
Albany, NY 12207

IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFB.

Company Name: RetirementHomeTV

Address: 4604 Arden Dr.

City: Fort Wayne State: IN Zip Code: 46804

Contact Person: Kurt Schlabach

Title: CEO

Phone Number: 260-471-3474 Fax Number: 260-496-8858 E-Mail: Kurt@retirementhometv.com

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:

☑ Yes / ☐ No

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method:

Courier Collect: ☑ Mail ☐
NON-BIDDER RESPONSE
RFB #2019-076

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

☐ Could not meet specifications or Scope of Services.
☐ Items or materials requested not manufactured by us or not available to our company.
☐ Insurance requirements are too restricting.
☐ Bond requirements are too restricting.
☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
☐ Project not suited to firm.
☐ Quantities too small.
☐ Insufficient time allowed for preparation of bid.
☐ Other reasons; please state and define:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Vendor Name:____________________________________________________________
Contact Person:____________________________________________________________
Vendor Address:____________________________________________________________
Vendor Telephone:____________________________________________________________
NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS # 2019-076

Sealed Bids for Resident Television Programming Services as requested by Albany County Residential Health Care Facility will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, June 13, 2019.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at http://www.empirestatebidsystem.com starting by close of business (4:30 p.m.) on Thursday, May 30, 2019.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
May 23, 2019

PUBLISH ONE DAY -- (Thursday, June 6, 2019) -- THE EVANGELIST
PUBLISH ONE DAY -- (Thursday, May 30, 2019) -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

1.1 Title: Resident Television Programming Services
1.2 Requesting Department: Albany County Residential Health Care Facility
1.3 Bid Number: 2019-076

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for television programming, installation, service, and associated equipment as requested by Albany County Residential Health Care Facility.

2.2 Minority Business Enterprises (MBE’s) and Women Business Enterprises (WBE’s) are encouraged to apply.

SECTION 3: BIDDING DOCUMENTS

3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

GIB1
4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than 11:00 A.M. ON THURSDAY, JUNE 13, 2019, at the following address:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, NY 12207

4.2 All bids received after the time stated in the “Notice to Bidders”, or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

SECTION 5: TERM OF BID

5.1 The bid shall be for the period of 5 years from the date of award to date ending. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

6.1 There will be no bid security requested for this bid.

SECTION 7: QUALIFICATION OF BIDDER

7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder’s qualification to do business in New York State or covenant to obtain such qualification prior to award.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment “C”) as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7.4 All bidders must document five (5) or more years in the business of providing television programming and associated services.

7.5 Bidder must include at least three (3) customer references.

SECTION 8: NOT IN USE

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

(a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.

(b) Bidder’s failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.

(c) Bidder’s default under previous contracts with the County.

(d) Bidder’s unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County’s form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.
SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt or from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project’s date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment “A”) is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.
12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of “equal or better” or “or equal”, the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Karen A. Storm
Albany County Purchasing Agent
112 State Street, Room 820
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: Karen.storm@albanycountyny.gov
14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

(a) the execution of a contract by Albany County; or

(b) the award of a purchase order by Albany County; or

(c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

(a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;

(b) Completeness of the bid; and

(c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.
SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder’s bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest therein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 No Performance bond is requested for this bid.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

(a) Workers’ Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job-related injuries.

(b) Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of
property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
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</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
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<tr>
<td>Bodily Injury</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000</td>
</tr>
</tbody>
</table>

(d) **Errors and Omissions Insurance:** A policy or policies with limits not less than $1,000,000.

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

(a) Albany County shall be named as an additional named insured on all liability, and errors and omissions policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

**SECTION 20: INDEMNIFICATION**

20.1 The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or
intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.
22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 Payment will be made upon the submission of a completed Albany County Claim Form.

22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: NOT IN USE.

SECTION 25: MACBRIDE PRINCIPLES

25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.
25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NOT IN USE.

SECTION 27: NOT IN USE.

