AGENDA

ELDER CARE COMMITTEE

OCTOBER 28, 2019

PART II
October 4, 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 enter into an agreement with Horizon Healthcare Staffing to provide Certified Nursing Assistants through their agency.

This will be a thirty-six (36) month agreement for a not to exceed amount of $300,000.00. It is anticipated that we will spend approximately $100,000.00 per year.

Horizon Healthcare Staffing was one of the qualified bidders through the RFP process (RFP-2019-050).

Thank you for your consideration in permitting us to enter into a contractual relationship with Horizon Healthcare Staffing.

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):
Horizon Healthcare Staffing to Provide Certified Nursing Assistants

Date: October 3, 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
☐ 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)  

Contract Terms/Conditions:

Party (Name/address):
    Horizon Healthcare Staffing
    20 Jerusalem Avenue
    Third Floor
    Hicksville, New York 11801

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

Amount/Raise Schedule/Fee:  $300,000.00
Scope of Services:
    Horizon Healthcare Staffing will provide Certified Nursing Assistants through their agency.

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

CONCERNING ALL REQUESTS

Mandated Program/Service:  Yes ☒ No ☐
If Mandated Cite Authority:  
    New York State Department of Health
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: 44069
Appropriation Amount: $300,000.00

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) 1/1/2020 - 12/31/2022
Length of Contract: 36 months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 101
Date of Adoption: 3/13/2017

Justification: (state briefly why legislative action is requested)
Certified Nursing Assistants are required to provide direct care needs to our resident population. When vacancies cannot be scheduled with our staff, we are required to use the services of a nursing agency. Through the RFP process (RFP-2019-050) Horizon Healthcare Staffing was one of the qualified bidders.
COUNTY OF ALBANY

REQUEST FOR PROPOSALS

RESIDENTIAL HEALTH CARE FACILITY

RFP # 2019-050

CERTIFIED NURSING ASSISTANT (CNA) 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 PROPOSAL, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFP.

Company Name: __________________________________________

Address: ________________________________________________

City: ___________________________ State: ___________ Zip Code: ______

Contact Person: __________________________________________

Title: __________________________________________________

Phone Number: __________________ Fax Number: ___________ E-Mail: ___________

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 ______________________
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-PROPOSER RESPONSE
RFP #2019-050

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

☐ Could not meet Scope of Services.
☐ Items or materials requested not manufactured by us or not available to our company.
☐ Insurance requirements too restricting.
☐ Bond requirements too restricting.
☐ 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/proposal.
☐ Other reasons; please state and define:

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

Vendor Name: __________________________________________________________
Contact Person: __________________________________________________________
Vendor Address: __________________________________________________________
Vendor Telephone: _________________________________________________________
NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #RFP-2019-050

Sealed Proposals for Certified Nursing Assistant (CNA) Services as requested by Albany County Nursing Home will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, April 12, 2019.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP 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, March 28, 2019.

Karen A. Storm
Purchasing Agent

Dated: March 28, 2019
Albany, New York

PUBLISH ONE DAY -- Thursday, March 28, 2019 -- THE EVANGELIST
PUBLISH ONE DAY -- Thursday, March 28, 2019 -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
CERTIFIED NURSING ASSISTANT (CNA) SERVICES
ALBANY COUNTY RESIDENTIAL HEALTH CARE FACILITY
RFP #2019-050

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal 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: PURPOSE

1.1 The County of Albany is seeking proposals for Certified Nursing Assistant (CNA) Services, as requested by Albany County Residential Health Care Facility.

1.2 It is the intention of Albany County to contract with multiple Contractors who can provide temporary personnel services to supplement the CNA staffing needs of the Albany County Residential Health Care Facility.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on Friday, April 12, 2019, at the following address:

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

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in
preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by the Albany County Residential Health Care Facility.

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Detail your firm's experience in providing temporary personnel services for CNAs.

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed "Vendor Responsibility Questionnaire" (Attachment "C") with the Proposal.
3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer 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 Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 The County will contract with multiple Contractors. The Contractors should have the ability to provide CNAs on a seven (7) day a week basis across all three (3) shifts.

4.2 The Proposer shall demonstrate its ability to provide staffing to meet staffing needs for sick calls and no shows, which have not been planned for nor anticipated.

4.3 The Contractor shall ensure that all employees provided to the County will be certified to work in New York State as CNAs. A photocopy of any such certification must be provided to the County prior to the CNAs first scheduled shift.

4.4 The Contractor shall ensure that all employees provided are in good health, have documentation of a physical exam, immunization against Rubella and Rubeola and have had PPD testing as per the New York State Department of Health. For CNAs working prior to and during each current influenza season, the Contractor will ensure that documentation of influenza vaccine (if immunized) is provided to the County. If documentation is not received, or the CNA has not been immunized, they will be required to comply with NYSDOH regulations for influenza.

4.5 The Contractor shall provide appropriate background checks for all personnel furnished. Background checks shall, at a minimum, consist of an investigation to determine evidence of criminal history; verification of certification, and a check to find if they have been entered in the New York State Nurse Aid Registry concerning abuse. Such information shall be provided to the facility. The Contractor will be responsible to assure that all employees provided to the County are fingerprinted as per State and Federal Law. The Contractor will be responsible for any fees associated with submission of the fingerprint documents to the NYSDOH per Article 28-E of the Public Health Law and Section 845-b of the Executive Law.

4.6 The Contractor shall provide service on the next normal workday of the County on any orders placed prior to 1:00 P.M.

4.7 The Contractor shall, at a minimum, be available to accept orders between the hours of 9:00 A.M. and 3:00 P.M., seven days a week. In the proposal, each Proposer shall list the hours that it is available to schedule staff.

4.8 The County shall have the right to interview candidates upon initial arrival to determine their qualifications. The qualifications must reflect the position of the specific job title requested.
The County may cancel the order if a selected candidate is deficient in the performance of an assignment.

4.9 The County may review Contractor’s selection process and/or candidate resumes.

4.10 The County reserves the right to assign and direct Contractor’s employees as needed.

4.11 The County will contract with multiple Contractors and will proceed to utilize the contracts as follows:
   a. Contact the Contractor with the lowest hourly rate, and utilize that Contractor unless the Contractor is not able to provide CNAs as needed.
   b. If CNAs are unavailable from the lowest cost Contractor, the County will then proceed to the next lowest contractor, and will continue in this manner until the County obtains the services required.

4.12 The working shifts are as follows: 7am-3pm, 3pm-11pm and 11pm-7am. Each CNA will work the eight (8) hour shift with one (1) hour of unpaid time comprised of two (2) fifteen (15) minute breaks and thirty (30) minutes for a meal.

4.13 The County is seeking a blended rate for CNA services that will be for all days and shifts, regardless of the day/shift. There will be no additional charges for holidays or weekends worked.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for three (3) years from the date of a fully executed contract.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Detail the fee structure for the Proposal as a blended rate for CNA services that will be for all days and shifts, regardless of the day/shift. There will be no additional charges for holidays or weekends worked.

6.2 Submit a cost proposal for the services described above in Section 4, Scope of Services and on the Cost Proposal Form included herein.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process:
SECTION I:
Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:
Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:
References - The References section must include references from similar type projects.

SECTION IV:
Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:
Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:
Mandatory Documentation - The Mandatory Documentation Section must include: The Non-Collusive Bidding Certificate (Attachment "A"), Acknowledgment by Proposer (Attachment "B"), and Vendor Responsibility Questionnaire (Attachment "C"); Iranian Energy Divestment Certification (Attachment "D").

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Residential Health Care Facility. Proposals shall be evaluated based upon the following:
<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposed Rates</td>
<td>50%</td>
</tr>
<tr>
<td>Professional Qualifications and Prior experience in providing the requested services</td>
<td>20%</td>
</tr>
<tr>
<td>Quality of the service proposal</td>
<td>15%</td>
</tr>
<tr>
<td>Client References</td>
<td>15%</td>
</tr>
</tbody>
</table>

8.3 Proposals will be examined and evaluated by the Albany County Residential Health Care Facility with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

SECTION 9: NOT IN USE

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals 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

12.2 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 proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer 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 Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) Worker's Compensation and Employer's 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 of insurance 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 or comprehensive all-risk insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<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) **Professional Medical Malpractice Insurance**: A policy or policies with limit of not less than $1,000,000.

15.2 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 insured on all liability and professional medical malpractice policies. **Proposal number must appear on insurance certificate.**

(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.

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

**SECTION 16: REMEDY FOR BREACH**

16.1 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 17: CASH DISCOUNT

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

17.2 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 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 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.

19.2 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.
19.3 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.

19.4 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 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBRID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR

b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation,
to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR’s compliance with this Article.

20.3 TERMINATION

a. Upon the COUNTY’S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 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 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.

22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.

22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.

22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

RFP12
23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful 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 RFP; 3) the Contractor’s proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 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 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 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.

25.2 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.

25.3 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.

25.4 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 26: NOT IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Certified Nursing Assistant (CNA) Services
RFP Number: 2019-050

THIS PROPOSAL 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 Proposer proposes and agrees, if this Proposal 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 Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County’s Notice of Award.

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

(a) Proposer 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 acknowledges) and also copies of the Notice to Proposers and the Instructions to Proposers;

(b) Proposer 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 Proposer deems necessary;

CP1
(c) This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

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

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer 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 Proposal:

   (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”)

7. Communication concerning this Proposal shall be addressed to:

   ________________________________________________________________

   ________________________________________________________________

   ________________________________________________________________

   Phone: __________________________________________________________

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Certified Nursing Assistant (CNA) Services
RFP Number: 2019-050

<table>
<thead>
<tr>
<th>Shift</th>
<th>Proposed Price Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td></td>
</tr>
</tbody>
</table>

COMPANY: ____________________________

ADDRESS: ____________________________

CITY, STATE, ZIP: ____________________

TEL. NO.: __________________________

FAX NO.: __________________________

FEDERAL TAX ID NO.: ________________

REPRESENTATIVE: ____________________

E-MAIL: ____________________________

SIGNATURE AND TITLE: __________________

DATE: ____________________________

CP3
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  Title

__________________________  ____________________________
Date  Company Name
ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF ____________________ )
COUNTY OF ____________________ ) SS:

On this ______ day of ____________, 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.

______________________________
Notary Public, State of___________

Qualified in ____________________

Commission Expires _____________

If Corporation:

STATE OF ____________________ )
COUNTY OF ____________________ ) SS:

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 ____________________ )
COUNTY OF ____________________ ) SS:

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 _____________
## VENDOR RESPONSIBILITY QUESTIONNAIRE

1. **VENDOR IS:**
   - [ ] Prime Contractor

2. **VENDOR’S LEGAL BUSINESS NAME**

3. **IDENTIFICATION NUMBERS**
   - a) FEIN #
   - b) DUNS #

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

5. **WEBSITE ADDRESS (if applicable)**

6. **ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE**

7. **TELEPHONE NUMBER**

8. **FAX NUMBER**

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

10. **TELEPHONE NUMBER**

11. **FAX NUMBER**

### 12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE
- Name
- Title
- Telephone Number
- Fax Number
- e-mail

### 13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.

<table>
<thead>
<tr>
<th>a) NAME</th>
<th>TITLE</th>
<th>b) NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>c) NAME</td>
<td>TITLE</td>
<td>d) NAME</td>
<td>TITLE</td>
</tr>
</tbody>
</table>

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:**
   - 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 name, business title or consulting capacity and the official political position held with applicable service dates.

   □ Yes □ No
16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (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; ☐ Yes ☐ No

   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 MaxBridge 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 Women’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.

   ☐ Yes ☐ No

   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?

   ☐ Yes ☐ No

   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.

   ☐ Yes ☐ No

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.”

   ☐ Yes ☐ No

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.

   ☐ Yes ☐ No

   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.

   ☐ Yes ☐ No

   c) property tax

   Indicate the years the vendor failed to file.

   ☐ Yes ☐ No

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 OF 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 FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

   ☐ Yes ☐ No

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN IN VolUNTARY 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.

   ☐ Yes ☐ No
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
   a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

   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.

---

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 ad 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

Sworn before me this _____ day of ____________, 20__.

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

______________________________
Title

______________________________
Date

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

April 8, 2019

Dear Ms. Storm:

Thank you for the opportunity to present a RFP#2019-050 to The County of Albany Residential Health Care Facility for Certified Nursing Assistant (CNA) Services. Horizon Healthcare Staffing will offer an exclusive department who works on the Certified Nursing Assistant (CNA) Services. The team of recruiters and schedulers process the Certified Nursing Assistant (CNA) Services as well as confirming their schedule in advance (Get their availability). This will allow for continuity and reliability of staff for the facility. Gathering the schedules in advance will aide for last minute coverage requirements. We feel these systems offer a seamless process/service. The Department is also staffed with two managers to oversee the program. Our Internal Staff is on call 24 hours a Day, 7 Days a week. The On Call Number is 516-880-5688. Horizon is aware to replace any Personnel that are not acceptable to The County of Albany Residential Health Care Facility.

The contact person for this RFP is Nancy Goldstein MA, RNC. She is the Vice President and will be the liaison for The County of Albany Residential Health Care Facility. Her direct phone number is 516-326-2020 ext 1413 or cellular is 917-991-6197, fax number 516-616-0517 and the email address is Nancy@hhstaff.com.

Feel free to contact me if there is any additional questions or concerns. We look forward to assisting The County of Albany Residential Health Care Facility.

Be well,

Nancy Goldstein MA, RNC
Vice President
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
RESIDENTIAL HEALTH CARE FACILITY

RFP # 2019-050
CERTIFIED NURSING ASSISTANT (CNA) 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 PROPOSAL, YOU MUST RETURN
THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL
FURTHER COMMUNICATION REGARDING THIS RFP.

Company Name: Honzon Healthcare Staffing
Address: 20 Jerusalem Avenue - 3rd Floor
City: Hicksville State: NY Zip Code: 11801
Contact Person: Nancy Goldstein MA RN C
Title: Vice President
Phone Number: 516.326.2020 Fax Number: 516.696.0517 E-Mail: Nancy@hnsstaff.com

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

RFP #2019-050

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

☐ Could not meet Scope of Services.
☐ Items or materials requested not manufactured by us or not available to our company.
☐ Insurance requirements too restricting.
☐ Bond requirements too restricting.
☐ 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/proposal.
☐ Other reasons; please state and define: ________________________________________

______________________________________

N/A

______________________________________

Vendor Name: ________________________________________
Contact Person: ________________________________________
Vendor Address: ________________________________________
Vendor Telephone: ________________________________________
NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #RFP-2019-050

Sealed Proposals for Certified Nursing Assistant (CNA) Services as requested by Albany County Nursing Home will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, April 12, 2019.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP 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, March 28, 2019.

Karen A. Storm
Purchasing Agent

Dated: March 28, 2019
Albany, New York

PUBLISH ONE DAY – Thursday, March 28, 2019 -- THE EVANGELIST
PUBLISH ONE DAY – Thursday, March 28, 2019-- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
CERTIFIED NURSING ASSISTANT (CNA) SERVICES
ALBANY COUNTY RESIDENTIAL HEALTH CARE FACILITY
RFP #2019-050

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal 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: PURPOSE

1.1 The County of Albany is seeking proposals for Certified Nursing Assistant (CNA) Services, as requested by Albany County Residential Health Care Facility.

1.2 It is the intention of Albany County to contract with multiple Contractors who can provide temporary personnel services to supplement the CNA staffing needs of the Albany County Residential Health Care Facility.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on Friday, April 12, 2019, at the following address:

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

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.

2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in
preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by the Albany County Residential Health Care Facility.

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

3.2 Identify your firm’s professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Detail your firm’s experience in providing temporary personnel services for CNAs.

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer 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 Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 The County will contract with multiple Contractors. The Contractors should have the ability to provide CNAs on a seven (7) day a week basis across all three (3) shifts.

4.2 The Proposer shall demonstrate its ability to provide staffing to meet staffing needs for sick calls and no shows, which have not been planned for nor anticipated.

4.3 The Contractor shall ensure that all employees provided to the County will be certified to work in New York State as CNAs. A photocopy of any such certification must be provided to the County prior to the CNAs first scheduled shift.

4.4 The Contractor shall ensure that all employees provided are in good health, have documentation of a physical exam, immunization against Rubella and Rubella and have had PPD testing as per the New York State Department of Health. For CNAs working prior to and during each current influenza season, the Contractor will ensure that documentation of influenza vaccine (if immunized) is provided to the County. If documentation is not received, or the CNA has not been immunized, they will be required to comply with NYSDOH regulations for influenza.

4.5 The Contractor shall provide appropriate background checks for all personnel furnished. Background checks shall, at a minimum, consist of an investigation to determine evidence of criminal history; verification of certification, and a check to find if they have been entered in the New York State Nurse Aid Registry concerning abuse. Such information shall be provided to the facility. The Contractor will be responsible to assure that all employees provided to the County are fingerprinted as per State and Federal Law. The Contractor will be responsible for any fees associated with submission of the fingerprint documents to the NYSDOH per Article 28-E of the Public Health Law and Section 845-b of the Executive Law.

4.6 The Contractor shall provide service on the next normal workday of the County on any orders placed prior to 1:00 P.M.

4.7 The Contractor shall, at a minimum, be available to accept orders between the hours of 9:00 A.M. and 3:00 P.M., seven days a week. In the proposal, each Proposer shall list the hours that it is available to schedule staff.

4.8 The County shall have the right to interview candidates upon initial arrival to determine their qualifications. The qualifications must reflect the position of the specific job title requested.

RFP3
The County may cancel the order if a selected candidate is deficient in the performance of an assignment.

4.9 The County may review Contractor’s selection process and/or candidate resumes.

4.10 The County reserves the right to assign and direct Contractor’s employees as needed.

4.11 The County will contract with multiple Contractors and will proceed to utilize the contracts as follows:
   a. Contact the Contractor with the lowest hourly rate, and utilize that Contractor unless the Contractor is not able to provide CNAs as needed.
   b. If CNAs are unavailable from the lowest cost Contractor, the County will then proceed to the next lowest contractor, and will continue in this manner until the County obtains the services required.

4.12 The working shifts are as follows: 7am-3pm, 3pm-11pm and 11pm-7am. Each CNA will work the eight (8) hour shift with one (1) hour of unpaid time comprised of two (2) fifteen (15) minute breaks and thirty (30) minutes for a meal.

4.13 The County is seeking a blended rate for CNA services that will be for all days and shifts, regardless of the day/shift. There will be no additional charges for holidays or weekends worked.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for three (3) years from the date of a fully executed contract.

5.2 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Detail the fee structure for the Proposal as a blended rate for CNA services that will be for all days and shifts, regardless of the day/shift. There will be no additional charges for holidays or weekends worked.

6.2 Submit a cost proposal for the services described above in Section 4, Scope of Services and on the Cost Proposal Form included herein.

6.3 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County’s evaluation process:
SECTION I:
Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.

Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

SECTION II:
Qualification / Experience - The Qualification / Experience section must address proposer's qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:
References - The References section must include references from similar type projects.

SECTION IV:
Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer's plan to carry out the requested service.

SECTION V:
Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer's plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Residential Health Care Facility. Proposals shall be evaluated based upon the following:

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<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
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</thead>
<tbody>
<tr>
<td>Proposed Rates</td>
<td>50%</td>
</tr>
<tr>
<td>Professional Qualifications and Prior experience in providing the</td>
<td>20%</td>
</tr>
<tr>
<td>requested services</td>
<td></td>
</tr>
<tr>
<td>Quality of the service proposal</td>
<td>15%</td>
</tr>
<tr>
<td>Client References</td>
<td>15%</td>
</tr>
</tbody>
</table>

8.3 Proposals will be examined and evaluated by the Albany County Residential Health Care Facility with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

SECTION 9: NOT IN USE

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals 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

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12.2 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 proposal documents. Questions received less than four (4) days prior to the date of submission of Proposals will not be answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective Proposers shall not approach County employees during the period of this RFP process about any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer 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 Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be returned. Thereafter, that Proposer will be disqualified from making a further or additional proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from the Proposal opening date. After expiration of the irrevocable offer period, if no contract award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the following insurance coverage:

(a) Worker's Compensation and Employer's 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 of insurance 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 or comprehensive all-risk insurance with limits of not less than:

<table>
<thead>
<tr>
<th>Liability For</th>
<th>Combined Single Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Property Damage</td>
<td>$1,000,000</td>
</tr>
<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) **Professional Medical Malpractice Insurance:** A policy or policies with limit of not less than $1,000,000.

15.2 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 insured on all liability and professional medical malpractice policies. **Proposal number must appear on insurance certificate.**

(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.

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

**SECTION 16: REMEDY FOR BREACH**

16.1 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 17: CASH DISCOUNT

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

17.2 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 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: "THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW". Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIDE PRINCIPLES

19.1 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.

19.2 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.
19.3 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.

19.4 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 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBRID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR.

b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation,
to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR’s compliance with this Article.

20.3 TERMINATION

a. Upon the COUNTY’S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 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 22: EXTENSION OF CONTRACTS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

22.1 It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of services from the resulting contract award.

22.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

22.3 All purchases shall be subject to audit by the other political subdivisions for which the purchase was made.

22.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

22.5 Upon request, participating entities must furnish the Contractor with the proper tax exemption certificates or documentation of tax exempt status.

22.6 The sole responsibility in regard to performance of the contract, or any obligation, covenant, condition or term thereunder by the successful Proposer and the participating entities will be borne and is expressly assumed by the successful Proposer and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such contract by a participating entity or the successful Proposer, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized contract.

SECTION 23: INTERPRETATION

RFP12
23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful 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 RFP; 3) the Contractor's proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 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 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 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.

25.2 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.

25.3 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.

25.4 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 26: NOT IN USE

SECTION 27: NOT IN USE

SECTION 28: NOT IN USE
COUNTY OF ALBANY

PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Certified Nursing Assistant (CNA) Services
RFP Number: 2019-050

THIS PROPOSAL 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 Proposer proposes and agrees, if this Proposal 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 Proposal and in accordance with the Contract Documents.

2. Proposer accepts all of the terms and conditions of the Instructions to Proposers, including without limitation those dealing with the Disposition of Proposal Security. This Proposal may remain open for ninety (90) days after the day of Proposal opening. Proposer will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of County’s Notice of Award.

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

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

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>4/2/19</td>
<td>Addendum #1</td>
</tr>
<tr>
<td>4/5/19</td>
<td>Addendum #2</td>
</tr>
</tbody>
</table>

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

(b) Proposer 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 Proposer deems necessary;

CP1
(c) This Proposal 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; Proposer has not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal; PROPOSER has not solicited or induced any person, firm or a corporation to refrain from Proposing; and Proposer has not sought by collusion to obtain for himself any advantage over any other Proposer or over the owner.

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

5. Proposer agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. Proposer 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 Proposal:
   
   (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”)

7. Communication concerning this Proposal shall be addressed to: Horizon
   
   Nancy Goldstein MA RNC
   20 Jerusalem Avenue 3rd Floor
   Hicksville, NY 11801

   Phone: 516-326-2020 x 413

8. Terms used in this Proposal have the meanings assigned to them in the Contract and General Provisions.
COUNTY OF ALBANY
COST PROPOSAL FORM

PROPOSAL IDENTIFICATION:

Title: Certified Nursing Assistant (CNA) Services
RFP Number: 2019-050

<table>
<thead>
<tr>
<th>Shift</th>
<th>Proposed Price Per Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>All</td>
<td>$ 22.00</td>
</tr>
</tbody>
</table>

COMPANY: Horizon Healthcare Staffing
ADDRESS: 20 Jerusalem Avenue - 3rd Floor
CITY, STATE, ZIP: Hicksville, NY 11801
TEL. NO.: 516-326-2020 x 413
FAX NO.: 516-616-0517
FEDERAL TAX ID NO.: 11-3130244
REPRESENTATIVE: Nancy Goldstein MA-RNC
E-MAIL: Nancy @ hhstaff.com
SIGNATURE AND TITLE: Nancy Goldstein MA-RNC - VP
DATE: 04/08/19
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]
Nancy Treasur
Vice President

[Title]
Horizon Healthcare

[Company Name]
Staffing

[Date]
4-8-19
ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF ____________ )
COUNTY OF ____________ ) SS.:  

On this ______ day of ____________, 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.

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

If Corporation:

STATE OF New York )
COUNTY OF Nassau ) SS.:  

On this ______ day of April ____________, 20___, before me personally appeared Nancy Goldstein to me known, who, being by me sworn, did say that he resides at (give address) 769 Shore Drive S. Copaque that he is the (give title) Vice President of the (name of corporation) Horizon Healthcare Staffing which 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.

__________________________
JAMIE JOHNSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01J08313415
Qualified in Nassau County
Commission Expires November 24, 2022

If Partnership:

STATE OF ____________ )
COUNTY OF ____________ ) SS.:  

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:**  
   Horizon Healthcare Staffing  
   Home Care Therapies

3. **IDENTIFICATION NUMBERS:**  
   a) FEIN # 11-3130244  
   b) DUNS #

4. **D/B/A – Doing Business As (if applicable) & COUNTY FIELD:**  
   Horizon Healthcare Staffing

5. **WEBSITE ADDRESS (if applicable):**  
   www.hhstaff.com

6. **ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE:**  
   20 Jerusalem Avenue - 3rd Fl.  
   Hicksville, NY 11801

7. **TELEPHONE NUMBER:**  
   516-326-2020

8. **FAX NUMBER:**  
   516-616-0517

9. **ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE, IF DIFFERENT FROM ABOVE:**

10. **TELEPHONE NUMBER:**
11. **FAX NUMBER:**

12. **AUTHORIZED CONTACT FOR THE QUESTIONNAIRE:**  
   Name: Nancy Goldstein  
   Title: Vice President  
   Telephone Number: 516-326-2020  
   Fax Number: 516-616-0517  
   e-mail: Nancy@hhstaff.com

13. **LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS:**
   a) NAME: David Grossman  
      TITLE: President  
   b) NAME: Fern Cynthia  
      TITLE: Vice President  
   c) NAME: Marc Haber  
      TITLE: Vice President

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 names(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.

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:**
   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.
16. WITHIN THE PAST (3) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDERS(5) (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; □ Yes □ No
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 MacBride 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 Women’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.
□ Yes □ No
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?
□ Yes □ No
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.
□ Yes □ No

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.”
□ Yes □ No

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.
□ Yes □ No
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.
□ Yes □ No
c) Property Tax
Indicate the years the vendor failed to file.
□ Yes □ No

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 OF 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 FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.
□ Yes □ No

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.
□ Yes □ No
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:
   a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;
   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.

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: **New York**

County of: **Nassau**

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: **Horizon Healthcare Staffing**

Address: 20 Jerusalem Avenue

City, State, Zip: Hicksville, NY 11801

Signature of Owner: ___________________________

Printed Name of Signatory: **David Grossman**

Title: **President**

Date: 4th day of **April**, 2019

Sworn before me this ______ day of **April**, 2019.

Notary Public

______________________________

**JAMIE JOHNSON**

NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01106313415
Qualified in Nassau County
Commission Expires November 24, 2022

______________________________

**Nancy Goldstein MA RN C**

Printed Name: **Goldstein**, **Nancy**

Signature: ___________________________

Date: 6/4/2019

______________________________

**JAMIE JOHNSON**

NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01106313415
Qualified in Nassau County
Commission Expires November 24, 2022
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

Title

Date

HORIZON HEALTHCARE STAFFING

Company Name
COUNTY OF ALBANY

CERTIFIED NURSING ASSISTANT (CNA) SERVICES

RFP # 2019-050

ADDENDUM #1

April 2, 2019

The following Addendum No. 1 consisting of two (2) pages (including this cover page) is hereby issued on the 2nd day of April, 2019, in connection with the Request for Proposals # 2019-050 Certified Nursing Assistant (CNA) Services, for the Albany County Residential Health Care Facility.
COUNTY OF ALBANY
RFP #2019-050
CERTIFIED NURSING ASSISTANT (CNA) SERVICES
ADDENDUM #1

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

ITEM #1: How many vendors will be awarded?

RESPONSE #1: As indicated in the RFP, there will be multiple vendors contracted with in order to meet our staffing needs.

ITEM #2: What is the estimated budget for this project?

RESPONSE #2: The budget is not defined but rather will be based on the staffing needs of our facility.

ITEM #3: Is there an incumbent currently working on this project?

RESPONSE #3: Currently, we have three firms that we are under contract with on an emergency basis pending the outcome of the RFP process.

End of Addendum #1
COUNTY OF ALBANY

CERTIFIED NURSING ASSISTANT (CNA) SERVICES

RFP # 2019-050

ADDENDUM #2

April 5, 2019

The following Addendum No. 2 consisting of two (2) pages (including this cover page) is hereby issued on the 5th day of April, 2019, in connection with the Request for Proposals # 2019-050 Certified Nursing Assistant (CNA) Services, for the Albany County Residential Health Care Facility.
COUNTY OF ALBANY

RFP #2019-050
CERTIFIED NURSING ASSISTANT (CNA) SERVICES

ADDENDUM #2

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

ITEM #1: Is this a new service? Please provide me with the Company name and bill rates of the outgoing contractors. How many hours were used last year?

RESPONSE #1: The use of agency staffing is new to our department this year and we currently have three companies working with us on an emergency basis pending the outcome of the RFP process. The firm names are not a factor at this point and the bill rates vary for each firm. The hours that are needed by our facility to meet our staffing considerations also vary dependent upon current employee availability and the infusion of new hires. This is a fluid process whereby supplemental staffing is necessary.

End of Addendum #2
RFP Responses

Horizon Healthcare Staffing is pleased to be able to present our responses to the Request for Proposal being issued by the The County of Albany Residential Health Care Facility for the provision of Certified Nursing Assistants.

Horizon Healthcare Staffing understands that there may be other vendors selected as well. We understand that services will be for Certified Nursing Assistants.

Contractor Responsibilities

Horizon Healthcare Staffing will be able to assist on all orders. We will be able to respond within 24 hours to the particular needs if Certified Nursing Assistants are needed. We are fortunate to be able to have a pool of resources to reserve a resources for per diem coverage as well.

Horizon Healthcare Staffing understands that the Department shall have the right to interview a candidate to determine his/her qualifications. The Department has the right to reject a candidate if the Department determines that candidate is not qualified.

Horizon will provide recent background checks (within 6 months) for each proposed and/or replacement candidate, along with their resume and any other documentation as may be available in the candidate's file.

Horizon Healthcare Staffing understands the job description as stated within the RFP of the requested discipline.

Horizon Healthcare Staffing maintains a file on each Professional Hired, which includes but is not limited to:

- A current Resume, CV or professional profile
- Professional Skills Self Assessment Form
- Two Forms of ID (Once reviewed copied and placed in separate envelope for security and confidentiality)
- Criminal Background Check
- All Testing (MS Programs, Including but not limited to Word, Excel, Power Point, Excel and Outlook
- A Current, Annual Physical, which includes Medical Clearance to work and PPD o, Chest X-Ray or Quantiferon
- Titres for Measles, Mumps, Rubella and Varicella and Hepatitis
- Two Professional References from Supervisors in their area of expertise
Customer Service

Excellent service is the key to success. Our in-house personnel are expected to be courteous, knowledgeable, and efficient in every situation. At Horizon we maintain the highest quality Customer service to handle all customers including but not limited to demanding customer service challenges of all types.

At Horizon we train each of our in-house personnel and our staff who goes out on assignments how to:

- Create superior levels of customer satisfaction
- Ensure repeat business
- Put the customer first and at the heart of your organization
- Inspire loyalty with new and existing customers
- Uncover obstacles preventing a higher level of customer service
- Provide better customer service using telephone, email, and face-to-face communication
- Create and Discover new ways to overcome service obstacles
- Implement techniques to ensure service excellence and increase customer loyalty
- Focus service providers efforts to achieve the results most important to the customer

If at any time questions and/or issues need to be discussed with the Department, Horizon Healthcare Staffing's procedure is designed to motivate the interpersonal communication skills. Each staff member is polished and has excellent professional characteristics/skills. Whether the staff is communicating with supervisors, coworkers, customers, vendors, or peers, using effective communication is essential to a successful ongoing relationship. This communication method helps our staff communicates and influences the perceptions of others in virtually all business and personal interactions.

From time to time some people may need to improve their oral or written communication for more clear and concise business communication. Horizon Healthcare Staffing takes these issues very seriously. We act on these issues immediately and communicate with the staff involved and document the issues. If the issues are not immediately resolved an immediate replacement will be offered. If any issues occur with our in-house personnel, we will replace that individual with another staff member.
for this contract assignment. Horizon has a zero tolerance policy for substandard customer service.

Horizon Healthcare Staffing is confident to be able to offer reliable and highly qualified professional resources to all the Department.

**Recruitment of Staff**

Horizon Healthcare Staffing and their sister companies overall employs 70 internal staff to meet our clients' service requirements, including ten (10) internal staff members in our Hicksville Office for Certified Nursing Assistants specifically for Hospital Based placements. The experience levels range from 2 years to over 25 years. This will also offer a high level of productivity toward this significant project.

Horizon Healthcare Staffing's internal staff on and ongoing effort continues their recruitment efforts to add to our active roster. Each Horizon Employee are personally screened, credentialed, verification of references and education, given a Criminal Background Check, are Medical Cleared. In addition to the thorough screening process we obtain and prompt each nurse for appropriate and accurate availability for orientation and work hours before being offered to the department. We are pleased to have a pool of Certified Nursing Assistants that the Department may choose from base on the needs and volume of work.

We recognize the time sensitive issues that can arise, which is why our supervisors and coordinators are on call 24 hours a day 7 days a week. In addition to the confirmation of the staff for the assignments, we take pride to have an ongoing recruitment effort for additional resources to build on and exceed the clients' expectations. We fully understand that the needs of the clients are unique and we are dedicated to provide the Department the highest standard of personnel available.

**Orientation of Staff**

Horizon Healthcare Staffing's Division together brings over 100 years of recruiting and retention experience to the Team. Their knowledge and contacts allow them to accurately assess the needs of the clients and place the most qualified individuals within the organization. We attend all the local job fairs, we advertise in trade publications and we receive numerous referrals through word of mouth, encouraged my means of a bonus to the referring staff member, for each successful candidate, as our way of extending our gratitude to our loyal staff members. Our reputation is that of a firm which is committed to the delivery of excellent and competent Staff
(i.e. Medical Staffing) and as a result Horizon is able to retain some of the most qualified Professionals in the region.

During the one on one interview with our staff, we establish expectations and parameters for which our resources are fully responsible to uphold. As a representative of Horizon, our staff conducts themselves with nothing less than the utmost professionalism and renders nothing less than exceptional work. We further ascertain commitment, competence and a level of skill reliability as well as a high degree of professionalism though the references we obtain.

We fully orient each employee on the specific details of the facility. We will be an adjunct to the Department and join forced to create a seamless process to get the Resource prepared to start for the scheduled orientation. We will also assist in the clear understanding including but not limited to an accurate and reliable schedule on a consistent basis, maintain the schedules and availabilities and track/confirm the timekeeper as well as the productivity levels with the team at the Department. Our overall approach is our best success!

Facility specific in-services are given to each employee, prior to the start of the facility introduction. A sign off sheet to confirm receipt and understanding of facility specific in service is maintained in the personnel file of each employee. Company guidelines, policies and procedures of each client are adheres to and endorsed.

Supervisory Personnel

In order to provide and ensure seamless service and consistency, effective communications between Horizon Healthcare Staffing and the Department, the following persons shall be named as designated contacts for the facility. The primary contact as it related to the contract and fulfilling scheduling needs is Nancy Goldstein MA RNC, Vice President. She will oversee the execution of the terms of the contract for the Department for Services. Horizon Healthcare Staffing is thrilled to have Ms. Goldstein as an addition to our staff. She joins Horizon Healthcare Staffing with over 30 years of Experience herself and 18 years of experience placing Resource within Major Medical Centers throughout New Jersey and New York.

Ms. Goldstein has resources on the team who will be responsible for the recruitment, processing and quality assurance of each Professional.

Ms. Goldstein at Horizon Healthcare Staffing will Contact those who are assigned for the Department for supervising the staff during the gear-up and transitional period. Horizon Healthcare Staffing are on call 24 hours to address any issues with personnel as they arise.
Ms. Goldstein is primarily responsible for the in house monitoring and preparation of the personnel. This expertise is to provide communication and ongoing status report updates of each employee. The status reports allow the team the opportunity to learn of which professional is available. We are also responsible to notify the Supervisory Team of the initial employee satisfaction.

During the contract term, Horizon Healthcare Staffing will orchestrate and schedule any staff that needs to be commended or redirected with their/about their performances. She will also assist with the scheduling of any staff that needs to address corrections with their work if needed. This information is reported to the Management Team on a Daily Basis. We also will schedule weekly employee reviews within the office to generate reports. These reports include the efforts which are available to the Department. These reports are completed and forwarded to the team at the Department by the Supervisor Team. As Accepted, Horizon would like to deliver these reports weekly, during a personal visit. This will allow the Department to note Horizon Healthcare Staffing efforts in tracking, managing and maintaining the Professionals.

Our Staff

Horizon Healthcare Staffing offer seasoned personnel who will be the key members of the New York Horizon Healthcare Staffing Team. Together they bring over 100 years of recruiting and retention experience to the Organization. Their knowledge and contacts allow them to accurately assess the needs of the clients and place the most qualified individuals within the organization.

We would like to introduce you to some of our key players:

Nancy Goldstein MA, RNC

Nancy has been involved with healthcare and business arenas since 1983. She is a Nurse and excellent leader. She takes the reigns of any project and makes it a success. Since 1999, Nancy has been working in the staffing industry. Her specialty is to recruit and fill vacancies for large Federal, State and Department Contracts for all levels of personnel. Her success rate for placements is impeccable. Customer service is her number one priority. Throughout her career she has seen instrumental success by building strong teams internally and knowing her people externally; providing exceptional customer service, leadership, motivation, training, and mentorship. She sets the bar high and has a do whatever it takes attitude to get to the next level.

Nancy has years and years of business proficiency and client relation skills. While also a seasoned recruiter, she successfully manages the Healthcare staffing relationships on Long Island, NYC and expanding through the Tristate Areas.
Her outstanding insight in understanding the client's needs has facilitated the development of new and existing business relationships.

Nancy is the primary contact for this RFP (917-991-6197).

Lauren Nercessian, Giselle Pineda, Jennifer Buruca, Katie Myron, Dawn Santangelo, Jeanne Dundon, Paige Corkins, and Elan Chervony

With years and years of combined recruiting experience in Healthcare and Administrative Support Staffing, the staff have proven to be a successful results-oriented professional with consultative skills guiding hiring leaders in making informed decisions about sourcing, recruiting, strategy and diversity. Their strengths are forming and maintaining relationships, providing solutions, conflict resolution and understanding both the client and candidates needs.