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND ($250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor’s Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: ANTI DISCRIMINATION CLAUSE

29.1 Pursuant to Section 220-E of the NYS Labor Law, regarding provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment
of citizens upon public works, the Contractor agrees: (a) That in the hiring of employees for
the performance of work under this contract or any subcontract hereunder, no contractor,
subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by
reason of race, creed, color, disability, gender, marital status, military status, sexual
orientation or national origin discriminate against any citizen of the state of New York who
is qualified and available to perform the work to which the employment relates; (b) That no
contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate
against or intimidate any employee hired for the performance of work under this contract
on account of race, creed, color, disability, gender, marital status, military status, sexual
orientation or national origin; (c) That there may be deducted from the amount payable to
the contractor by the state or municipality under this contract a penalty of fifty dollars for
each person for each calendar day during which such person was discriminated against or
intimidated in violation of the provisions of the contract; (d) That this contract may be
cancelled or terminated by the state or municipality, and all moneys due or to become due
hereunder may be forfeited, for a second or any subsequent violation of the terms or
conditions of this section of the contract; and (e) The aforesaid provisions of this section
covering every contract for or on behalf of the state or a municipality for the manufacture,
sale or distribution of materials, equipment or supplies shall be limited to operations
performed within the territorial limits of the state of New York.

SECTION 30: NOT IN USE

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which
comprise this RFB, and/or, the Agreement (between the County and the successful
bidder/proposer) and its incorporated documents, the documents shall be given preference in
the following order to interpret and to resolve such discrepancy, disagreement or ambiguity:
1) the Agreement; 2) the RFB; 3) the Contractor’s bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to
occur in the event no funds or insufficient funds are appropriated and budgeted by or are
otherwise unavailable to the County for payment under this Agreement. The County will
immediately notify the Contractor of such occurrence and this Agreement shall terminate on
the last day of the fiscal period for which appropriations were received without penalty or
expense to the County of any kind whatsoever, except as to those portions herein agreed
upon for which funds shall have been appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 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.

33.2 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.

33.3 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).”

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 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 therefor. 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:

(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 County of Albany 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 Albany 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.

SECTION 34: NOT IN USE.

SECTION 35: NOT IN USE.
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Resident Television Programming Services
Bid Number: 2019-076

THIS BID IS SUBMITTED TO:

Karen A. Storm, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 820
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

   (a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

       Date   Number

       (receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

   (b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

BF1
ALBANY COUNTY NURSING HOME

For your Community, we propose the following HIGH DEFINITION Television Programming:

3. GUIDE CHANNEL
4. ABC-WTEN-10
5. CBS-WRGB-6
6. NBC-WNYT-13
7. FOX-WXXA-23
8. PBS-WMHT-17
9. CW-WCWN-45
10. WNYA-61
11. ION-55
12. ESPN
13. ESPN 2
14. ESPN News
15. Big Ten Network
16. Fox Sports 1
17. Animal Planet
18. INSPI
19. History
20. Freeform
21. Hallmark Movies/Mysteries
22. AMC
23. Turner Classic Movies
24. National Geographic
25. FX
26. Hallmark
27. Fox News
28. CNN
29. RFD-TV
30. Lifetime Television
31. HGTV
32. SyFy
33. TBS
34. TLC
35. TV Land
36. TNT
37. USA
38. EWTN
39. A&E
40. Paramount Network
41. Bravo
42. Disney Channel
43. Discovery Channel
44. Accuweather

We will provide and install a Customized HIGH DEFINITION Satellite Television Reception System including:

a. Dish Antenna, mount, heater
b. HIGH DEFINITION System tested and tuned
c. 5-YEAR COMPREHENSIVE MAJOR COMPONENT WARRANTY

We propose a 5-year Agreement on the system, with NO CAPITAL INVESTMENT on your part:

SEE SCHEDULE

- The channels listed may be switched or modified to your satisfaction at any time.
- HD Systems require newer flat screen tv's w/QAM tuners to function.
- Monthly rate includes DirectTV Programming, System, Standard Installation and 5-Year Warranty.