The staff's tenure with Horizon Healthcare Staffing ranges from 1-10 years, The team works along with Nancy Goldstein for business development, marketing, advertising, profit and loss, budgeting, forecasting as well as full lifecycle recruitment. Additionally, Nancy is responsible for hiring, managing, training, mentoring and coaching her recruitment staff to enhance proficiency across the entire team.

Nancy appointed Lauren Nercessian to manage the QA Credentialing in our New York Office. She possesses the vital skills of professionalism, outstanding communication, and attention to detail, that are essential to attending to the staffing needs of a various and diverse client base as well as those of our clients. In addition, Lauren warrants all necessary credentials and documentation are received and maintained for the resource professionals.

The Horizon "Aute Care Team" Team have a combined technical staffing experience of over 100 years.

Identifying Resources

We attend all the local job fairs, we advertise in trade publications and we receive numerous referrals through word of mouth, encouraged my means of a bonus to the referring staff member, for each successful candidate, as our way of extending our gratitude to our loyal staff members. Our reputation is that of a firm which is committed to the delivery of excellent and competent Staff and as a result Horizon is able to retain some of the most qualified Professionals in the region.

During the one on one interview with our staff, we establish expectations and parameters for which our Competent Staff are fully responsible to uphold. As a
representative of Horizon, our staff conducts themselves with nothing less than the utmost professionalism and renders nothing less than exceptional work. We further ascertain commitment, competence and a level of skill reliability as well as a high degree of professionalism though the references we obtain.

We fully orient each employee on the specific details of the facility. We will be an adjunct to your team and join forced to create a seamless process to get the competent Staff prepared to start for any scheduled orientation. We will also assist in the clear understanding including but not limited to an accurate and reliable schedule on a consistent basis, maintain the schedules and availabilities and track/confirm the timekeeper as well as the productivity levels with your team. Our overall approach is our best success!

Facility specific in-services are given to each employee, prior to the start of the facility introduction. A sign off sheet to confirm receipt and understanding of facility specific in service is maintained in the personnel file of each employee. Company guidelines, policies and procedures of each client are adheres to and endorsed.

Horizon Healthcare Staffing customer satisfaction is a direct result of our strict management of each project and contract. We take pride on our success and feel that Horizon and The Department would make a great team.

Customer Service Training

Excellent service is the key to success. Our in-house personnel are expected to be courteous, knowledgeable, and efficient in every situation. At Horizon we maintain the highest quality Customer service to handle all customers including but not limited to demanding customer service challenges of all types.

At Horizon we train each of our in-house personnel and our staff who goes out on assignments how to:

- Create superior levels of customer satisfaction
- Ensure repeat business
- Put the customer first and at the heart of your organization
- Inspire loyalty with new and existing customers
- Uncover obstacles preventing a higher level of customer service
- Provide better customer service using telephone, email, and face-to-face communication

20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801, Tel. (516) 326-2020 Fax. (516) 358-7133
- Create and Discover new ways to overcome service obstacles
- Implement techniques to ensure service excellence and increase customer loyalty
- Focus service providers efforts to achieve the results most important to the customer

If at any time questions and/or issues need to be discussed with the inpatient and same day surgery/same day medical records departments, Horizon Healthcare Staffing procedure is designed to motivate the interpersonal communication skills. Each staff member is polished and has excellent professional characteristics/skills. Whether the staff is communicating with supervisors, coworkers, customers, vendors, or peers, using effective communication is essential to a successful ongoing relationship. This communication method helps our staff communicates and influences the perceptions of others in virtually all business and personal interactions.

From time to time some people may need to improve their oral or written communication for more clear and concise business communication. Horizon Healthcare Staffing takes these issues very seriously. We act on these issues immediately and communicate with the staff involved and document the issues. If the issues are not immediately resolved an immediate replacement will be offered to the program. If any issues occur with our in-house personnel, we will replace that individual with another staff member for this contract assignment. Horizon has a zero tolerance policy for substandard customer service.
Projected Employment Needs

Horizon Healthcare Staffing is geared up and prepared for the efforts required for the Department. At Horizon we train each of our in-house personnel and our staff who goes out on assignments knows how to:

- Create superior levels of customer satisfaction
- Ensure repeat business
- Put the customer first and at the heart of your organization
- Inspire loyalty with new and existing customers
- Uncover obstacles preventing a higher level of customer service
- Provide better customer service using telephone, email, and face-to-face communication
- Create and Discover new ways to overcome service obstacles
- Implement techniques to ensure service excellence and increase customer loyalty
- Focus service providers efforts to achieve the results most important to the customer

If at any time questions and/or issues need to be discussed with the process/candidates, Horizon Healthcare Staffing procedure is designed to motivate the interpersonal communication skills. Each staff member is polished and has excellent professional characteristics/skills. Whether the staff is communicating with supervisors, coworkers, customers, vendors, or peers, using effective communication is essential to a successful ongoing relationship. This communication method help our staff communicates and influences the perceptions of others in virtually all business and personal interactions.

From time to time some people may need to improve their oral or written communication for more clear and concise communication. Horizon Healthcare Staffing takes these issues very seriously. We act on these issues immediately and communicate with the staff involved and document the issues. If the issues are not immediately resolved an immediate replacement will be offered to the State of New Jersey. If any issues occurred with our in-house personnel, we will replace that individual with another staff member for this contract no questions asked. Horizon Healthcare Staffing has a zero tolerance policy for substandard clinical/customer care.
Technical Services Requirements

Horizon Healthcare Staffing has developed an outstanding reputation servicing large healthcare systems; governmental agencies, public and private school districts, certified home care agencies and private corporations. Many of our major clients require that our Certified Nursing Assistants applicants possess a minimum of a Bachelor Degree, or Associate or Diploma Degree with relevant experience.

As a result of this experience, Horizon Healthcare Staffing has developed a deep pool of employees as well as prospective candidates whose clinical skills and experience can meet the needs listed as requirements in this RFP.

Prior to employing any Certified Nursing Assistants professional working for us, Horizon utilizes the following recruiting and registration protocol:

- Each candidate must come to our New York office for a personal interview and to complete the registration process.
- Our recruiters interview the candidate.
- At the time the interview is confirmed, the candidate is asked to bring these original documents to the interview:
  - License and registration
  - 2 forms of ID
  - 2 references
  - Current resume
  - Current health assessment including documentation of immunizations, titers and PPD results. For a positive PPD, we require a chest X-ray done in the past 2 years.
  - Drug screen results

In addition to being electronically scanned and stored in our computer database, copies of these documents are maintained in a secure cabinet in our office that is readily accessible to key staff members. A software program installed on the coordinators' computers prevents the scheduling of any candidate whose license and any certification required for the assignment is expired. The program is designed to alert the schedulers to a license or certification that is due to expire up to 90 days prior to the expiration date.

While the candidate is in our office, a background check is performed. Documentation of this inquiry is maintained in the candidate's file. The candidate is asked to complete an application package and a skills checklist in the area of the candidate's expertise is
also completed at this time. Additionally, a staff member reviews the protocols with the candidate and they are provided with a Horizon Healthcare Staffing photo ID badge.

Our seasoned staff fully understands the requirements and nuances of providing supplemental staffing to facilities and clinics such as those represented in this Request for Proposal. Many of our field candidates have worked in similar venues for a number of years and are proficient in this area of practice.

We have the ability to provide the Department with replacement professional personnel as needed if the staff placed is found to be unsatisfactory for any reason.

Since the nature of our business is temporary staffing, Horizon Healthcare Staffing has established a staggered workday for its staffing coordinators. Our phones are covered in person from 7 am to 7 pm Monday through Friday. After hours and on weekends and holidays, our clients may avail themselves of our 24-hour on call number that is answered by a member of our regular staff.

List of Subcontractors

Horizon Healthcare Staffing will be able to service this relationship without difficulty. We will able to complete all the responsibilities of this RFP without the use of subcontractor services.
Projected Employment Needs

Horizon Healthcare Staffing is geared up and prepared for the efforts required for the Department. This department is staffed with 6 Recruiters/Schedulers and 2 Managers. At Horizon we train each of our in-house personnel and our staff who goes out on assignments knows how to:

- Create superior levels of customer satisfaction
- Ensure repeat business
- Put the customer first and at the heart of your organization
- Inspire loyalty with new and existing customers
- Uncover obstacles preventing a higher level of customer service
- Provide better customer service using telephone, email, and face-to-face communication
- Create and Discover new ways to overcome service obstacles
- Implement techniques to ensure service excellence and increase customer loyalty
- Focus service providers efforts to achieve the results most important to the customer

If at any time questions and/or issues need to be discussed with the process/candidates, Horizon Healthcare Staffing procedure is designed to motivate the interpersonal communication skills. Each staff member is polished and has excellent professional characteristics/skills. Whether the staff is communicating with supervisors, coworkers, customers, vendors, or peers, using effective communication is essential to a successful ongoing relationship. This communication method help our staff communicates and influences the perceptions of others in virtually all business and personal interactions.

From time to time some people may need to improve their oral or written communication for more clear and concise communication. Horizon Healthcare Staffing takes these issues very seriously. We act on these issues immediately and communicate with the staff involved and document the issues. If the issues are not immediately resolved an immediate replacement will be offered to the Department. If any issues occurred with our in-house personnel, we will replace that individual with another staff member for this
contract no questions asked. Horizon Healthcare Staffing has a zero tolerance policy for substandard clinical/customer care.

Proposal Approach

Horizon Healthcare Staffing works with two distinct databases for the organization of our resources. Vivid Care and RMS (Record Management System) systems allow us to organize each Professional in alphabetical order. We are able to search for our fully-credentialed staff by name, title, address, town, Department and discipline. Even by the assignments/clinic they worked in. We are able to add their credentials via a scanned mechanism for confidentiality. Each of their records is also in hard copy as needed in a locked file room. All communication and entries are placed in the system to keep a record of status of each person available and presently working by client. The scheduling piece of the software is a highly advanced mechanism. This software offers the scheduler to book the shifts on the system and at the same time it cross references it and it is documented under the client’s location’s schedules for each work location. Horizon believes the most effective way to successfully service the needs of this RFP is to continually recruit and maintain a large pool of qualified professional interested in working in the settings described and at the specific locations listed in the RFP. Our Healthcare Division currently maintains and updates a database of over 5000 Professionals and an additional 55,000 Healthcare Professionals in the Metropolitan Area. In addition, Horizon continually recruits new Professionals utilizing a multi-faceted approach including targeted advertisements in major newspapers, journals, online sources such as Monster and Career builder, as well as participating in all major job fairs held in the Metropolitan Area.

In order to service the needs of this RFP and quickly source personnel to fill open assignments we “code” each candidate in our computer system by area of expertise, interest, desired geographic work location, language(s) spoken and selected availability (short term per diem, part-time, full-time, long-term per diem). We also maintain an email database of both employed and prospective employees so that we can electronically recruit personnel and quickly contact existing employees to make them aware of new opportunities. Since Horizon’s goal is to fill staffing requests within the shortest possible time frame, upon notification of an opening, our recruiters immediately begin working on filling the request by phoning and “email blasting” all the candidates whose capabilities match the need.

Once a Professional is confirmed for an assignment, the facility is notified and given the Candidates pertinent details. This process is repeated until all staffing needs are filled. It is Horizon Healthcare Staffing’s practice to give candidates as much lead-time as possible. During the initial conversation with the candidate, the staffing coordinators ascertain the staff’s understanding of the assignment and required time frame, describe
the assignment in detail and provide directions to the location. The staff is instructed on how the facility wishes to manage time slips, appropriate dress code and how to communicate with the facility's contact person.

To efficiently service the needs of this RFP, each staff qualified and oriented for the Department will be separately computer-coded for more expeditious sourcing. We will query and separately code those staff that express interest in and are available for long-term assignments at the Department. Horizon regularly recruits resources for long-term assignments for other large clients and is well prepared to secure staff for long-term assignments if called upon to service the needs of this RFP.

Q1 Plan

Horizon Healthcare Staffing’s goals and objectives are to ensure prompt availability of proficient professional staff on a per diem, part-time, as needed or permanent basis. In order to meet our clients’ diverse needs, Horizon employs professional staff in the entire metropolitan area.

Horizon Healthcare Staffing has developed an outstanding reputation servicing large healthcare systems, governmental agencies, public and private school districts, certified home care agencies and private corporations. Many of our major clients require that our applicants possess at least two (2) years of clinically relevant experience.

As a result of this experience, Horizon Healthcare Staffing has developed a deep pool of employees as well as prospective candidates whose clinical skills and experience can meet the needs listed as requirements in this RFP.

Prior to employing any professional working for us, Horizon utilizes the following recruiting and registration protocol:

- Each candidate must come to our Office (for a personal interview and to complete the registration process. (If they cannot get to us, we will go to them!)  
- The candidate is interviewed by our recruiters.  
- At the time the interview is confirmed, the candidate is asked to bring these original documents to the interview:
  - License and registration  
  - 2 forms of ID  
  - 2 references  
  - Current resume
Current health assessment including documentation of immunizations, titers and PPD results. For a positive PPD, we require a chest X-ray done in the past 2 years.

Drug screen results

In addition to being electronically scanned and stored in our computer database, copies of these documents are maintained in a secure cabinet in our office that is readily accessible to key staff members. A software program installed on the coordinators' computers prevents the scheduling of any candidate whose license and any certification required for the assignment is expired. The program is designed to alert the schedulers to a license or certification that is due to expire up to 90 days prior to the expiration date.

While the candidate is in our office, a background check is performed and his/her license is verified through the Office of Professions. Documentation of this inquiry is maintained in the candidate's file. The candidate is asked to complete an application package and a skills checklist in the area of the candidate's clinical expertise is also completed at this time. Additionally, a staff member reviews the mandates with the candidate including fire and safety, infection control and HIPAA guidelines. Each candidate is provided with a Horizon Healthcare Staffing photo ID badge.

Our seasoned staff fully understands the requirements and nuances of providing supplemental staffing to facilities and clinics such as those represented in this Request for Proposal. Many of our field candidates have worked in similar venues for a number of years and are proficient in this area of practice.

We have the ability to provide the Department with replacement professional personnel as needed if the staff placed is found to be unsatisfactory for any reason.

Since the nature of our business is temporary staffing, Horizon Healthcare Staffing has established a staggered workday for its staffing coordinators. Our phones are covered in person from 7 am to 7 pm Monday through Friday. After hours and on weekends and holidays, our clients may avail themselves of our 24-hour on call number that is answered by a member of our regular staff.

Please note that the above key staff members will be available for the duration of this project.
Reporting Process

Because of its extensive experience with the Governmental agencies, Horizon has the ability to submit timely reports conveniently presented in a spreadsheet to capture the following data points:

- Number of staffing requests received per day/week/month
- Number of requests filled per day
- Percentage of positions filled
- Number of hours worked by each candidate, including punctuality
- Turn-around time in filling staffing requests

Performance Outcome Measures

During the course of the project, Horizon’s performance may be measured in the following ways:

- Actual number of assignments called in vs. filled within the following lead times:
  
  2-12 hours - before the assignment start time
  
  12-24 hours -
  
  24-48 hours -
  
  Over 48 hours -

- Reliability of staff – punctuality (on time performance)
- Time slip accuracy and timely submission
- The above information will be recorded on a spreadsheet for transmission to the Departmentas required

Financial Disincentives

Staff recruited for this project will be advised of the potential financial disincentives for our company. To limit our potential liability, Horizon will:

- Thoroughly orient candidate to the importance of their commitment, especially with regard to reliability and punctuality
- Continue to recruit candidate for this project to ensure a flow of available staff and back-up coverage
- Advise candidate of our company’s zero tolerance for “no show, no call” and lateness. Candidate’s exhibiting any of this behavior will be removed from our roster after the first transgression
- Maintain a roster of Do Not Call candidate to minimize the use of sub-optimal personnel
Qualification and Experience of Personnel

Horizon Healthcare Staffing has provided resumes of the account manager and other key staff who will be assigned to this account.

Nancy Goldstein is the Vice President of Sales/Marketing at Horizon. Nancy will be the Project Director for this RFP. Nancy joined Horizon in the beginning of 2010. She is a Registered Nurse and brings with her over twenty years of Management and Recruitment. She has worked with organizations within the Disciplines and placed personnel all areas within the industry.

Nancy Goldstein has a TEAM of resources/persons on this project. They have brought a wealth of knowledge and clinical recruitment experience to process Temporary/Long Term Contracts and Permanent Placements. They have worked within the industry for many years and are polished, professional and detail oriented. The team has a combination of over 100 years of success with locating and placing Personnel. They have been actively involved in placing professional in New York for clients on long term or contract basis since the inception at Horizon Healthcare Staffing. The resources available to the recruiters who will be involved in the RFP are vast. Horizon Healthcare Staffing is the vendor of choice for any and all specialty healthcare placements.

Horizon Healthcare Staffing has recent experience with a private for Specialty Positions. Our Search Engines/Databases and Recruitment Techniques allow us to find any candidate within any specialty, anytime!

There will be no temporary personnel involved in this project.

There will be no subcontractors involved in this project.

Financial Viability

Financial Statements

Please see attached financials for Horizon family of companies.

Indebtedness to Department, Liens, and Litigation

Horizon has no outstanding debt, lien, litigation with any organization. Horizon has no criminal convictions or judgements. We are not under any investigations.
Statement Regarding Bankruptcy

Horizon has not presently nor ever had any Bankruptcy issues

Conflicts of Interest and/or Potential Conflicts of Interest

Relationships with Third Parties

Horizon Healthcare Staffing is able to disclose to the Department that there is no existence of any interest, contractually or otherwise, ongoing or previously with any companies or individuals with whom the Department does business with respect to the services required by this RFP.

Relationships with Third Parties

Horizon Healthcare Staffing is able to disclose to the Department that there is no existence of any interest, contractually or otherwise, ongoing or previously with any companies or individuals with any Department agency or employee. We are aware that this duty continues for as long as we are retained on behalf of the Department or its employees.

List of Subcontractors

Horizon Healthcare Staffing will be able to service this relationship without difficulty. We will be able to complete all the responsibilities of this RFP without the use of subcontractor services.
Owner Disclosure

Officers

David Grossman
138 Turtle Cove Lane
Huntington, New York 11743
DOB: 032360

President 25%

Arthur Banks
6 Doti Court
Huntington, New York 11743
DOB: 072360

Senior VP, Secy 25%

Fern Ginder
49104 Silver Birch Lane
Plainview, NY 11803
DOB: 022053

VP, Treasurer 25%

Marc Haber
102-10 66th Road
Forest Hills, New York 11375
DOB: 020955

VP, Asst. Secy 25%
Bidder Responsibility

Horizon Healthcare Staffing assumes sole responsibility for the complete effort required in this RFP.

Joint Venture

Horizon Healthcare Staffing will not be in any partnership or relationship with any other party/organization if chosen to be a vendor with The County of Albany Residential Health Care Facility.

HIPAA Compliance

We understand this relationship involves access to protected health information that is considered protected pursuant to federal, state and/or local laws and regulations in accordance with the privacy requirements of the Health Insurance Portability and Accountability Act of 1996. Horizon Healthcare Staffing is fluent with HIPAA Compliance and understands New York State Regulations. We are willing to complete a Business Associate Agreement, if applicable.