* Quote expires 7.31.18

kurt@retirementhometv.com 260-715-4040 www.retirementhometv.com
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Resident Television Programming Services
Bid Number: 2019-076

<table>
<thead>
<tr>
<th>Year 1 Price:</th>
<th>$22,657.20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2 Price:</td>
<td>$23,604.00</td>
</tr>
<tr>
<td>Year 3 Price:</td>
<td>$24,560.40</td>
</tr>
<tr>
<td>Year 4 Price:</td>
<td>$25,564.68</td>
</tr>
<tr>
<td>Year 5 Price:</td>
<td>$26,619.12</td>
</tr>
<tr>
<td>Total Price Years 1-5:</td>
<td>$123,005.40</td>
</tr>
</tbody>
</table>
(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

   (a) Non-Collusive Bidding Certificate (Attachment “A”)
   (b) Acknowledgment by Bidder (Attachment “B”)
   (c) Vendor Responsibility Questionnaire (Attachment “C”)
   (d) Iranian Energy Divestment Certification (Attachment “D”)
   (e) Bidder Qualification Questionnaire (Attachment “F”)
   (f) Non Interruption of Work Agreement (Attachment “G”)

7. Communication concerning this Bid shall be addressed to:

   RetirementHome

   4604 Arden Dr.

   Fort Wayne, IN 46824

   Phone: 260-471-8474

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

BF2
Scope of Service:

Resident Television Programming Service

Albany County Residential Health Care Facility is seeking a vendor to provide a complete television programing installation and service system to provide cable and/or satellite service to televisions at the Residential Health Care Facility. The term of the contract will be 60 months and will include television reception services, programming, and all equipment necessary, including, but not limited to: dishes, receivers, cables, modulators, antennae, parts and labor. Television channel services must include local and national channels.
COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: Resident Television Programming Services
Bid Number: 2019-076

COMPANY: RetirementHomeTV
ADDRESS: 4604 Arden Dr.
CITY, STATE, ZIP: Fort Wayne, IN 46804
TEL. NO.: 219-471-3474
FAX NO.: 219-491-8108
FEDERAL TAX ID NO.: 80-0251889
REPRESENTATIVE: Kurt Schlabach
E-MAIL: Kurt@RetirementHomeTV.com
SIGNATURE AND TITLE: [Signature] - President

DATE: 6/10/19
ATTACHMENT “A”

NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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 organizations, 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 knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

(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.

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to 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 customer 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 paragraph “A” above.

B. 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, local law, and where such bid contains the certification referred to in paragraph “A” 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 submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

[Signature]

Signature

[President]

Title

[RetirementHomeTV Corp]

Company Name

10/11/19

Date
ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF Indiana  )  SS:
COUNTY OF Allen    )

On this ___ day of June__, 20___ before me personally appeared to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

__________________________
RHIANNON BUELL
NOTARY PUBLIC
SEAL
STATE OF INDIANA
MY COMMISSION EXPIRES JUNE 22, 2022

Notary Public, State of Indiana
Qualified in Indiana
Commission Expires June 27, 2022

If Corporation:

STATE OF ______________  )  SS:
COUNTY OF ___________    )

On this ___ day of ___________, 20___ before me personally appeared to me known, who, being by me sworn, did say that he resides at (give address) _______________________________; that he is the (give title) of the (name of corporation) _______________________________ the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

__________________________
Notary Public, State of ______________
Qualified in ______________
Commission Expires ______________

If Partnership:

STATE OF ______________  )  SS:
COUNTY OF ___________    )

On the ___ day of ____________, 20___ before me personally came _______________________________ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of _______________________________ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

__________________________
Notary Public, State of ______________
Qualified in ______________
Commission Expires ______________
ATTACHMENT “C”
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS:
   □ PRIME CONTRACTOR

2. VENDOR'S LEGAL BUSINESS NAME
   Retirement HomeTV Corporation

3. IDENTIFICATION NUMBERS
   a) FEIN #    80-0251889
   b) DUNS #    01-301-6648

4. D/B/A - Doing Business As (if applicable) & COUNTY FIELD:

5. WEBSITE ADDRESS (if applicable)
   www.retirementhome.tv.com

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE
   4604 Arden Dr, Fort Wayne, IN 46804

7. TELEPHONE NUMBER
   (877) 477-3474 ext 4040

8. FAX NUMBER
   (260) 496-8608

9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE
   IN NEW YORK STATE, if different from above

10. TELEPHONE NUMBER

12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE
   Name: Kurt Schlabach
   Title: President
   Telephone Number: (877) 477-3474 ext 4040
   Fax Number: (260) 496-8608
   e-mail: kurt@retirementhome.tv.com

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.
   
   a) NAME: Kurt Schlabach
      TITLE: President
   
   b) NAME
   
   c) NAME
   
   d) NAME

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES." AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were in use. Explain the relationship to the vendor.
   □ Yes  □ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRINCIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:
   □ Yes  □ No
   a) An elected or appointed public official or officer?
      List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service
   
   b) An officer of any political party organization in Albany County, whether paid or unpaid?
      List each individual's name, business title or consulting capacity and the official political position held with applicable service dates.
   □ Yes  □ No
16. **WITHIN THE PAST (3) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDERS (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:**

   a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process;
   2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;
   3. entered into an agreement to a voluntary exclusion from bidding/contracting;
   4. had a bid rejected on an Albany County contract for failure to comply with the MassBridges Fair Employment Principles;
   5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;
   6. had status as a Woman's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;
   7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;
   8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility, or
   9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

   b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including, but not limited to, fraud, extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct?

   c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of:

      1. federal, state or local health laws, rules or regulations.

17. **IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY?**

   Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

18. **DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:**

   a) file returns or pay any applicable federal, state or city taxes?

   Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.

   b) file returns or pay New York State unemployment insurance?

   Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

   c) Property Tax

   Indicate the years the vendor failed to file.

19. **HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING?**

   Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate’s name and EIN. Provide the court name, address and dock number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. **IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?** Provide financial information to support the vendor's current position, for example, Current Ratio, Debt Ratio, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation.
<table>
<thead>
<tr>
<th>21.</th>
<th>IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:</th>
<th>□ Yes  ☒ No</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.</td>
<td></td>
</tr>
</tbody>
</table>

1 "Affiliate" meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

State of: 
County of: 

CERTIFICATION:

The undersigned recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information and belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business
Address
City, State, Zip

Signature of Owner
Printed Name of Signatory
Title

Notary Public

Printed Name
Signature
Date
Attachment "D"
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 therefor. 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
President
Title
Company Name
Date
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? ___________________________ 13 years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1. Adira at Riverside - System install
   Eric Fischbein, efischbein.adira@gmail.com
   Completed 4/7/17, $131,981.31

2. W. Palm Beach VA Center - System install
   Corey Bullard, corey.bullard@va.gov, ph: 561-422-5722
   Completed 9/20/18, $61,843.48

3. American Lake VA Center - System install
   Diana Curl, diana.curl@va.gov, ph: 208-429-2031
   Completed 5/31/18, $68,300.00

BQ1
ATTACHMENT "E"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

West Chester Center - $58,000.00 - 100%

West Palm Va Center - $ 89,449.22 - 20%

American Lake Va Center - $ 37,988.88 - 85%

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

No.

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

No.

BQ2
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

No.

7. Do you plan to sublet any part of this work? If so, give details.

No.

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

Surety - N/A

Bank - Rick Smith, PNC Bank N.A.
110 W Berry St, Fort Wayne, IN 46802
(260) 461-7404

BQ3
ATTACHMENT "F"

BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

Attached

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

[Signature]
Correct Name of Bidder

(a) The business is a: S Corporation

(b) The address of principal place of business is: 4604 Arden Dr

Fort Wayne, IN 46804

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

Kurt Schlabach, President
# Retirement Home TV Corporation

## Balance Sheet

As of December 31, 2018

### ASSETS

#### Current Assets

<table>
<thead>
<tr>
<th>Description</th>
<th>Dec 31, 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checking/Savings</td>
<td>3,004,069.83</td>
</tr>
<tr>
<td>Capital One Savings 8530</td>
<td></td>
</tr>
<tr>
<td>Horizon Checking</td>
<td>4,113.41</td>
</tr>
<tr>
<td>FNC Checking</td>
<td></td>
</tr>
<tr>
<td>Total Checking/Savings</td>
<td>3,785,704.52</td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable</td>
<td>788,078.10</td>
</tr>
<tr>
<td>Total Accounts Receivable</td>
<td>788,078.10</td>
</tr>
<tr>
<td>Other Current Assets</td>
<td></td>
</tr>
<tr>
<td>Inventory Asset</td>
<td>333,310.63</td>
</tr>
<tr>
<td>Prepaid Rent</td>
<td>1,777.60</td>
</tr>
<tr>
<td>Security Deposits Made</td>
<td>9,120.21</td>
</tr>
<tr>
<td>Temp Sales Tax - DirecTV</td>
<td>36,285.56</td>
</tr>
<tr>
<td>Undeposited Funds</td>
<td>2,099.47</td>
</tr>
<tr>
<td>Total Other Current Assets</td>
<td>362,593.47</td>
</tr>
</tbody>
</table>