Insurance

Horizon will provide all the appropriate coverage and will name Stony Brook University Medical Center as a certificate holder.
Business Summary

At Horizon we train each of our in-house personnel and any staff who are on assignments to:

- Create superior levels of customer satisfaction
- Ensure repeat business
- Put the customer first and at the heart of your organization
- Inspire loyalty with new and existing customers
- Uncover obstacles preventing a higher level of customer service
- Provide better customer service using telephone, email, and face-to-face communication
- Create and Discover new ways to overcome service obstacles
- Implement techniques to ensure service excellence and increase customer loyalty
- Focus service providers efforts to achieve the results most important to the customer

If at any time questions and/or issues need to be discussed with the process/candidates, Horizon Healthcare Staffing's procedure is designed to motivate the interpersonal communication skills. Each staff member is polished and has excellent professional characteristics/skills. Whether the staff is communicating with supervisors, coworkers, customers, vendors, or peers, using effective communication is essential to a successful ongoing relationship. This communication method help our staff communicates and influences the perceptions of others in virtually all business and personal interactions.

From time to time some people may need to improve their oral or written communication for more clear and concise communication. Horizon Healthcare Staffing takes these issues very seriously. We act on these issues immediately and communicate with the staff involved and document the issues. If the issues are not immediately resolved an immediate replacement will be offered to you. If any issues

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occurred with our in-house personnel, we will replace that individual with another staff member for this contract no questions asked. Horizon Healthcare Staffing has a zero tolerance policy for substandard customer care.

Horizon Healthcare Staffing works with two distinct databases for the organization of our resources. Vivid Care and RMS (Record Management System) systems allow us to organize each staff member in alphabetical order. We are able to search for our fully-credentialed staff by name, title, address, town, county and discipline. Even by the assignments/clinic they worked in. We are able to add their credentials via a scanned mechanism for confidentiality. Each of their records is also in hard copy as needed in a locked file room. All communication and entries are placed in the system to keep a record of status of each person available and presently working by client. The scheduling piece of the software is a highly advanced mechanism. This software offers the scheduler to book the shifts on the system and at the same time it cross references it and it is documented under the client’s location’s schedules for each work location. Horizon believes the most effective way to successfully service the needs of the client is to continually recruit and maintain a large pool of qualified professionals. Our Divisions currently maintains and updates a database of over 75,000 Professionals in the New York, New Jersey, Pennsylvania and Connecticut Areas. In addition, Horizon continually recruits new Professionals utilizing a multi-faceted approach including targeted advertisements in major newspapers, journals, online sources such as Monster and Career builder, as well as participating in all major job fairs held in the Metropolitan Area.

In order to service the needs of the clients and quickly source personnel to fill open assignments we “code” each candidate in our computer system by area of expertise, interest, desired geographic work location, language(s) spoken and selected availability (short term per diem, part-time, full-time, long-term per diem). We also maintain an email database of both employed and prospective employees so that we can electronically recruit personnel and quickly contact existing employees to make them aware of new opportunities. Since Horizon’s goal is to fill staffing requests within the shortest possible time frame, upon notification of an opening, our recruiters immediately begin working on filling the request by phoning and “email blasting” all the candidates whose capabilities match the need.
Once a Professional is confirmed for an assignment, the facility is notified and given the Candidates pertinent details. This process is repeated until all staffing needs are filled. It is Horizon Healthcare Staffing’s practice to give candidates as much lead-time as possible. During the initial conversation with the candidate, the staffing coordinators ascertain the staff’s understanding of the assignment and required time frame, describe the assignment in detail and provide directions to the location. The staff is instructed on how the facility wishes to manage time slips, appropriate dress code and how to communicate with the facility’s contact person.

To efficiently service the needs of the client, each staff qualified and oriented will be separately computer-coded for more expeditious sourcing. We will query and separately code those staff that express interest in and are available for long-term assignments. Horizon regularly recruits for long-term assignments for clients and is well prepared to secure staff for any long-term assignments if called upon to service by you.

QI Plan

Horizon Healthcare Staffing's goals and objectives are to ensure prompt availability of proficient professional personnel staff on a per diem, part-time, as needed or permanent basis. In order to meet our clients' diverse needs, Horizon employs professional staff in the Metropolitan Area.

Horizon Healthcare Staffing has developed an outstanding reputation servicing large healthcare systems, governmental agencies, public and private school districts, certified home care agencies and private corporations. Many of our major clients appreciate our outstanding service history for almost 25 years in the industry.

As a result of this experience, Horizon Healthcare Staffing has developed a deep pool of employees as well as prospective candidates whose skills and experience can meet your needs.

Prior to employing any professional working for us, Horizon utilizes the following recruiting and registration protocol:

20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801, Tel. (516) 326-2020 Fax. (516) 616-0517
• Each candidate must come to our Nassau County (Hicksville)/Monmouth County (Manalapan) office(s) for a personal interview and to complete the registration process. If the client requests, we will come to their location.
• The candidate is interviewed by our recruiters.
• At the time the interview is confirmed, the candidate is asked to bring these original documents to the interview:
  o License and registration
  o 2 forms of ID
  o 2 references
  o Current resume
  o Current health assessment including documentation of immunizations, titers and PPD results. For a positive PPD, we require a chest X-ray done in the past 2 years.
  o Drug screen results

In addition to being electronically scanned and stored in our computer database, copies of these documents are maintained in a secure cabinet in our office that is readily accessible to key staff members. A software program installed on the coordinators' computers prevents the scheduling of any candidate whose documents and any certification required for the assignment is expired. The program is designed to alert the schedulers to a license or certification that is due to expire up to 90 days prior to the expiration date.

While the candidate is in our office, a background check is performed. Documentation of this inquiry is maintained in the candidate's file. The candidate is asked to complete an application package and a skills checklist in the area of the candidate's expertise is also completed at this time. Additionally, a staff member reviews the mandatories with the candidate including fire and safety, infection control and HIPAA guidelines. Each candidate is provided with a Horizon Healthcare Staffing photo ID badge.

Our seasoned staff fully understands the requirements and nuances of providing supplemental staffing to facilities and clinics. Many of our field candidates have worked in similar venues for a number of years and are proficient in this area of practice.

20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801, Tel. (516) 328-2020 Fax. (516) 616-0517
We have the ability to provide you with replacement professional personnel as needed if the staff placed is found to be unsatisfactory for any reason.

Since the nature of our business is temporary staffing, Horizon Healthcare Staffing has established a staggered workday for its staffing coordinators. Our phones are covered in person from 7 am to 7 pm Monday through Friday. After hours and on weekends and holidays, our clients may avail themselves of our 24-hour on call number that is answered by a member of our regular staff.

**Monthly Reporting Process**

Because of its extensive experience with the Governmental agencies, Horizon has the ability to submit timely reports conveniently presented in a spreadsheet to capture the following data points:

- Number of staffing requests received per day/week/month
- Number of requests filled per day
- Percentage of positions filled
- Number of hours worked by each candidate, including punctuality
- Turn-around time in filling staffing requests

**Performance Outcome Measures**

During the course of the project, Horizon’s performance may be measured in the following ways:

- Actual number of assignments called in vs. filled within the following lead times:
  - 2-12 hours - before the assignment start time
  - 12-24 hours -
  - 24-48 hours -
  - Over 48 hours -

- Reliability of staff – punctuality (on time performance)
- Time slip accuracy and timely submission
- The above information will be recorded on a spreadsheet for transmission to the County as required

20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801, Tel. (516) 326-2020 Fax. (516) 616-0517
Financial Disincentives

Staff recruited for this project will be advised of the potential financial disincentives for our company. To limit our potential liability, Horizon will:

- Thoroughly orient candidate to the importance of their commitment, especially with regard to reliability and punctuality
- Continue to recruit candidate for this project to ensure a flow of available staff and back-up coverage
- Advise candidate of our company’s zero tolerance for “no show, no call” and lateness. Candidate’s exhibiting any of this behavior will be removed from our roster after the first transgression
- Maintain a roster of Do Not Call candidate to minimize the use of sub-optimal personnel
References

County Contracts

Suffolk County Department of Health Services
3500 Sunrise Highway, Suite 124, PO Box 9006, Great River, New York 11739-9006
Phone Number (631) 854-0113  Fax Number (631) 854-0116
Contract # 6122956-tp
September 1, 2007 through Present
Temporary Health Care Professional Staffing Services For the Department of Health Services (RN, LPN, CNA and More)
Just received the award for continuing services - New Contract Number Pending
Brooke Deere
brooke.deere@suffolkcountyny.gov

Nassau University Medical Center
2201 Hempstead Turnpike
East Meadow, New York 11554
Vera McDowell 516-572-6244
vmcdowell@numc.edu
Adrienne McIntosh, 516-572-0080
Contract Number: BPNC 2009-1462
October 1, 2009 - Ongoing
Physician Assistant Services
amcintosh@numc.edu

Kathy Skarca, Chief Nursing Officer 516-572-6244
kskarka@numc.edu
Dr Karen McGlynn 516-572-6244
kmcglynn@numc.edu
Contract Number BPNC 2010-1561
June 1, 2010 – Ongoing
Nursing Services (RN/LPN/CNA)

Kent Kessler, Associate Director, Human Resources
Contract Number BPNC 2010-1573
June 28, 2010 – Ongoing
Pharmacist
kkessler@numc.edu

20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801, Tel. (516) 326-2020 Fax. (516) 358-7133
City Contracts

New York City Health and Hospitals
See below key players and contacts
(Contract Throught MedAssets/Vizient Inc)
Elmhurst Hospital Center, Elmhurst, New York
Bellevue Hospital Center, New York, New York
Jacobi Medical Center, Bronx, New York
North Central Bronx Hospital, Bronx, New York
Queens Hospital Center, Jamaica, New York
Woodhull Medical Center, New York, New York
Gouverneur Hospital, New York, New York
Harlem Hospital Center, New York, New York
King County Medical Center, Brooklyn, New York
Lincoln Hospital Center, Bronx, New York
Contract # GH-300
July 1, 2012 to present
Nursing Services

Elmhurst Hospital Center
7901 Broadway
Elmhurst Ny 11373
Kathy Corona
7183342466
Kcorona@nychhc.org
(3500 hours plus a week) have gotten as high as 4000+. Many of our nurses and staff have been taken permanent. Which is a reflection of the resources we offer.

Queens Hospital Center
8268 164th Street
Jamaica, Ny 11432
Jennifer Serrano
Serranje@nychhc.org
(About 1000 hours a week )

Bellevue Hospital Center
Derek Josey
2125624611
[Derek.josey@bellevue.nychhc.org]Derek.josey@bellevue.nychhc.org

Harlem Hospital Center
Jennifer McKay

20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801, Tel. (516) 326-2020 Fax. (516) 358-7133
Jennifer.mckay@nychhc.org

The NYCHHC hospitals Horizon is also servicing are
Lincoln Hospital center
Jacobi Medical Center
North Central Bronx Hospital

Horizon also has been reawarded University Hospital in Newark,NJ for the second time This year expanding services to nursing as well. We are starting our sourcing for them now too. (Previously known as UMDNJ)
If you want to speak with Vizient directly this is my contact:
Contact: Ximena Arenas RN 917-683-8042 Ximena.ArenasValle@vizientinc.com

New York City Department Of Education
District 75 – Office of Related and Contractual Services
400 First Avenue, Room 62B
New York, NY 10010
Aneisha Andrews, 212-802-1557 (Old Contact)
Susan Epstein
Sepstein5@schools.nyc.gov
Contract # 9871459
September 1, 2007 Through Ongoing
PT, OT, Nursing

New York City Division of Paratransit
33-00 Northern Boulevard, 8th Floor
Long Island City, New York 11101
Noel Malave, 718-393-4083 (Old Contact)
Elese Mullins
Elese.mullins@nyct.com
Contracts # 05F9234B1, 05F9234E1, 05F9234F1
March 7, 2007 Through Ongoing
Provide Assessments To determine Eligibility For applicant applying for Access - A -Ride

Long Island Bus
Contract # E3299
March 7, 2007 Through March 6, 2012
Provide Assessments For Eligibility For Able Ride Program
No Longer exists, they were sold to a provate vendor

NYC Transit - Reduces Fare Unit
2 Broadway, 11th Floor.
New York, New York 10004

20 Jerusalem Avenue, 3rd Floor, Hicksville, NY 11801, Tel. (516) 326-2020 Fax. (516) 358-7133
Donovan Wallace, 646-252-5089
Donovan.wallace@nyct.com
Contract # A2136, A2140, A 2142
March 7, 2007 Through Ongoing
Provide Assessments To Determine Eligibility For NYC Transit Reduced Fare Program

State Contracts

Bronx Psychiatric Center
Contract # C000130
Physical Therapist Services
March 1, 2008 Ongoing
Karen Gittens
Karen.Gittens@omh.ny.gov
718-862-5056

New York State OPWDD/LIDDSO Business Office
45 Mall Drive
Commack, NY 11745
C540175
631-425-3500
Thomas Oommen
Thomas.oommen@opwdd.ny.gov
Personal Care Aides

NYS OPWDD/Taconic DDSO
26 Center Circle
Wassaic, New York 12592-2637
Personal Care Aides (Tertiary Vendor)
845-877-6821
Margherita Gesmundo
Margherita.gesmundo@opwdd.ny.gov

Hudson DDSO
Personal Care Aides (Tertiary Vendor)
(Taconic DDSO took over this region of DDSO)
Nursing Home References

Ozanam Hall Nursing Home
42-41 201 Street
Bayside, NY 11361
Margaret White
Director of Rehabilitation
mwhite@ozanamhall.org
718-971-2680

SunHarbor Manor Nursing and Rehabilitation
255 Warner Avenue
Roslyn, NY 11577
Terri Lemanczyk
tlemanczyk@sunharbormanor.com
Director of Rehabilitation
516-621-5400

Center for Developmental Disabilities
72 South Wood Road
Woodbury, NY 11797
Jeannine Stutz
jstutz@centerfor.com
516-921-7650

Glen Garriff Nursing & Rehabilitation
141 Dosoris Lane
Glen Cove, NY 11542
Janina Lu Cahabog
Director of Rehabilitation
jcubahug@glengariffcare.com
516-676-1100

Holliswood Care Center
195-44 Woodhull Avenue
Hollis, NY 11423
Cynthia Mompoint
Director of Rehabilitation
cmompoint@holliswood.net
718-740-3500
Memorial Sloan Kettering Cancer Center
Temporary Administrative Personnel
New York and New Jersey
Successfully Staffed High Level Executive Administrative Roles as well as Allied Healthcare and Non-Clinical Positions
Serviced from 2010 until 2015
My contact was:
Von Bowen, HR Director Temporary Employment Services (TES)
bowenv@mskcc.org
(There was two other contacts in my tenure.... Kattia Martinez and Trudy Afflick)
Tonya Ryans signed the contract
The new contact at TES:
Morgan Toppin
toppinm@mskcc.org

Horizon Healthcare Staffing has successfully serviced group and residential facilities in the County of Albany from 2012-2014 averaging 1500-1800 hours per week. We have been able to process individuals and make weekly visits to this destination.
The client was pleased with our resources and hired all of this staff directly over time.
Company Serviced: New Visions of Albany and Lexington
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

You have selected the For-Profit Non-Construction questionnaire which may be printed and completed in this format or, for your convenience, may be completed online using the New York State VendRep System.

<table>
<thead>
<tr>
<th>COMPLETION &amp; CERTIFICATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or officer must certify the questionnaire and the signature must be notarized.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at <a href="mailto:ITServiceDesk@osc.state.ny.us">ITServiceDesk@osc.state.ny.us</a> or call 866-370-4672.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DEFINITIONS</th>
</tr>
</thead>
<tbody>
<tr>
<td>All underlined terms are defined in the &quot;New York State Vendor Responsibility Definitions List,&quot; found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf">www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf</a>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the &quot;New York State Vendor Responsibility Definitions List&quot; existing at the time of certification.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>RESPONSES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REPORTING ENTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each vendor must indicate if the questionnaire is filed on behalf of the entire Legal Business Entity or an Organizational Unit within or operating under the authority of the Legal Business Entity and having the same EIN. Generally, the Organizational Unit option may be appropriate for a vendor that meets the definition of Reporting Entity but due to the size and complexity of the Legal Business Entity, is best able to provide the required information for the Organizational Unit, while providing more limited information for other parts of the Legal Business Entity and Associated Entities.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>ASSOCIATED ENTITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>An Associated Entity is one that owns or controls the Reporting Entity or any entity owned or controlled by the Reporting Entity. However, the term Associated Entity does not include &quot;sibling organizations&quot; (i.e., entities owned or controlled by a parent company that owns or controls the Reporting Entity), unless such sibling entity has a direct relationship with or impact on the Reporting Entity.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>STRUCTURE OF THE QUESTIONNAIRE</th>
</tr>
</thead>
<tbody>
<tr>
<td>The questionnaire is organized into eleven sections. Section I is to be completed for the Legal Business Entity. Section II requires the vendor to specify the Reporting Entity for the questionnaire. Section III refers to the individuals of the Reporting Entity, while Sections IV-VIII require information about the Reporting Entity. Section IX pertains to any Associated Entities, with one question about their Officials/Owners. Section X relates to disclosure under the Freedom of Information Law (FOIL). Section XI requires an authorized contact for the questionnaire information.</td>
</tr>
</tbody>
</table>
I. LEGAL BUSINESS ENTITY INFORMATION

Legal Business Entity Name*  
Horizon Healthcare Staffing

Address of the **Principal Place of Business** (street, city, state, zip code)  
20 Jerusalem Avenue, 3rd Floor  
Hicksville, NY 11801

EIN  
11-3130244

New York State Vendor Identification Number

Telephone  
516-326-2020 ext.413

Fax  
5166160517

Email  
Nancy@hhstaff.com

Website  
www.hhstaff.com

Additional Legal Business Entity Identities: If applicable, list any other **DBA, Trade Name, Former Name, Other Identity, or EIN** used in the last five (5) years and the status (active or inactive).

<table>
<thead>
<tr>
<th>Type</th>
<th>Name</th>
<th>Date of Incorporation</th>
<th>Date Established</th>
</tr>
</thead>
<tbody>
<tr>
<td>☑ Corporation (including PC)</td>
<td></td>
<td>10/29/1992</td>
<td></td>
</tr>
<tr>
<td>☐ Limited Liability Company (LLC or PLLC)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Partnership (including LLP, LP or General)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Sole Proprietor</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>☐ Other</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

1.0 Legal Business Entity Type – Check appropriate box and provide additional information:

1.1 Was the Legal Business Entity formed or incorporated in New York State?  
× Yes ☐ No

If “No,” indicate jurisdiction where Legal Business Entity was formed or incorporated and attach a Certificate of Good Standing from the applicable jurisdiction or provide an explanation if a Certificate of Good Standing is not available.

☐ United States  State  
☐ Other  Country

Explain, if not available:

1.2 Is the Legal Business Entity publicly traded?  
☐ Yes ×No

If “Yes,” provide CIK Code or Ticker Symbol

1.3 Does the Legal Business Entity have a DUNS Number?  
× Yes ☐ No

If “Yes,” Enter DUNS Number 807050000

*All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

I. LEGAL BUSINESS ENTITY INFORMATION

1.4 If the Legal Business Entity's Principal Place of Business is not in New York State, does the Legal Business Entity maintain an office in New York State? (Select "N/A," if Principal Place of Business is in New York State.)
☐ Yes  ☐ No  x N/A

If "Yes," provide the address and telephone number for one office located in New York State.