#### Total Current Assets

4,956,346.09

<table>
<thead>
<tr>
<th>Description</th>
<th>Dec 31, 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accumulated Depreciation</td>
<td>-987,041.40</td>
</tr>
<tr>
<td>Furniture and Equipment</td>
<td>51,506.16</td>
</tr>
<tr>
<td>Leased Satellite Equipment</td>
<td>1,192,599.00</td>
</tr>
<tr>
<td>Leasehold Improvements</td>
<td>11,048.92</td>
</tr>
<tr>
<td>Vehicles</td>
<td>204,037.49</td>
</tr>
<tr>
<td>Total Fixed Assets</td>
<td>472,200.19</td>
</tr>
</tbody>
</table>

#### TOTAL ASSETS

5,428,546.28

### LIABILITIES & EQUITY

#### Liabilities

<table>
<thead>
<tr>
<th>Description</th>
<th>Dec 31, 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accounts Payable</td>
<td>279,460.07</td>
</tr>
<tr>
<td>Accounts Payable</td>
<td></td>
</tr>
<tr>
<td>Total Accounts Payable</td>
<td>279,460.07</td>
</tr>
<tr>
<td>Credit Cards</td>
<td></td>
</tr>
<tr>
<td>Bank of America (Tachs)</td>
<td>141.17</td>
</tr>
<tr>
<td>Capital One</td>
<td>544,978.38</td>
</tr>
<tr>
<td>Total Credit Cards</td>
<td>545,119.55</td>
</tr>
<tr>
<td>Other Current Liabilities</td>
<td></td>
</tr>
<tr>
<td>Payroll Liabilities</td>
<td>397,742.44</td>
</tr>
<tr>
<td>Sales Tax Payable</td>
<td>51,530.01</td>
</tr>
<tr>
<td>Security Deposits Held</td>
<td>874,008.35</td>
</tr>
<tr>
<td>Total Other Current Liabilities</td>
<td>1,323,280.81</td>
</tr>
<tr>
<td>Total Current Liabilities</td>
<td>2,147,857.43</td>
</tr>
</tbody>
</table>

#### Total Liabilities

2,147,857.43

<table>
<thead>
<tr>
<th>Description</th>
<th>Dec 31, 18</th>
</tr>
</thead>
<tbody>
<tr>
<td>Equity</td>
<td></td>
</tr>
<tr>
<td>Capital Stock</td>
<td>1,000.00</td>
</tr>
<tr>
<td>Retained Earnings</td>
<td>1,856,769.49</td>
</tr>
<tr>
<td>Shareholder Distributions</td>
<td>-3,814,437.67</td>
</tr>
<tr>
<td>Net income</td>
<td>5,237,557.03</td>
</tr>
<tr>
<td>Total Equity</td>
<td>3,280,688.85</td>
</tr>
</tbody>
</table>

#### TOTAL LIABILITIES & EQUITY

5,428,546.28
ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York?  Yes X  No ___.
   If No, signing this qualification statement constitutes agreement to obtain such qualification
   prior to award of contract immediately upon owner's request.

Retirement Home TV Corporation
Firm

Dated: 6/10/19

By Kurt Schlabach
(Typed)
ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: Retreat

By: Kurt Schlabach
(Signature)

Typed

Title: President

Date: 6/10/19
COUNTY OF ALBANY

Resident Television Programming Services

RFB #2019-076

ADDENDUM #1

June 5, 2019

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 5th day of June, 2019, in connection with the Request for Bids #2019-076 Resident Television Programming Services, for the Albany County Residential Health Care Facility.
COUNTY OF ALBANY

RFB #2019-076
Resident Television Programming Services

ADDENDUM #1

ITEM #1: The following shall be added to the Scope of Services:
"The successful bidder shall coordinate all work with the County's Construction Manager, Gilbane Building, and General Contractor, Jensen Construction, prior to beginning any work at the facility."

End of Addendum #1
COUNTY OF ALBANY

Resident Television Programming

RFB #2019-076

ADDENDUM #2

June 6, 2019

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 6th day of June, 2019, in connection with the Request for Bids #2019-076, Resident Television Programming Services, for the Residential Health Care Facility.
COUNTY OF ALBANY

RFB #2019-076
Resident Television Programming Services

ADDENDUM #2

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: Could you provide information with respect to number of rooms, number of tvs, and desired channel line-up?