1.5 Is the Legal Business Entity a New York State certified Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), New York State Small Business (SB) or a federally certified Disadvantaged Business Enterprise (DBE)?
☐ Yes  x No

If "Yes," check all that apply:
- [ ] New York State certified Minority-Owned Business Enterprise (MBE)
- [ ] New York State certified Women-Owned Business Enterprise (WBE)
- [ ] New York State Small Business (SB)
- [ ] Federally certified Disadvantaged Business Enterprise (DBE)

1.6 Identify Officials and Principal Owners, if applicable. For each person, include name, title and percentage of ownership. Attach additional pages if necessary. If applicable, reference to relevant SEC filing(s) containing the required information is optional.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
<th>Percentage Ownership</th>
</tr>
</thead>
<tbody>
<tr>
<td>David Grossman</td>
<td>President</td>
<td>25%</td>
</tr>
<tr>
<td>Arthur Banks</td>
<td>Senior Vice President</td>
<td>25%</td>
</tr>
<tr>
<td>Fern Ginder</td>
<td>Vice President</td>
<td>25%</td>
</tr>
<tr>
<td>Marc Haber</td>
<td>Vice President</td>
<td>25%</td>
</tr>
</tbody>
</table>
II. REPORTING ENTITY INFORMATION

2.0 The Reporting Entity for this questionnaire is:
   Note: Select only one.
   x Legal Business Entity
       Note: If selecting this option, "Reporting Entity" refers to the entire Legal Business Entity for the remainder of the questionnaire. (SKIP THE REMAINDER OF SECTION II AND PROCEED WITH SECTION III.)
   □ Organizational Unit within and operating under the authority of the Legal Business Entity
       SEE DEFINITIONS OF "REPORTING ENTITY" AND "ORGANIZATIONAL UNIT" FOR ADDITIONAL INFORMATION ON CRITERIA TO QUALIFY FOR THIS SELECTION.
       Note: If selecting this option, "Reporting Entity" refers to the Organisational Unit within the Legal Business Entity for the remainder of the questionnaire. (COMPLETE THE REMAINDER OF SECTION II AND ALL REMAINING SECTIONS OF THIS QUESTIONNAIRE.)

IDENTIFYING INFORMATION

a) Reporting Entity Name

Address of the Primary Place of Business (street, city, state, zip code)  
Telephone  
   ext.

b) Describe the relationship of the Reporting Entity to the Legal Business Entity

c) Attach an organizational chart

d) Does the Reporting Entity have a DUNS Number?  
   □ Yes  □ No
   If "Yes," enter DUNS Number

e) Identify the designated manager(s) responsible for the business of the Reporting Entity. 
   For each person, include name and title. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>Name</th>
<th>Title</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR SECTIONS III THROUGH VII

For each “Yes,” provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). For each “Other,” provide an explanation which provides the basis for not definitively responding “Yes” or “No.” Provide the explanation at the end of the section or attach additional sheets with numbered responses, including the Reporting Entity name at the top of any attached pages.

III. LEADERSHIP INTEGRITY

Within the past five (5) years, has any current or former reporting entity official or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the reporting entity with any government entity been:

<table>
<thead>
<tr>
<th>3.0 Sanctioned relative to any business or professional permit and/or license?</th>
<th>□ Yes x No □ Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>3.1 Suspended, debarred, or disqualified from any government contracting process?</td>
<td>□ Yes x No □ Other</td>
</tr>
<tr>
<td>3.2 The subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?</td>
<td>□ Yes x No □ Other</td>
</tr>
<tr>
<td>3.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgement for: a) Any business-related activity; or b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</td>
<td>□ Yes x No □ Other</td>
</tr>
</tbody>
</table>

For each “Yes” or “Other” explain:

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the reporting entity:

<table>
<thead>
<tr>
<th>4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement, permit, license, concession, franchise or lease, including, but not limited to, debarment for a violation of New York State Workers’ Compensation or Prevailing Wage laws or New York State Procurement Lobbying Law?</th>
<th>□ Yes x No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1 Been subject to a denial or revocation of a government prequalification?</td>
<td>□ Yes x No</td>
</tr>
<tr>
<td>4.2 Been denied a contract award or had a bid rejected based upon a non-responsibility finding by a government entity?</td>
<td>□ Yes x No</td>
</tr>
<tr>
<td>4.3 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?</td>
<td>□ Yes x No</td>
</tr>
<tr>
<td>4.4 Agreed to a voluntary exclusion from bidding/contracting with a government entity?</td>
<td>□ Yes x No</td>
</tr>
<tr>
<td>4.5 Initiated a request to withdraw a bid submitted to a government entity in lieu of responding to an information request or subsequent to a formal request to appear before the government entity?</td>
<td>□ Yes x No</td>
</tr>
</tbody>
</table>

For each “Yes,” explain:
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

V. INTEGRITY – CONTRACT AWARD
Within the past five (5) years, has the reporting entity:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.0 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any government contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.2 Entered into a formal monitoring agreement as a condition of a contract award from a government entity?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each “Yes,” explain:

VI. CERTIFICATIONS/LICENSES
Within the past five (5) years, has the reporting entity:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>6.0 Had a revocation, suspension or disbarment of any business or professional permit and/or license?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each “Yes,” explain:

VII. LEGAL PROCEEDINGS
Within the past five (5) years, has the reporting entity:

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>7.0 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.1 Been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?</td>
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<td></td>
</tr>
<tr>
<td>7.2 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.3 Had a government entity find a willful prevailing wage or supplemental payment violation or any other willful violation of New York State Labor Law?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.4 Entered into a consent order with the New York State Department of Environmental Conservation, or received an enforcement determination by any government entity involving a violation of federal, state or local environmental laws?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.5 Other than previously disclosed:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a) Been subject to fines or penalties imposed by government entities which in the aggregate total $25,000 or more; or</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any government entity?</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For each “Yes,” explain:
**NEW YORK STATE**

**VENDOR RESPONSIBILITY QUESTIONNAIRE**

**FOR-PROFIT BUSINESS ENTITY**

### VIII. FINANCIAL AND ORGANIZATIONAL CAPACITY

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.0 Within the past five (5) years, has the Reporting Entity received any formal unsatisfactory performance assessment(s) from any government entity on any contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If &quot;Yes,&quot; provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.1 Within the past five (5) years, has the Reporting Entity had any liquidated damages assessed over $25,000?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If &quot;Yes,&quot; provide an explanation of the issue(s), relevant dates, contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.2 Within the past five (5) years, have any liens or judgments (not including UCC filings) over $25,000 been filed against the Reporting Entity which remain undischarged?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If &quot;Yes,&quot; provide an explanation of the issue(s), relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.3 In the last seven (7) years, has the Reporting Entity initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If &quot;Yes,&quot; provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as &quot;Initiated,&quot; &quot;Pending&quot; or &quot;Closed.&quot; Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.4 During the past three (3) years, has the Reporting Entity failed to file or pay any tax returns required by federal, state or local tax laws?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If &quot;Yes,&quot; provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the Reporting Entity failed to file/pay and the current status of the tax liability. Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.5 During the past three (3) years, has the Reporting Entity failed to file or pay any New York State unemployment insurance returns?</td>
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<tr>
<td>If &quot;Yes,&quot; provide the years the Reporting Entity failed to file/pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
<td></td>
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<tr>
<td>8.6 During the past three (3) years, has the Reporting Entity had any government audit(s) completed?</td>
<td></td>
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<tr>
<td>a) If &quot;Yes,&quot; did any audit of the Reporting Entity identify any reported significant deficiencies in internal control, fraud, illegal acts, significant violations of provisions of contract or grant agreements, significant abuse or any material disallowance?</td>
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<tr>
<td>If &quot;Yes&quot; to 8.6 a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
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</tbody>
</table>
### IX. ASSOCIATED ENTITIES

This section pertains to any entity(ies) that either controls or is controlled by the reporting entity. 

(See definition of "associated entity" for additional information to complete this section.)

<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
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</thead>
<tbody>
<tr>
<td>9.0 Does the Reporting Entity have any Associated Entities?</td>
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<tr>
<td>Note: All questions in this section must be answered if the Reporting Entity is either:</td>
<td></td>
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<tr>
<td>- An Organizational Unit; or</td>
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<tr>
<td>- The entire Legal Business Entity which controls, or is controlled by, any other entity(ies).</td>
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<tr>
<td>If &quot;No,&quot; SKIP THE REMAINDER OF SECTION IX AND PROCEED WITH SECTION X.</td>
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<tr>
<td>9.1 Within the past five (5) years, has any Associated Entity Official or Principal Owner been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</td>
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<tr>
<td>a) Any business-related activity; or</td>
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<tr>
<td>b) Any crime, whether or not business-related, the underlying conduct of which was related to truthfulness?</td>
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<tr>
<td>If &quot;Yes,&quot; provide an explanation of the issue(s), the individual involved, his/her title and role in the Associated Entity, his/her relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</td>
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<tr>
<td>9.2 Does any Associated Entity have any currently undischarged federal, New York State, New York City or New York local government liens or judgments (not including UCC filings) over $50,000?</td>
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<td>If &quot;Yes,&quot; provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the Lien holder or Claimant’s name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</td>
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<tr>
<td>9.3 Within the past five (5) years, has any Associated Entity:</td>
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<tr>
<td>a) Been disqualified, suspended or debarred from any federal, New York State, New York City or other New York local government contracting process?</td>
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<tr>
<td>b) Been denied a contract award or had a bid rejected based upon a non-responsibility finding by any federal, New York State, New York City, or New York local government entity?</td>
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<tr>
<td>c) Been suspended, cancelled or terminated for cause (including for non-responsibility) on any federal, New York State, New York City, or New York local government contract?</td>
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<tr>
<td>d) Been the subject of an investigation, whether open or closed, by any federal, New York State, New York City, or New York local government entity for a civil or criminal violation with a penalty in excess of $500,000?</td>
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<tr>
<td>e) Been the subject of an indictment, grant of immunity, judgment, or conviction (including entering into a plea bargain) for conduct constituting a crime?</td>
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<tr>
<td>f) Been convicted of a criminal offense pursuant to any administrative and/or regulatory action taken by any federal, New York State, New York City, or New York local government entity?</td>
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<tr>
<td>g) Initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?</td>
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</table>

For each "Yes," provide an explanation of the issue(s), identify the Associated Entity’s name(s), EIN(s), primary business activity, relationship to the Reporting Entity, relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.
X. FREEDOM OF INFORMATION LAW (FOIL)

10. Indicate whether any information supplied herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

If "Yes," indicate the question number(s) and explain the basis for the claim.

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone</th>
<th>Fax</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nancy Goldstein, MA, RNC</td>
<td>5163262020 ext. 413</td>
<td>5166160517</td>
</tr>
<tr>
<td>Title</td>
<td>Email</td>
<td></td>
</tr>
<tr>
<td>Vice President</td>
<td><a href="mailto:Nancy@hhstaff.com">Nancy@hhstaff.com</a></td>
<td></td>
</tr>
</tbody>
</table>
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT BUSINESS ENTITY

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official

Printed Name of Signatory: Nancy Goldstein, MA, RNC

Title: Vice President

Name of Business: Horizon Healthcare Staffing

Address: 20 Jerusalem Avenue, 3rd Floor

City, State, Zip: Hicksville, NY 11801

Sworn to before me this 8th day of April 2019.

JAMIE JOHNSON
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01JO6313415
Qualified in Nassau County
Commission Expires November 24, 2022
MEMORANDUM

TO: Larry Slatky  
Residential Health Care Facility

FROM: Karen Storm
Purchasing Agent

DATE: April 25, 2019

RE: RFP #2019-050, Certified Nursing Assistant (CNA) Services.

I am in receipt of your recommendation to award the aforementioned Request for Proposals to Clinical Staffing Resources, Horizon Healthcare Staffing, Nurse Connection, and Worldwide Travel Staffing.

I have reviewed your scoring sheets and believe that you have performed a thorough evaluation of the proposals submitted. I have no objection to the selection of Clinical Staffing Resources, Horizon Healthcare Staffing, Nurse Connection, and Worldwide Travel Staffing for an award.

Please obtain the necessary contract approval of the County Legislature, so that we may issue a Notice of Award to the successful proposers.
Albany County Nursing Home
RFP #2019-050
Certified Nursing Assistant (CNA)

Albany County Nursing Home received a total of four (4) proposals in response to the RFP for Certified Nursing Assistant (CNA). The proposals were reviewed by ACNH staff members, Thomas Coffey, Administrator, Frank Commissio, Director of Fiscal Operations and Laura Vartanian, Assistant Administrator. The Committee’s rating sheets reflecting the individual evaluations of each committee member accompany this document. Below, are the consensus comments of the Committee as they pertain to each proposer as well as the Committee’s final recommendation(s).

Comments:

**Clinical Staffing Resources**  Overall Rating: 4.62

Professional qualifications, prior experience, service proposal and client references are good. Based in NYC. This company is currently providing CNA services to the facility. Price is competitive, with the second lowest cost.

**Horizon Healthcare Staffing**  Overall Rating: 5

Company is based in Long Island. Rate is the lowest cost.

**Nurse Connection**  Overall Rating: 2.5

Professional qualifications, prior experience and client references are excellent. Rate is higher than average.

**Worldwide Travel Staffing**  Overall Rating: 2.73

Located in Tonowanda, NY. Proposal response was good. Rate is the highest cost.

Recommendations:

As it is the intention to contract with multiple contractors who can provide temporary personnel services to supplement the CNA staffing needs of the Albany County Residential Health Care Facility, all responses are acceptable. The facility will contact the contractor with the lowest hourly rate, and utilize that contractor unless the contractor is not able to provide CNAs as needed. The facility will then proceed to the next lowest contractor, and will continue in this manner until the facility obtains the services required.
October 4, 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 extend our existing contract with Celtic Consulting, as per the original RFP, for one (1) year. This contract will run from January 1, 2020 through December 31, 2020 at a not to exceed amount of $198,000.00.

Celtic Consulting will continue to monitor and supervise our Minimum Data Set (MDS) documentation to assure proper reimbursement. They will also be required to monitor staff on the Patient Driven Payment Model (PDPM).

We respectfully request that you authorize this contract extension of one (1) year.

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): Celtic Consulting for MDS Case Management Services

Date: October 3, 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: 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
Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

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):
Celtic Consulting, LLC
507 East Main Street
Suite 308
Torrington, CT 06790

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

Amount/Raise Schedule/Fee: $198,000.00
Scope of Services: To consult clinical staff on the accuracy and completion of the Minimum Data Set (MDS). This will include the auditing of the medical record and supporting documentation, diagnosis coding, capturing the activities of daily living to ensure accurate care planning, management strategies, reimbursement analysis, educational programming, case mix audits, assisting with MDS submissions to the NYSDOH/CMS.

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 ☒
File #: TMP-1175, Version: 1

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: Click or tap here to enter text.
Revenue Amount: 

Appropriation Account and Line: 44069
Appropriation Amount: $198,000.00

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) 1/1/2020 - 12/31/2020
Length of Contract: 12 months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 585
Date of Adoption: 12/17/2018

Justification: (state briefly why legislative action is requested)
Shaker Place Rehabilitation and Nursing Center is required to maintain clinical documentation on all residents that is transcribed into the MDS document and utilized for reimbursement. Our staff requires constant supervision and education of this process to ensure accuracy of the MDS and submissions that determine case mix that establishes our Medicare and Medicaid daily reimbursement rates. Due to the ever-changing regulations and the new payment system (PDPM) Patient Driven Payment Model that is effective October 2019, we require consultants to assist us with implementation and supervision of this process. This contract is concluding its first year and we are requesting a one (1) year renewal.
AGREEMENT
BETWEEN
THE COUNTY OF ALBANY
AND
CELTIC CONSULTING, L.L.C.
FOR
CASE MANAGEMENT REVIEW
SERVICES AT
THE ALBANY COUNTY NURSING HOME

Resolution No. 585 of 2018—passed on December 27, 2018

THIS AGREEMENT is made by and between the County of Albany, a municipal corporation organized under the laws of the State of New York, acting by and through its County Executive, with a principal office at the Albany County Office Building, 112 State Street, Albany, New York 12207 (hereinafter, the “County”), and Celtic Consulting L.L.C., a Connecticut corporation with its principal office at 507 East Main Street, Suite 308, Torrington, Connecticut (hereinafter, the “Contractor”). The County and Contractor may each individually be referred to as the “[P]arty” and together as the “[P]arties” as appropriate.

WITNESSETH:

WHEREAS, the County (on behalf of the Albany County Nursing Home) has a need for MDS Case Management Review Services, said request having been denominated RFP #2018-103, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the “Purchasing Division”) on September 18, 2018 and published on September 27, 2018 (hereinafter called the “RFP”); and

WHEREAS, the County has issued a single addendum to RFP #2018-103 on October 16, 2018 (hereinafter called the “Addendum”); and

WHEREAS, in response thereto, the Contractor has submitted a Proposal on October 25, 2018 (hereinafter called the “Proposal”); and

WHEREAS, the County has accepted the Proposal of the Contractor to provide the aforesaid MDS Case Management Review Services on November 19, 2018; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the aforesaid MDS case management review services through Resolution No. 585 of 2018, adopted December 27, 2018; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned supplies, and to execute a fully-integrated Agreement with respect thereto;
NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND
AGREE AS FOLLOWS:

ARTICLE 1. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the Addendum, which is incorporated by reference and made a part hereof; the RFP, which is incorporated herein and made a part hereof in its entirety by reference; and the Proposal, which is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the Addendum; 3) the RFP; 4) the Proposal.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Contractor shall provide MDS Case Management Review Services to the Albany County Nursing Home, located at 780 Albany Shaker Road, according to the Scope of Services and Addendum contained within the RFP. Such services shall include:

2.1 Identifying areas of opportunity to improve patient care based upon caregiver observations, staff interviews, clinical assessments, and on-site review of medical record documentation.

2.2 Recommendations for improvement that shall highlight both the clinical and financial impact of services. Such recommendations shall be supported under Medicare guidelines.

2.3 Creating a service plan for the Albany County Nursing Home to ensure accurate and appropriate reimbursement, provide ongoing staff education, and improve documentation compliance.

2.4 The key elements of the services to be rendered by the Contractor will include being on-site at the Nursing Home each month to focus on the following matters:

- An Initial audit and evaluation of existing supporting documentation including, but not limited to: AD and Discipline specific coding in order to determine necessary case management strategies and education.

- Individualized Medicare and Medicaid Case Mix medical record audits for MDS accuracy, MDS supporting documentation, and therapy.

These services shall require:

a) The Contractor shall provide a plan focused exclusively on assisting a Skilled Nursing Facility to improve patient care at the Albany County Nursing Home. This plan shall
identify areas of opportunity based upon caregiver observations, staff interviews, clinical assessments, and on-site review of medical record documentation.

b) The Contractor's recommendations shall highlight both the clinical and financial impact of services, which are supported under Medicare guidelines.

c) The Contractor's service plan for the Albany County Nursing Home shall ensure accurate and appropriate reimbursement, provide ongoing staff education, and improve documentation compliance.

2.5 The Contractor shall provide consultant services via a monthly on-site visit at the Albany County Nursing Home. The key elements of these visits shall be:

I. Initial audit and evaluation of existing supporting documentation including, but not limited to: ADL and Discipline specific coding in order to determine necessary case management strategies and education.

II. Individualized Medicare and Medicaid Case Mix medical record audits for MDS accuracy, MDS supporting documentation, therapy documentation, nursing documentation, physician certification completion, and medical necessity.