RESPONSE # 1: There 280 televisions total: 250 resident rooms, and 30 common area TVs. We are looking for a 40-50 channel line-up comprised of local channels and regular cable channels.

End of Addendum #2
COUNTY OF ALBANY

Resident Television Programming

RFB #2019-076

ADDENDUM #3

June 7, 2019

The following Addendum No. 3 consisting of two (2) pages (including this cover page) is hereby issued on the 7th day of June, 2019, in connection with the Request for Bids #2019-076, Resident Television Programming Services, for the Residential Health Care Facility.
COUNTY OF ALBANY

RFB #2019-076
Resident Television Programming Services

ADDENDUM #3

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: "For the residents room count of 250, Are you counting TV drops in the residents rooms or actual room count? In your total of 250 resident rooms are there actually 250 resident rooms (possibly with more than 1 TV outlet each or is there a lower number of rooms than the 250 ex: 125 rooms with 2 TV's per room?"

RESPONSE # 1: There are 130 single room (1 TV/Room) and 60 double bedded rooms (2 TVs/Room).

ITEM # 2: "Are you requiring the programming in HD or SD output?"

RESPONSE: HD output.

End of Addendum #3
COUNTY OF ALBANY

Resident Television Programming

RFB #2019-076

ADDENDUM #4

June 11, 2019

The following Addendum No. 4 consisting of three (3) pages (including this cover page) is hereby issued on the 11th day of June, 2019, in connection with the Request for Bids #2019-076, Resident Television Programming Services, for the Residential Health Care Facility.
COUNTY OF ALBANY

RFB #2019-076
Resident Television Programming Services

ADDENDUM #4

The following information is provided as a result of a question(s) posed by vendor(s):

ITEM #1: The page attached to this addendum shall be added to the Bid Form.

ITEM #2: “Can we propose 2 different solutions?”

RESPONSE #2: You may bid two different options — however — each option has to be a separate bid, in a separate sealed envelope, with all of the required forms submitted.

End of Addendum #4
MEMORANDUM

TO: Larry Slatky  
Albany County Residential Health Care Facility

FROM: Karen Storm  
Purchasing Agent

DATE: June 24, 2019

RE: RFB # 2019-076, Resident Television Programming Services

I am in receipt of your recommendation to award the aforementioned Request for Bids to RetirementHomeTV in the amount of $124,985.40.

As RetirementHomeTV is the low responsive and responsible bidder, I concur with your recommendation.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful bidder.
From: Kurt Schlabach <Kurt@retirementhometv.com>
Sent: Tuesday, June 18, 2019 1:15 PM
To: Cronin, Kayla <Kayla.Cronin@albanycountyny.gov>
Subject: RE: RFB-2019-076 Clarification Questions from Albany County Residential Health Care Facility

1. A Community Channel may be added to the proposed channel line-up for only $33/month or $396/yr. It has a built-in DVD drive that allows broadcast on the same channel and comes with the following Powerpoint presentation included for your modification:

   CLICK HERE: https://retirementhometv.com/community-channel

2. You can modify any of the channels to any other channel provided by DirecTV, thru us, at no cost. Some of the channels themselves, especially Sports channels, carry an additional monthly cost from DirecTV that is passed on to Albany Nursing. An example: GOLF Channel, if swapped with a current channel, adds $.27/unit/mo. to the billing.
From: Cronin, Kayla [mailto:Kayla.Cronin@albanycountyny.gov]
Sent: Tuesday, June 18, 2019 12:16 PM
To: Kurt Schlabach <Kurt@retirementhometv.com>
Subject: RFB-2019-076 Clarification Questions from Albany County Residential Health Care Facility
Importance: High

Good afternoon Kurt,

The Albany County Residential Health Care Facility has the following questions:

-Is there a community channel included? Basically to put up the menu and activities going on.
-can we play a DVD to all TV’s on a certain channel?
-can we change the station programming to a different one and is there a charge for it?

Please submit your answers to me in writing.

Thank you!

Kayla Cronin
Specification Technician
Albany County Division of Purchasing
112 State Street, Room 820
Albany, NY 12207
tel 518.447.5585
fax 518.447.5588
kayla.cronin@albanycountyny.gov
www.albanycounty.com

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