III. Patient-specific clinical case management strategies and associated impact.

IV. Ongoing facility staff education.

V. A comprehensive written report detailing findings and recommendations.

VI. Monthly Medicare Clinically Appropriate Stay analysis.

VII. Monthly Medicare Part A reimbursement analysis.

VIII. Therapy Program analysis and consultation.

IX. UB-04 Diagnosis Coding Audit.

X. Off-site access to Clinical consultants in between site visits.

XI. Formal and informal educational in-services conducted at the facility during scheduled site visits, to include but not be limited to:

i. Medicare Entitlement, Eligibility, and Coverage Criteria

ii. Medicare Nursing Documentation in a Skilled Nursing Facility

iii. Medicare Rehabilitation Documentation in a Skilled Nursing Facility

iv. ADL Coding Accuracy (MDS, Nursing, and Nursing Assistants)

v. MDS 3.0; Discipline Specific (MDS, Therapy, Social Services, Dietician, Direct Care Nurses)

vi. Medicare Resource Utilization Groups (RUG-IV)
vii. Restorative Nursing Program Development
viii. New York State Specific Case Mix Reimbursement Criteria
ix. Rehabilitation Program Development

2.5 The Contractor shall employ a diverse group, including but not limited to PT, OT, SLP, and RN clinical staff.

2.6 The Contractor shall include one (1) AANAC RAC Master Trainer.

2.7 The Contractor shall be familiar with and have a working relationship with Casamba. The cost for the facility is included in the annual compensation under Article 3 of this Agreement. The Contractor may recommend an alternate Rehabilitation electronic medical record software, however, the Albany County Nursing Home will make the final determination on the software used.

2.8 The Contractor must be fully willing and able to train Albany County Nursing Home staff and monitor the Nursing Home’s implementation of the proposed rule for FY-2019, Patient-Driven Payment Model (PDPM)

2.9 The Contractor must secure for the Nursing Home an individual qualified and interested in becoming a full time MDS Director that will be employed at the Nursing Home.

ARTICLE 3. COMPENSATION

3.1 In consideration of the terms and obligations of this Agreement, the County agrees to pay, and the Contractor agrees to accept, an annual amount not to exceed ONE HUNDRED NINETY-EIGHT THOUSAND AND 00/100 DOLLARS ($198,000.00) (US CURRENCY) as full compensation for all goods furnished under this Agreement.

3.2 The prices set forth in the Proposal shall remain fixed for the entire term of this Agreement and any renewals.

3.3 The County is not subject to federal, state, or local taxes.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor’s submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Nursing Home, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2019 and continue in effect until December 31, 2019. At the end of the initial one-year contract term, the Agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals, upon mutual
agreement of the Parties. Each renewal shall be dependent upon a renewal of all terms within this Agreement; partial renewals shall not be accepted by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay, or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the 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 work, together with the County's own costs incurred in procuring a substitute Contractor.

ARTICLE 7. ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.

7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data related to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.
ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions, or privileges of employment.

ARTICLE 11. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor 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 its 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 § 4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions, enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that Contractor 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.
ARTICLE 14. RELATIONSHIP OF THE PARTIES

The Contractor is, and will function as, an independent contractor under the terms of this Agreement, and shall not be considered an agent or employee of the County for any purpose. The agents, representatives, and employees of the Contractor shall not in any manner be, or be held out to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its agents, representatives, and employees, from and against any and all claims, damages, losses, and expenses (including, but not limited to, reasonable attorney's fees) arising out of or in consequence of any negligent or intentional act or omission of the Contractor, its agents, representatives, or employees, to the extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 16. INSURANCE COVERAGE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without additional expense to the County, insurance policies of the kinds and in the amounts provided in the Schedule A attached hereto and made a part hereof. The insurance policies shall name the County as an additional insured. Such policies may only be changed upon thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the County with Certificates of Insurance showing that the requirements of this article have been met. The Contractor shall also provide the County with updated Certificates of Insurance prior to the expiration of any previously-issued by the Contractor. No work shall be commenced under this Agreement until the Contractor has delivered the Certificates of Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued, or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of their knowledge and belief, the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition.
The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County’s right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. ACCOUNTING RECORDS

19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.

ARTICLE 20. PRIVACY OF PERSONAL HEALTH INFORMATION

In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 160.103), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 160.103) other than as permitted or required by this Agreement with the County (deemed a Hybrid Entity as defined at 45 CFR § 160.103) or as Required By Law (as defined in 45 CFR § 164.103). The Contractor shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this Agreement, as more particularly set forth in Schedule B, attached hereto and made a part hereof.

ARTICLE 21. NON-APPROPRIATIONS

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.

ARTICLE 22. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 23. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE 24. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs.

ARTICLE 25. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 26. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 27. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

ARTICLE 28. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.
ARTICLE 29. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 30. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County's stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate, or lessen the Contractor's own liability. The Contractor shall execute and deliver to the County a certification statement prior to commencing any work.

ARTICLE 31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

DATED: 5/19/19

COUNTY OF ALBANY

BY: [Signature]
Daniel P. McCoy
Albany County Executive
or
Philip F. Calderone
Deputy County Executive

DATED: 4/15/19

CELTIC CONSULTING, L.L.C.

BY: [Signature]
STATE OF NEW YORK  )
COUNTY OF ALBANY  ) SS:

On the ___ day of ____________, 20__, before me, the undersigned, personally appeared DANIEL P. McCoy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________
NOTARY PUBLIC

STATE OF NEW YORK  )
COUNTY OF ALBANY  ) SS:

On the ___ day of May __________, 20__, before me, the undersigned, personally appeared PHILIP F. CALDERONE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________
NOTARY PUBLIC

STATE OF CONNECTICUT  )
COUNTY OF LITCHFIELD  ) SS.: Cosen

On the ___ day of April __________, 20__, before me, the undersigned, personally appeared MauSean McCarthy personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

________________________
NOTARY PUBLIC

Barbara L. Breor
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2021
SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting therefrom, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of $500,000 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 automobiles.

3. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<table>
<thead>
<tr>
<th>Liability for:</th>
<th>Combined Single Limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>

Professional Liability Insurance: A policy or policies of professional liability insurance with limits not less than $1,000,000 per occurrence.
SCHEDULE B

OBLIGATIONS AND ACTIVITIES OF THE CONSULTANT AS A BUSINESS ASSOCIATE PURSUANT TO 45 CFR SECTION 164.504

The parties to the Agreement hereby agree to comply with the following provisions to ensure their compliance with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

Pursuant to the terms of the Agreement, and in accordance with the requirements of 45 CFR Sections 160 and 164, the CONSULTANT/CONTRACTOR herein shall be considered a "Business Associate." The following terms are hereby incorporated in this AGREEMENT and shall be binding upon the parties hereto:

A. DEFINITIONS

1. "Business Associate" — under the terms of this Agreement, the term "Business Associate" shall mean the Contractor.

2. "Covered Entity" — for purposes of this Agreement, the term "Covered Entity" shall mean the County of Albany, The Albany County Nursing Home, and any part thereof.

3. "Individual" — under the terms of this Agreement, the term "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103, and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.502(g).

4. "Privacy Rule" — shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

5. "Protected Health Information" — shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created, received, maintained or transmitted by the Business Associate from or on behalf of the Covered Entity.

6. "Required by Law" — shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

7. "Secretary" — shall mean the Secretary of the Department of Health and Human Services or his/her Designee.

8. "Subcontractor" — shall have the same meaning as the term "subcontractor" in 45 CFR Section 160.103.
B. OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE

1. Pursuant to the terms of the Agreement, the Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement, or as required by law.

2. The Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of electronic Protected Health Information other than as provided for by this Agreement in accordance with the requirements of 45 CFR Section 164.314(a)(2)(i).

3. Pursuant to the terms of the Agreement and as more particularly described in the INDEMNIFICATION provisions of the Agreement, the Business Associate hereby agrees, and shall be required to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate which is in violation of the requirements of the Agreement.

4. The Business Associate shall immediately report to the Covered Entity any use or disclosure of unsecured Protected Health Information not provided for by the Agreement, of which it shall become aware in accordance with the provisions of 45 CFR Section 164.410.

5. The Business Associate agrees to ensure that any agent, including a subcontractor, that creates, receives, maintains or transmits Protected Health Information on behalf of the Business Associate agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information pursuant to 45 CFR Section 164.502(e)(1)(ii) by entering into a contract or other arrangement in accordance with the requirements of 45 CFR Section 164.314.

6. Business Associate agrees to provide access, at the request of the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or as directed by the Covered Entity, to an Individual, in order to meet the requirements under 45 CFR Section 164.524.

7. Business Associate agrees to make any necessary amendments to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees pursuant to 45 CFR Section 164.526, at the request of Covered Entity or an Individual, in a timely manner.

8. Business Associate agrees to make its internal practices, books, and records, including policies and procedures relating to the use and disclosure of Protected Health Information received from, or created or received by the Business Associate on behalf of the Covered Entity; available to the Secretary for purposes of the Secretary determining the Covered Entity's compliance with the Privacy Rule.
9. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the requirements of 45 CFR Section 164.528.

10. Business Associate agrees to provide to the Covered Entity or an Individual, upon request, information which may be collected by the Business Associate during the term of this Agreement, for purposes of permitting the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information, in accordance with the provisions of 45 CFR Section 164.528.

11. To the extent that the Business Associate is to carry out an obligation of the Covered Entity as a term of this Agreement, Business Associate agrees to comply with the requirements of the Privacy Rule under 45 CFR Section 164.504 that apply to the Covered Entity in the performance of such obligation.

C. PERMITTED USES AND DISCLOSURE

1. General Uses and Disclosure - Except as otherwise limited in this Agreement, the Business Associate may use or disclose Protected Health Information to perform the functions, activities, or services as defined in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if said disclosure were done by the Covered Entity, or the minimum necessary policies and procedures of the Covered Entity, as well as the applicable provisions of the New York State Mental Hygiene Law.

2. Specific Uses and Disclosure – Except as otherwise limited in this Agreement, the Business Associate may disclose Protected Health Information for the proper management and administration of the services to be provided by the Business Associate in this Agreement, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law, or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

3. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to provide information required to the Covered Entity as permitted by 45 CFR Section 164.504 (c)(2)(i)(B).

4. Except as otherwise limited in this Agreement, the Business Associate may use Protected Health Information to carry out the legal responsibilities of the Business Associate.
5. The Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR Section 164.502 (j)(1).

6. Nothing within this section shall be construed as to inhibit the disclosure of information as may be required by the New York State Mental Hygiene Law, Sections 33.13 or 33.16, or other provisions, as may be Required by Law.

D. OBLIGATIONS OF COVERED ENTITY WITH REGARD TO PRIVACY PRACTICE AND RESTRICTIONS

1. The Covered Entity shall notify the Business Associate of any limitations in its notice of privacy practices in accordance with 45 CFR Section 164.520, to the extent that such limitation may affect the Business Associate’s use or disclosure of Protected Health Information.

2. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Business Associate’s use or disclosure of Protected Health Information.

3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Business Associate’s use or disclosure of Protected Health Information.

E. PERMISSIBLE REQUESTS BY COVERED ENTITY

The Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

F. COVERED ENTITY’S RESPONSIBILITIES UPON TERMINATION

1. The term of this Agreement shall be January 1, 2019, until December 31, 2019. Upon termination of this Agreement, the Covered Entity shall take such necessary precautions to ensure the confidentiality of the Protected Health Information, in accordance with the provisions of 45 CFR Section 164.

2. Termination for Cause – In the event that the Covered Entity becomes aware of a material breach by the Business Associate of the terms of this Appendix, the Covered Entity shall have the right, at its sole discretion, to proceed as follows:

   (a) Provide an opportunity to the Business Associate to cure the breach, and end the violation within ten (10) business days. If the Business Associate does not
cure the breach and end the violation within ten (10) business days, the Covered Entity shall have the right to immediately terminate the agreement; or,

(b) Immediately terminate the agreement if the Business Associate has breached a material term of this Appendix, and cure is not possible; or

(c) If neither termination of the agreement nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

G. EFFECT OF TERMINATION

1. Upon termination of the Agreement, the Business Associate shall take all necessary precautions and extend the protections of this Agreement to all Protected Health Information, as if the Agreement were still in force and effect.

2. At the end of all audit and other relevant periods, as more particularly described in the RECORDS provisions of the Agreement, the Business Associate shall, if feasible, return or destroy all Protected Health Information received from or created or received by the Business Associate on behalf of the Covered Entity that the Business Associate still maintains in any form.

H. MISCELLANEOUS

1. Regulatory References – A reference in this Agreement to a section in the Privacy Rule or in the Mental Hygiene Law means the section as in effect or as amended.

2. Amendment – The parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996.

3. Survival – The respective rights and obligations of the Business Associate with regard to this Appendix shall survive the termination of this Agreement.

4. Interpretation – Any ambiguity in this Agreement shall be resolved to permit the Covered Entity to comply with the Privacy Rule.

5. Incorporation in the Agreement – The terms of this Schedule B are hereby incorporated into the Agreement between the parties hereto.
October 4, 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 extend the Plaza Linen Services contract by one (1) year, as per the existing contract under Resolution 501, adopted November 18, 2018.

The annual appropriation for this contract will be $105,000.00.

Plaza Linen has performed as per our contractual arrangement and we respectfully request a one (1) year extension of their 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):
Plaza Linen Service to Provide Resident Laundry Services

Date: October 3, 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: 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)  Contract Renewal

Contract Terms/Conditions:

Party (Name/address):
Plaza Linen Services
629 Blank Road
Clifton Park, New York 12065

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

Amount/Raise Schedule/Fee: $105,000.00
Scope of Services:
Plaza Linen Services will pick up soiled resident clothing from Shaker Place Rehabilitation and Nursing Center and clean and return as directed by nursing home staff.

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:
New York State Department of Health

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: 44059
Appropriation Amount: $105,000.00

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) 1/1/2020 - 12/31/2020
Length of Contract: 12 months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: 501
Date of Adoption: 11/18/2018

Justification: (state briefly why legislative action is requested)
The nursing is responsible to clean and maintain resident clothing. This service will be outsourced to Plaza Linen, who was awarded this contract through the RFB process, in 2018, with two one-year renewals. This is the first renewal of this contract.
NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2018-070

Sealed Bids for Personal Laundry Services as requested by the Albany County Nursing Home 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, July 12, 2018

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 (June 21, 2018).

A site visit will be held June 28, 2018 at 9:00 AM at the Albany County Nursing Home, 870 Albany Shaker Road, Albany, New York. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

Karen A. Storm
Purchasing Agent

Dated: Albany, New York
       June 18, 2018

PUBLISH ONE DAY – June 21, 2018 -- THE EVANGELIST
PUBLISH ONE DAY – June 21, 2018 -- 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: Personal Laundry Services
1.2 Requesting Department: Albany County Nursing Home
1.3 Bid Number: 2018-070

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for Personal Laundry Services as requested by the Albany County Nursing Home.

2.2 The Albany County Nursing Home is a 250-bed skilled nursing facility located at 780 Albany Shaker Road, Albany, New York, 12211.

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

2.4 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto.
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

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, July 12, 2018, 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.

4.4 A site visit will be held June 28, 2018 at 9:00 AM at the Albany County Nursing Home, 870 Albany Shaker Road, Albany, New York. This is the only scheduled site visit. Interested bidders are strongly urged to attend.

SECTION 5: TERM OF BID

5.1 The bid shall be for the period of one year beginning on January 1, 2019, Prices shall remain firm for the entire bid period.

5.2 At the end of the initial one year bid period, upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.
AGREEMENT BETWEEN
THE COUNTY OF ALBANY
AND
PLAZA LINEN SERVICE
FOR RESIDENT LAUNDRY SERVICES
AT THE ALBANY COUNTY NURSING HOME

RESOLUTION NO. 501 OF 2018 (passed November 13, 2018)

This Agreement is made by and between the County of Albany, a municipal corporation acting by and through its County Executive (on behalf of the Albany County Nursing Home), with its principal place of business at 112 State Street, Albany, New York 12207 (hereinafter called the “County”), and Plaza Linen Services, a corporation with its principal place of business located at 629 Plank Road, Clifton Park, New York 12065 (hereinafter called the “Contractor,” and together with the County, may be referred to individually as a “[P]arty” and collectively as the “[P]arties”).

WITNESS:

WHEREAS, the County has a need for Laundry Services at the Albany County Nursing Home, said request having been denominated RFB #2018—070, and having been issued by the Albany County Department of General Services Purchasing Division (hereinafter called the “Purchasing Division”) on June 21, 2018 and published on June 22, 2018 (hereinafter called the “RFB”); and

WHEREAS, in response thereto, Contractor has submitted a bid on July 10, 2018 (hereinafter called the “Bid”); and

WHEREAS, the County has accepted the Bid of the Contractor to provide the aforesaid supplies as the lowest responsible bidder personal linen services on; and

WHEREAS, the Albany County Legislature has authorized the County Executive to enter into an Agreement with the Contractor to provide the services requested by the Bid through Resolution No. 501 of 2018, on November 13, 2018; and

WHEREAS, in furtherance thereof, the parties hereto desire to formalize their understanding and agreement regarding the provision of the aforementioned supplies, and to execute a fully-integrated agreement with respect thereto;

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY COVENANT AND AGREE AS FOLLOWS:

ARTICLE I. THE CONTRACT DOCUMENTS; INTERPRETATION

1.1 The Contract Documents consist of the following: this Agreement; the RFB, which is incorporated herein and made a part hereof in its entirety by reference; and the Bid, which
is incorporated herein and made a part hereof in its entirety by reference (collectively called "the Agreement" hereinafter).

1.2 In the event of any discrepancy, disagreement, or ambiguity among the documents which comprise this Agreement, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement, or ambiguity: 1) this Agreement; 2) the RFB; 3) the Bid.

ARTICLE 2. SCOPE OF SERVICES TO BE PERFORMED BY CONTRACTOR

2.1 The Contractor will provide personal laundry services to the Albany County Nursing Home in an economical and efficient manner. Such laundry shall including, but is not limited to, common articles of male and female clothing.

2.2 Contractor shall provide exchange carts for each unit or area of the Nursing Home. All carts will be provided by the Contractor and will be cleaned with a detergent and disinfectant after each use. Each cart shall be cleaned and disinfected after each use following guidelines set by the Center for Disease Control (CDC).

2.3 As each cart of laundry per unit is picked up, they shall be separated and washed at the Contractor's facility: all pants, dresses and shirts will be hung up on sturdy metal hangers. All socks shall be bagged separately by each unit. After the laundry is processed, it will be delivered to the Nursing Home in the same cart that is designated to the individual Nursing Home unit.

2.4 The Contractor shall operate on a six (6) day per week (non-consecutive) schedule. The Contractor's delivery schedule shall be arranged to minimize the time soiled linen is stored in the facility, with days and times being mutually agreed upon. Should a scheduled delivery fall on a vendor-observed holiday, a mutually agreeable alternate delivery day will be arranged.

2.5 The Contractor will have in place a plan to render services in the event of a natural disaster, labor disruption, equipment/transportation failure or other event that may interrupt the agreed upon schedule of delivery.

2.5 The Contractor must process linens in accordance with the CDC guidelines for environment infection control in health care facilities, and should be familiar with the recommendations and procedures of the CDC.

ARTICLE 3. COMPENSATION

3.1 The Contractor shall be compensated at the following rates per pound of laundry processed at the following rates:

1) Personal Laundry/Clothing $0.469/lb.
2) Customer Owned Cubicle Curtains $0.469/lb.
3.2 In consideration of the terms and obligations of this Agreement, the County agrees to pay and the Contractor agrees to accept, an amount not to exceed ONE HUNDRED FIVE THOUSAND, AND 00/100 DOLLARS ($105,000.00) (US CURRENCY) as full compensation for all goods furnished under this Agreement.

ARTICLE 4. PAYMENT AND DELIVERY

Payment shall be made to the Contractor by the County upon the Contractor's submission of a properly executed Albany County Claim Form, plus all supporting documentation, to the Albany County Nursing Home, and acceptance by the County of the claim form.

ARTICLE 5. TERM OF THE AGREEMENT

The term of this Agreement shall commence on January 1, 2019 and continue in effect until December 31, 2019. This Agreement may be renewed for two (2) additional years, in two (2) consecutive one (1) year intervals. Renewals shall be contingent upon renewal of all terms of this Agreement; partial renewals shall not be accepted by the County.

ARTICLE 6. TERMINATION OF AGREEMENT; REMEDY FOR BREACH

6.1 This Agreement may be terminated by the County or the Contractor as follows:

6.1.1 The County may terminate this Agreement if the Contractor refuses or fails to supply enough properly skilled workers or proper materials to meet any of its requirements, if the Contractor fails to make payment to County-approved subcontractors for materials or labor, or disregards laws, ordinances, or rules and regulations or orders of a public entity having jurisdiction over the work, or if the Contractor is substantially in breach of any of its provisions. Additionally, the County may, without cause, order the Contractor in writing, to suspend, delay or interrupt the work in whole or in part for such period of time as the County may determine.

6.1.2 The Contractor may terminate this Agreement if the County is substantially in breach of it.

6.2 In the event of a breach by the Contractor, the 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 work, together with the County’s own costs incurred in procuring a substitute Contractor.

ARTICLE 7. ASSIGNMENT

7.1 Pursuant to §109 of the General Municipal Law, the Contractor is prohibited from assigning, transferring, conveying, subcontracting, or otherwise disposing of this Agreement, or of its right, title, or interest therein, to any other person or entity without the prior written consent of the County.
7.2 The Contractor shall not subcontract for any portion of the services required under this Agreement without the prior written approval of the County. Any such subcontractor shall be subject to the terms and conditions of this Agreement and any additional terms and conditions the County may deem necessary or appropriate.

ARTICLE 8. AVAILABLE DATA

All technical or other data relative to this Agreement in the possession of the County or in the possession of the Contractor shall be made available to the other party to this Agreement without expense to the other party.

ARTICLE 9. COOPERATION

Contractor shall cooperate with the agents, representatives, and employees of the County and the County shall cooperate with the agents, representatives, and employees of the Contractor to ensure that the work delineated herein proceeds and concludes as expeditiously as possible.

ARTICLE 10. NON-DISCRIMINATION

In accordance with Article 15 of the Executive Law (also known as the Human Rights Law), and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor agrees that neither it nor its County-approved subcontractors shall, by reason of age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics, or marital status refuse to hire or employ or to bar or to discharge from employment such individual or to discriminate against such individual in compensation or in terms, conditions or privileges of employment.

ARTICLE 11. EXTRA WORK

If the Contractor is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the Contractor shall promptly notify the County of that opinion. The County shall be the sole judge as to whether or not such work is in fact beyond the scope of this Agreement and whether or not it constitutes extra work. In the event the County determines such work does constitute extra work, it shall provide extra compensation to the Contractor on a negotiated basis.

ARTICLE 12. COMPLIANCE WITH MACBRIDE PRINCIPLES

The Contractor hereby represents that it is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. 3 for 1993, in that Contractor 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 its 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 § 4 of the said Local Law No. 3 for 1993 including, but not limited to, imposing sanctions,
enforcing compliance, recovering damages, declaring the Contractor in default, and/or seeking
debarment or suspension of the Contractor.

ARTICLE 13. IRANIAN ENERGY SECTOR DIVESTMENT

The Contractor hereby represents that the Contractor is in compliance with New York State
General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment,” in that
Contractor 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.

ARTICLE 14. RELATIONSHIP OF THE PARTIES

The Contractor is, and will function as, an independent contractor under the terms of this
Agreement, and shall not be considered an agent or employee of the County for any purpose. The
agents, representatives, and employees of the Contractor shall not in any manner be, or be held out
to be, the agents, representatives, or employees of the County.

ARTICLE 15. INDEMNIFICATION

The Contractor shall defend, indemnify, and save harmless the County, its agents,
representatives, and employees, from and against any and all claims, damages, losses, and
expenses (including, but not limited to, reasonable attorney’s fees) arising out of or in consequence
of any negligent or intentional act or omission of the Contractor, its agents, or employees, to the
extent of its or their responsibility for such claims, damages, losses, or expenses.

ARTICLE 16. INSURANCE COVERAGE

16.1 The Contractor shall procure and maintain for the entire term of this Agreement, without
additional expense to the County, insurance policies of the kinds and in the amounts
provided in the Schedule A attached hereto and made a part hereof. The insurance policies
shall name the County as an additional insured. Such policies may only be changed upon
thirty (30) days prior written approval by the County.

16.2 The Contractor shall, prior to commencing any of the services outlined herein, furnish the
County with Certificates of Insurance showing that the requirements of this article have
been met. The Contractor shall also provide the County with updated Certificates of
Insurance prior to the expiration of any previously-issued Contractor. No work shall be
commenced under this Agreement until the Contractor has delivered the Certificates of
Insurance to the County. Upon failure of the Contractor to furnish, deliver, and maintain such insurance certificates as provided above, the County may declare this Agreement suspended, discontinued or terminated.

16.3 As required by Section 108 of the N.Y. General Municipal Law, this Agreement shall be of no force and effect unless the Contractor shall secure compensation for the benefit of, and keep insured during the life of this Agreement, all employees engaged thereon in compliance with the provisions of the N.Y. Workers' Compensation Law. The Contractor shall require any subcontractor authorized by the County to do likewise for all of their employees engaged thereon, all in compliance with the provisions of the N.Y. Workers' Compensation Law and of Schedule A of this Agreement.

ARTICLE 17. NON-COLLUSIVE BIDDING

By execution of this Agreement, the Contractor warrants, under penalty of perjury, that to the best of their knowledge and belief the prices communicated to the County in establishing the costs of goods and services covered in this Agreement have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition. The Contractor warrants that it is in compliance with NYS General Municipal Law Sec. 103-d with regard to the prices of goods and services covered in this Agreement.

ARTICLE 18. NO WAIVER OF PERFORMANCE

Failure of the County to insist upon strict and prompt performance of the provisions of this Agreement, or any of them, and the acceptance of such performance thereafter shall not constitute or be construed as a waiver or relinquishment of the County's right thereafter to enforce the same strictly according to the tenor thereof in the event of a continuous or subsequent default on the part of the Contractor.

ARTICLE 19. ACCOUNTING RECORDS

19.1 The Contractor shall maintain complete and proper accounting records that shall clearly identify all costs associated with and revenue derived from the work performed under this Agreement. Such records shall be subject to periodic and final audit by the County upon request.

19.2 The Contractor shall provide the County and authorized State and/or Federal personnel access to any and all books, documents, records, charts, software or any other information relevant to performance under this Agreement, immediately upon request.

19.3 The Contractor shall retain all of the above information for six (6) years after final payment or the termination of this Agreement, and shall make such information available to the County and authorized State and/or Federal personnel during such period.
ARTICLE 20. NON-APPROPRIATIONS

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.

ARTICLE 21. CHANGE IN LEGAL STATUS OR DISSOLUTION

During the term of this Agreement, the Contractor agrees that, in the event of its reorganization or dissolution as a business entity or change in business, the Contractor shall give the County thirty (30) days written notice in advance of such event.

ARTICLE 22. LICENSES

The Contractor shall at all times obtain and maintain all licenses required by New York State, or other relevant regulating body, to perform the services required under this Agreement.

ARTICLE 23. PARTIAL INVALIDITY

If any term, part, provision, section, subdivision, or paragraph of this Agreement shall be held to be unconstitutional, invalid, or ineffective, in whole or in part, such determination shall not be deemed to invalidate the remaining terms, parts, provisions, sections, subdivisions, or paragraphs.

ARTICLE 24. HEADINGS – CONSTRUCTION

The headings appearing in this Agreement are for the purpose of easy reference only and shall not be considered a part of the Agreement or in any way to modify, amend, or affect the provisions hereof.

ARTICLE 25. NOTICES

All notices, consents, waivers, directions, requests, or other instruments or communications provided for under this Agreement shall be deemed properly given if, and only if, delivered personally, sent by registered or certified United States mail, postage prepaid, or, with the prior consent of the receiving party, dispatched via facsimile transmission.

ARTICLE 26. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
ARTICLE 27. PERFORMANCE BOND

The Contractor, within seven (7) days after the date of notification of the acceptance of its Bid, is required to provide security to the County in a form satisfactory to the Albany County Purchasing Agent or the Albany County Attorney. Such a security shall be equal to 100% of the successful bid, or ONE HUNDRED AND FIVE THOUSAND AND 00/100 ($105,000.00) DOLLARS. Should the Contractor fail to do so, the Contractor shall be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County.

ARTICLE 28. MODIFICATION

This Agreement may only be modified by a formal written amendment executed by the parties.

ARTICLE 29. EXECUTION OF DOCUMENTS

This Agreement may be executed in one or more counterparts, each of which shall constitute an original Agreement, but all of which together shall constitute one and the same instrument.

ARTICLE 30. STORMWATER MANAGEMENT PROGRAM

The Contractor specifically agrees to comply with the terms and conditions of the County’s stormwater management program (SWMP) as set forth in Albany County Local Law No.7 for 2007 and further agrees to implement any corrective actions identified by the County or a representative. The Contractor understands that the County must comply with the conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit (GP-0-10-002) for stormwater discharges from the Municipal Separate Storm Sewer Systems (MS4s) and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. The Contractor further understands that any non-compliance will not diminish, eliminate or lessen the Contractor’s own liability. The Contractor shall execute and deliver to the County a certification statement prior to commencing any work.

ARTICLE 31. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and no representations or promises have been made except as expressly set forth herein.

(The Rest Of This Page Left Intentionally Blank).
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) hereunder set forth.

COUNTY OF ALBANY

DATED: 1/3/19

BY: Daniel P. McCoy
    Albany County Executive
    or
    Philip F. Calderone
    Deputy County Executive

PLAZA LINEN SERVICE

DATED: 2/4/19

BY: [Signature]
STATE OF NEW YORK  
COUNTY OF ALBANY  

On the ___ day of ____________, 201__, before me, the undersigned, personally appeared DANIEL P. McCOY personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC

STATE OF NEW YORK  
COUNTY OF ALBANY  

On the ___ day of ____________, 201__, before me, the undersigned, personally appeared PHILIP F. CALDERONE personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

MICHAEL A. LALLI
NOTARY PUBLIC - STATE OF NEW YORK
No. 01LA6322012
Qualified in Albany County
My Commission Expires March 30, 2021

______________________________
NOTARY PUBLIC

STATE OF NEW YORK  
COUNTY OF ____________  

On the ___ day of ____________, 201__, before me, the undersigned, personally appeared _______ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that s/he executed the same in her/his capacity, and that by her/his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

______________________________
NOTARY PUBLIC

KAREN RAE ZULLO
Notary Public, State of New York
No. 01ZU5048676
Qualified in Schoharie County
My Commission Expires Sept. 5, 20__
SCHEDULE A

INSURANCE COVERAGE

The kinds and amounts of insurance to be provided are as follows:

1. Workers' Compensation and Employers Liability Insurance: A policy or policies providing protection for employees in the event of job related injuries.

2. Automobile Liability Insurance: A policy or policies with the limits of not less than $500,000 for each accident because of bodily injury, sickness or disease, including death at any time, resulting there from, sustained by any person caused by accident, and arising out of the ownership, maintenance or use of any automobiles; and with the limits of $500,000 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 automobiles.

3. General Liability Insurance: A policy or policies including comprehensive form, personal injury, contractual, products/completed operations, premises operations and broad form property insurance shall be furnished with limits of not less than:

<table>
<thead>
<tr>
<th>Liability for:</th>
<th>Combined Single Limit:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bodily Injury</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>Personal Injury</td>
<td>$1,000,000.00</td>
</tr>
</tbody>
</table>
October 4, 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 enter into an agreement with Coretactics. Through the RFP process (RFP-2019-090), Coretactics was the only bidder.

Coretactics has been our clinical consultant and has performed admirably in all aspects of clinical oversight. They have been instrumental in monitor our Quality Measures that influence reimbursement and will be assisting the nursing home staff with their application to move from Bronze to Silver under the American Health Care Association Quality Awards Program.

The annual fee will be $150,000.00, which is the same as their previous contract.

We respectfully request approval of this consulting 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):
Coretactics Healthcare Consulting to Provide Clinical Consultation

Date: October 3, 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
File #: TMP-1181, Version: 1

☐ Revenue

Increase Account/Line No.: Click or tap here to enter text.
Source of Funds: Click or tap here to enter text.
Title Change: Click or tap here to enter text.

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):
Coretactics Healthcare Consulting, Inc.
250 Osborne Road
Albany, New York 12205

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

Amount/Raise Schedule/Fee: $150,000.00
Scope of Services:
Coretactics will provided clinical consultation and oversite to the direct care disciplines to ensure compliance to CMS and NYSDOH regulatory requirements, as they relate to the quality measures and improvement, evidence based practice, survey preparation, Quality Assurance and Performance Improvement (QAPI) data collection and utilization and the development of our American Health Care Association Silver Quality Award application.

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: Click or tap here to enter text.
Revenue Amount: Click or tap here to enter text.
Appropriation Account and Line: 44069
Appropriation Amount: $150,000.00
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) 11/1/2019 - 10/31/2020
Length of Contract: 12 months
Impact on Pending Litigation Yes ☐ No ☑
If yes, explain: Click or tap here to enter text.
Previous requests for Identical or Similar Action:
Resolution/Law Number: 439
Date of Adoption: 10/9/2018

Justification: (state briefly why legislative action is requested)
Shaker Place Rehabilitation and Nursing Center staff require clinical consultation, supervision and monitoring to ensure compliance to Federal and State regulatory standards. With the implementation of the new PDPM reimbursement system, the CMS Requirements of Participation, revisions to the Quality Measures that influence our reimbursement system and Five Star Rating our staff require hands on education and mentoring through these changes that are offered by Coretactics. Through the RFP process, (RFP 2019-090) Coretactics was the only bidder. We ask they as per this RFP, that they be rewarded this one-year contract, with two one-year renewals.
SECTION I

County of Albany

Request for Proposals
Albany County Nursing Home

RFP #2019-090
Nurse Consulting Services

Submitted by:

Coretactics, Inc.
250 Osborne Road
Albany, NY 12205
Phone: 518-512-3819

Contact:
Amy Lee, RN, BSN, MSN, CRRN, QCP
President/CEO

Date Submitted: August 26, 2019
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SECTION II: QUALIFICATION/EXPERIENCE

3.1 Provide the name, a brief history and description of your firm.

Headquartered in Albany, New York, Coretactics™, Inc. is a privately owned consulting company established in 2014. With an overall goal of improving quality outcomes and regulatory compliance, our consulting services focus on developing effective management teams, policy & procedures, quality improvement processes and staff training/clinical competency programs.

In addition, we offer a number of focused services and training programs allowing skilled nursing and assisted living facility’s to achieve internal strategic goals and reach their desired level of quality excellence:

**Process Analysis & Systems Development**
- Policy & Procedure
- Quality Assurance Performance Improvement (QAPI)
- Continuous Survey Readiness Systems
- Risk Management
- Survey Plans of Correction
- CMS Quality Measures / CMS Five Star Rating
- Survey Readiness Audits
- MDS 3.0 & Quality Measure
- AHCA National Quality Award (For details, visit www.ahcanca.org.)

**Training**
- Reducing Re-hospitalizations
- Antipsychotic Medication Reduction
- MDS 3.0/CAAs/Care Planning
- Root Cause Analysis (RCA)
- Dementia Care & Management
- Falls Prevention
- Incidents & Accidents
- Wound Care – Pressure Ulcer Management
- Restraint Reduction / Alarm Reduction
- End-of-Life Care and Advanced Care Planning
- Leadership/Management Skills

*Please visit www.core-tactics for more detail on service offerings.*
3.2 Identify your firm's professional staff members who will be involved in the County engagement and the experience each possess and the location of the office from which each work.

<table>
<thead>
<tr>
<th>Professional staff member who will be involved in engagement:</th>
<th>Amy E. Lee, RN, BSN MSN, CRRN, QCP President/CEO Coretactics, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary office location:</td>
<td>250 Osborne Road Albany, NY 12205</td>
</tr>
</tbody>
</table>

**Experience**

Amy Lee is an experienced Registered Nurse with a Master's in Nursing and a Certification in Nursing Rehabilitation. She brings her decades of experience in acute and long-term care together in a holistic approach to health care management. Her clinical experience includes an extensive acute and long-term care background with a specialty in orthopedics, clinically complex geriatrics, long-term & sub-acute care, traumatic brain injury and rehabilitative services.

She is the founder and President/CEO of Coretactics Healthcare Consulting providing leadership and vision for clinical development, building effective management teams, policy and process development, regulatory compliance and quality improvement. She has established a best practice approach utilizing up-to-date clinical practice, complex continuous quality improvement tracking systems and is a Senior Examiner Team Leader for the National AHCA Quality Award Program.

She promotes the development of innovative practices in falls management, wound care, antipsychotic medication reduction and reduction of re-hospitalizations just to name a few. Her experience with MDS utilization as it relates to coding accuracy, Quality Measures and PPS & Case Mix reimbursement allows her to provide guidance in individualized care planning, regulatory compliance and RUG utilization.

Amy’s expertise has made her a sought after national speaker and trainer by a number of well-respected local and national associations including AHCA, NYSHFA, RIHCA, VTHCA, NHHCA, MHCA, VTHCA and many other state and local professional associations and ownership groups. Her topics range from reducing re-hospitalizations, QAPI, VBP, QRP, CMS Five Star, medication reconciliation, nursing leadership, approaches to quality improvement, infection control program development and innovative approaches to person-centered care and dementia care.

4
RESUME

Amy E. Lee, RN, BSN, MSN, CRRN
50 Northern Turnpike
Johnsonville, New York 12094
(518) 753-0341

Work Experience:

2014-Present  Coretactics Healthcare Consulting, Inc., Johnsonville, NY

CEO, President
Healthcare consulting services for Skilled Nursing and Assisted Living Facilities with a primary focus on improving quality and reimbursement outcomes.

2003-2014  Capital Living & Rehabilitation Centres, Schenectady, NY

Director of Quality Initiatives and Clinical Development
Member of the Senior Management team providing clinical and operational oversight to eight LTC/sub-acute facilities. Responsible for continued growth of clinical & rehabilitation services, compliance, performance improvement and policy/program development.

2000–2003  McClellan Health System, Cambridge, NY

Executive Director of Patient Care Services/CNO, 2001-2003
Senior Manager for Emergency Room, Acute Care, Skilled Nursing Facility, Infection Control, Quality Management, Cardiopulmonary, Physical/Speech/Occupational Therapy, Pharmacy, Cardiac Rehabilitation, Dietary, Nutritional Services, Case Management and Nursing services.

Director of Nursing, 2000-2001
Management of nursing and interdisciplinary communication for 40 bed SNF/Sub-acute Unit; development and implementation of policy and procedures; development of nursing career ladder and continuing education program. Successfully decreased NYS DOH survey deficiencies from thirteen to two.

Program Director, 1998-2000
Management of interdisciplinary team; budgetary and staffing responsibilities for all departments supervised; program development; policies and procedures; quality improvement; regulatory compliance for NYS/JCAHO; development and execution of marketing plan.

Clinical Evaluator, 1996-1998
On-site clinical evaluations; hospital and physician marketing for a 40 bed subacute unit, 30 bed pediatric subacute/TBI unit, 20 bed young adult TBI unit and 80 bed long term care unit.

Staff Nurse, Nursing Supervisor, Nurse Manager, 1993-1996
Per diem Staff Nurse/Nurse Manager and full-time weekend Nursing Supervisor of a 40 bed subacute/80 bed skilled nursing facility.

1993-1996  St. Mary’s Hospital, Troy, New York

Staff Nurse – Oncology, Pediatric, Diabetic, and Progressive Care Units.
Charge Nurse – Acute care orthopedic/medical surgical unit.

1992-1993  Albany Medical Center Hospital/Albany Family Practice Group, Albany, New York

Assistant Head Nurse – Management of resident medical physicians, Nurse Practitioners, Certified Nursing Assistants, and clerical staff. Assist 15+ physicians for outpatient procedures and routine office visits/procedures.

1991-1992  Samaritan Hospital, Troy, New York

Staff Nurse – 40 bed Orthopedic/Medical Surgical Unit

Education:

Samaritan Hospital School of Nursing 1991- Associates Degree in Nursing
2215 Burdett Avenue
Troy, New York 12180
Saint Joseph's College of Maine 2009 - Bachelor of Science in Nursing
278 Whites Bridge Road 2012 - Master of Science in Nursing
Standish, ME 04084-5263 (specialization in Nursing Administration)

Organizations and Certifications:

- American Health Care Association (AHCA) Senior Examiner, Team Leader –
  National Quality Award Program (2010 – ongoing)
- Certified Rehabilitation Registered Nurse (CRRN).
- A member of the Association of Rehabilitation Nurses (ARN).
- NYS PRJ Certification.
- MDS 3.0 Certified.
- Assoc. Member of New York State Health Facilities Assoc. (NYSHFA); Participant
  of the Quality Care Committee & Nurse Leadership Program
- Assoc. Member of American College of Health Care Administrators – NY Chapter
  (ACHCA)
- Board of Directors, Albany Visiting Nurses Assoc. (AVNA)
- Oasis Program – Master Trainer (Person centered approach to dementia care)
SECTION III: REFERENCES

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number.

<table>
<thead>
<tr>
<th>Professional staff member who will be involved in engagement:</th>
<th>Amy E. Lee, RN, BSN MSN, CRRN President/CEO  Coretactics, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary office location:</td>
<td>250 Osborne Road  Albany, NY 12205</td>
</tr>
</tbody>
</table>

3.4 Detail your firm's experience with projects that involved the quality improvement in the overall organization and management of a nursing department.

Coretactics provides healthcare consulting services built upon their mission statement:

"Coretactics™ is a quality-driven consulting service that implements proven systems and processes into daily operations to achieve positive outcomes in resident care, regulatory compliance, and the financial well-being of health care organizations. Through the proper integration of evidence-based tools, education, and side-by-side training into existing client approaches, it is our mission to bring organizations to a new level of excellence."

Involvement with local NYS and National organizations such as NYSHFA, RIHCA, VTHCA, AHCA, AANAC and ARN, in addition to participating in the AHCA National Quality Award program over the past seven years, is an attestation to our commitment and high level of expertise in quality improvement.

Our client approach has proven effective in stand-alone and multi-facility organizations. Using a tiered approach, beginning with an initial analysis of an organization’s leadership team abilities, their understanding of quality improvement/performance improvement (QAPI) and their current systems/processes, our firm creates a gap
analysis and structured work plans for improvement in targeted areas. Project outcomes are duly driven to not only improve quality outcomes and processes but to also create a structure that sustains these improvements. We work side-by-side with our clients in a train-the-trainer approach throughout and have proven positive results in client’s CMS Five Star Rating, CMS Annual Surveys, CASPER Quality Measures, NYS Nursing Home Quality Initiative and National Quality Award recognition just to mention a few.

Testimonial...

“I have had the pleasure of knowing Amy Lee for over 12 years and she is an outstanding person to work with. Her intelligence, solid clinical skills and “can do” upbeat personality inspires staff to perform at levels they never envisioned.

Amy is a person who has the ability to turn any difficult challenge, in a short period of time, into a positive outcome. Her approach is a strong emphasis on quality, how to achieve it and most importantly maintain it with sound systems of monitoring. She is respected by everyone and has the ability to teach at any level. She would be a great asset to engage in any organization with her problem solving abilities and quality programs.”

Multi-facility Owner and CEO, NY
3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

Stephen Hanse, Esq.
President & CEO
New York State Health Facilities Association
333 Elk Street, Suite 300
Albany, NY 12207
518-462-4800 x11
shanse@nyshfa-nyscai.org

Nancy Leveille, RN, MS
Executive Director, Foundation for Quality Care
New York State Health Facilities Association
333 Elk Street, Suite 300
Albany, NY 12207
518-462-4800 x20
nleveille@nyshfa.org

Shelly Glock, Director - Division of Nursing Homes and Surveillance
875 Central Avenue
Albany, NY 12206
518-408-1267
Shelly.glock@health.ny.gov
3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

Amy Lee, President/CEO of Coretactics, is an active participant on the Board of Directors for the Albany Visiting Nurses Association.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.

See page 19
SECTION IV: PLAN IMPLEMENTATION

Scope of Services:

Albany County Nursing Home's objectives are:

1. Focus on continuous quality improvement and enhancement of publicly reported outcomes, both Federal and NYS.
2. Develop processes and programs to ensure ongoing regulatory compliance with Phase 3 Requirements of Participation.
3. Continue the quality improvement journey through the AHCA/NCAL Quality Award Program.
4. Continue to strengthen workforce development initiatives with a focus on nursing leadership skills, clinical competency and workforce retention.
5. Continued process improvement through evidence based practices.
Recommendation:

4.1 Scope of Services - General

Coretactics will assess and identify opportunities to enhance publicly reported quality outcomes, work collaboratively with leadership and staff development to address workforce development and retention efforts, develop processes to ensure compliance with Phase 3 regulatory changes and provide guidance in the development of the AHCA/NCAL Quality Award – Silver Application.

4.2 Scope of regulatory compliance

- Design a facility specific Continuous Survey Readiness system utilizing the Critical Element Pathways developed by Center for Medicare and Medicaid Services (CMS) and utilized by the NYS Survey Team, historical survey deficiencies and current high-risk/common deficiency areas in NYS.
- Work collaboratively with the ADON/designee to implement this survey readiness process and integrate it into the facilities current Quality Assurance process.
- Assess and conduct a gap analysis of current RoP Phase 3 readiness. Work collaboratively with facility leadership to develop and implement processes to ensure regulatory compliance prior to the November 26, 2019 implementation date.

4.3 Scope of quality improvement

- Assess and conduct a gap analysis of current data collection methods in an effort to assist the leadership team to have efficient ongoing monitoring systems for key outcomes.
- Assess and identify opportunities for improvement in all Federal and State quality outcomes including: VBP, QRP, NYS NHQI, CMS 5 Star and CASPER Reports
- Provide staff education to improve Federal and State quality outcomes and work collaboratively with leadership staff to implement processes to sustain improvements.
- Educate leadership staff on the intent and criteria for the AHCA Silver Quality Award.
- Provide oversight and guidance for leadership throughout the development of the AHCA Silver Quality Award prior to the January 2020 submission deadline.
4.4 Scope of workforce development

- Initial and ongoing meetings throughout project with the Director of Nursing & key nursing/medical leadership (Assistant Director of Nursing, RN Supervisors, RN Managers, In-service Educator, Infection Control Nurse, Medical Director & QAPI Coordinator) to identify opportunities for workforce development.
- Work collaboratively with the DNS, ADON, QAPI Coordinator to provide ongoing education and guidance to ensure all internal investigations are investigated thoroughly, root cause analysis is conducted, corrective actions are identified & implemented to rule out abuse, neglect, mistreatment and exploitation.
- Conduct an ongoing review of organizational policies to identify areas for enhancement based on evidence based clinical processes & regulatory requirements.
- Work with the Staff Development Coordinator to identify priority staff training topics and competency needs that will enhance to overall quality of resident care.
- Assess current knowledge base and develop a workplan for the Infection Preventionist that will ensure regulatory compliance with recent regulatory updates for infection prevention/control and antibiotic stewardship.
- Work collaboratively with the Executive Director and Director of Nursing to provide routine education to the ADON an RN Supervisors in an effort to enhance management skills and improve quality of care.

Subsequently, Coretactics will provide GAP analysis and feedback to the Administrator and Nursing Administrative staff that includes:

- Propose recommendations for policy revision/removal, based on GAP analysis
- Develop competencies based on facility policy that correlate with identified opportunities
- Provide education and a proposed process based on QAPI Process assessment
- Propose tools for QAPI data collection and educate staff on proper utilization to enhance performance in key clinical areas
- Develop clinical competencies based on current/revised policies and procedures
- Propose process for Continuous Survey Readiness to promote regulatory compliance
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 organization, under penalty of perjury, that to the best of knowledge and belief:

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

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not 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

President/CEO

Title

CoreTactics, Inc.

Date

Company Name
ATTACHMENT "B"
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF __________________________ )
COUNTY OF __________________________ ) SS.

On this ______ day of __________________, 20__, before me personally appeared
____________________________________, who, being duly sworn, did say that he resides at __________________________, who
executed the within instrument, and that he (she) severally acknowledged to me that he (she) executed the same.

Notary Public, State of __________________________
Qualified to __________________________
Commission Expires __________________________

If Corporation:

STATE OF __________________________
COUNTY OF __________________________ ) SS.

On this ______ day of __________________, 20__, before me personally appeared
____________________________________, who, being duly sworn, did say that he resides at __________________________, that he is the (give title)
President/CEO __________________________ of the (name of corporation)
__________________________, 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.

MICHELLE FITCH
Notary Public, State of New York
No. 01F13924897
Qualified in Schoharie County
Commission Expires May 19, 2023

Notary Public, State of New York
Qualified in Schenectady County
Commission Expires May 15, 2020

If Partnership:

STATE OF __________________________
COUNTY OF __________________________ ) SS.

On the ______ day of __________________, 20__, before me personally came,
____________________________________, to me known to be the individual who executed the signatures, 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**

<table>
<thead>
<tr>
<th><strong>1. VENDOR IS:</strong></th>
<th><strong>1. IDENTIFICATION NUMBERS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>BY PRIME CONTRACTOR</td>
<td><strong>a) FEIN # 47-2835705</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>2. VENDOR'S LEGAL BUSINESS NAME</strong></th>
<th><strong>b) DUNS #</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Coretactics, Inc.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>3. DBA - Doing Business As (if applicable) &amp; COUNTY FIELD</strong></th>
<th><strong>1. WEBSITE ADDRESS (if applicable)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td><a href="http://www.core-tactics.com">www.core-tactics.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>4. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE</strong></th>
<th><strong>7. TELEPHONE NUMBER</strong></th>
<th><strong>8. FAX NUMBER</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>250 Osborne Road, Albany, NY 12205</td>
<td>518-512-3819</td>
<td>N/A</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE IN NEW YORK STATE (if different from above)</strong></th>
<th><strong>10. TELEPHONE NUMBER</strong></th>
<th><strong>11. FAX NUMBER</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>12. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: Amy Lee</td>
</tr>
<tr>
<td>Title: President/CEO</td>
</tr>
<tr>
<td>Telephone Number: 518-512-3819</td>
</tr>
<tr>
<td>Fax Number:</td>
</tr>
<tr>
<td>Email: <a href="mailto:amy.lee@core-tactics.com">amy.lee@core-tactics.com</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th><strong>13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>NAME</strong></td>
</tr>
<tr>
<td>Amy Lee</td>
</tr>
</tbody>
</table>

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 add the county in making a determination of vendor responsibility. Please number each response to match the question number.

14. **DOES THE VENDOR IN THE LAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or DBA OTHER THAN THOSE LISTED IN DLAG 3A ABOVE?** List all other business names (Fein, Fed Id, Employee Identification Number) and the dates these names or numbers were in tax. Explain the relationship to the vendor.

15. **ARE THERE ANY INDIVIDUALS NOT SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PERSONNEL, OWNERS AND OFFICERS, WHO HAVE SERVED IN THIS CURRENT YEAR, WHO SERVED IN THE LAST FIVE (5) YEARS HAVE SERVED AS**
   - [ ] An elected or appointed public official or officeholder?
   - [ ] An officer of any political organization in Albany County, whether paid or unpaid?

19
16. WITHIN THE PAST (3) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OFFICERS, DIRECTORS, MAJOR STOCKHOLDERS (1%) OR SOME OF THE VOTING SHARES FOR PRIVATELY HELD COMPANIES, PSOR OF ANY OTHER COMPANIES, AFFILIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

   a)  been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process?
   □ Yes  ☐ No

   b)  been disqualified for cause as a bidder on any public, bona, conviction or issue or law?
   □ Yes  ☐ No

   c)  entered into an agreement or reorganization plan with creditors or other interested parties?
   □ Yes  ☐ No

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES BEEN ACQUIRED, LIQUIDATED, LANNED OR CEASED TO EXIST BY ANY GOVERNMENTAL AGENCY?

   □ Yes  ☐ No

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

   a)  file or pay any applicable local, state or city taxes?
   □ Yes  ☐ No

   b)  file or pay any applicable state or federal taxes?
   □ Yes  ☐ No

   c)  pay any New York State employment tax?
   □ Yes  ☐ No

   d)  pay property tax?
   □ Yes  ☐ No

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN

   a)  filed against the vendor or its affiliates?
   □ Yes  ☐ No

   b)  closed against the vendor or its affiliates?
   □ Yes  ☐ No

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INSOLVENCY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT?

   □ Yes  ☐ No

21. PROVIDE FINANCIAL INQUIRY FOR SUPPORT THE VENDOR'S CURRENT POSITION, FOR EXAMPLE, CURRENT RATIO, DEBT RATIO, AGE OF ACCOUNTS PAYABLE, CURRENT ASSET AND ANY DOCUMENTS THAT WILL PROVIDE THE VENDOR'S CURRENT POSITION.

   □ Yes  ☐ No
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes ☐ No

- made, entered into, or had its money called upon to ensure, any contract (public or private) exceeded.

Indicate if this is applicable to the subgranting vendor or affiliates. Detail the circumstances of any claims due to the}

collapse action. Any corrective action taken by the vendor and the name of the contracting agency.

---

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;
(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: NY  
County of: Albany  

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 approval of a submitted proposal; and 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 210.25 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to 5 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 reputation;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is willing to verify the Albany County Purchasing Division of any material changes to the vendor's response.

Name of Business: CoreTactics, Inc.  
Address: 250 Osborne Rd  
City, State, Zip: Albany, NY 12205  

Signature of Owner:  
Printed Name of Signature:  
Title: President/CEO

MICHELLE FITCH  
Notary Public, State of New York  
Notary Public, State of New York  
Quashed in Saratoga County  
Commission Expires May 18, 2020

Signature:  
Printed Name:  
Date: 3/1/19

Page 22
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 therefore. Where
Paragraph A above cannot be complied with, the Purchasing Unit to the political
subdivision, public department, agency or official thereof to which the bid/proposal is
made, or his designee, may award a bid/proposal, on a case by case 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 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/CEO

[Title]
[Company Name]

[Date]
### ACORD

**Certificate of Liability Insurance**

**Client:** 1872552  
**Policy:** 2252051

**Producer:**
- **Entity:** USI Insurance Services LLC  
- **Address:** 726 Exchange Street, Buffalo, NY 14216  
- **Phone:** 855-874-0123  
- **Email:** peggy.foote@usi.com

**Insured:**
- **Name:** Coretactics Inc  
- **Address:** 250 Debase Road, Albany, NY 12205

**Coverages**

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Limit</th>
<th>Description</th>
<th>Occurrence Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A:</strong> Commercial General Liability</td>
<td>$223,000</td>
<td></td>
<td>09/01/2019</td>
</tr>
<tr>
<td><strong>B:</strong> Professional Liability</td>
<td>$1,000,000</td>
<td></td>
<td>09/15/2018</td>
</tr>
</tbody>
</table>

**Description of Operations/Locations (Policy A):**
- Albany County: Additional Risk is included on General Liability policy.

**Certificate Holder:**
- **Name:** Albany County  
- **Address:** 112 State Street, Albany, NY 12207  
- **Policy:** RFP 2019-090

**Cancellation:**
- **Notice:** Should any of the above-disclosed policies be cancelled before the expiration date, notice will be delivered in accordance with the policy provisions.

© 2015 ACORD CORPORATION. All rights reserved.
Thank You for Joining us!

Any Questions?

Sarah Ragone, MSPT, RAC-CT, QCP
VP of Reimbursement & Education
Coretactics Healthcare Consulting, Inc.
sarah.ragone@core-tactics.com
COUNTY OF ALBANY

REQUEST FOR PROPOSALS

SHAKER PLACE REHABILITATION AND NURSING CENTER

RFP # 2019-090

NURSING CONSULTING 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 PROPOSAL, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFP.

Company Name:

Address:

City: __________________________ State: ______________ Zip Code: ______________

Contact Person: __________________________

Title: __________________________

Phone Number: __________________________ Fax Number: __________________________ E-Mail: __________________________

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 __________________________
COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 820
ALBANY, NY 12207

NON-PROPOSER RESPONSE
RFP #2019-090

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

☐ Could not meet Scope of Services.
☐ Items or materials requested not manufactured by us or not available to our company.
☐ Insurance requirements too restricting.
☐ Bond requirements too restricting.
☐ 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/proposal.
☐ Other reasons; please state and define: _______________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

________________________________________________________________________________________

Vendor Name: ________________________________
Contact Person: ______________________________
Vendor Address: ______________________________
Vendor Telephone: ___________________________
NOTICE TO PROPOSERS -- ALBANY COUNTY
REQUEST FOR PROPOSALS #2019-090

Sealed Proposals for Nursing Consultant Services as requested by Shaker Place Rehabilitation and Nursing Center will be received by the Albany County Purchasing Agent, Room 820, 112 State Street, Albany, New York 12207 until 4:30 PM, local time on Friday, August 30, 2019.

Request for Proposal (RFP) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFP 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 August 15th, 2019.

Karen A. Storm
Purchasing Agent

Dated: August 8, 2019
Albany, New York

PUBLISH ONE DAY – AUGUST 15 2019 -- THE EVANGELIST
PUBLISH ONE DAY – AUGUST 15 2019 -- THE TIMES UNION
COUNTY OF ALBANY
REQUEST FOR PROPOSALS
NURSING CONSULTANT SERVICES
SHAKER PLACE REHABILITATION AND NURSING CENTER
RFP #2019-090

RFP DISTRIBUTION- IMPORTANT NOTICE

The County of Albany officially distributes RFP documents through the Purchasing Division Office or through the Empire State Bid System website at http://www.empirestatebidsystem.com. Copies of RFP documents obtained from any other source are not considered official documents. Only those vendors who obtain proposal 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: PURPOSE

1.1 The County of Albany is seeking proposals for Nursing Consultant as requested by Shaker Place Rehabilitation and Nursing Center.

1.2 To provide quality improvement services that will enhance the overall organization and management of the nursing department.

1.3 The individual or firm must have a demonstrated experience in conducting outcome based nursing home projects as described in the scope of services.

SECTION 2: RECEIPT OF PROPOSALS

2.1 Five (5) copies, and (1) electronic copy on CD or flash drive, of the Proposal and other required documents must be submitted, sealed in an opaque envelope clearly marked with the name and number of the Proposal and the name and address of the Proposer. Proposals must be received no later than 4:30 P.M. on FRIDAY AUGUST 30, 2019, at the following address:

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

2.2 The Proposal submitted by the individual Proposer(s) is the document upon which Albany County will make its initial judgment regarding the Proposer's qualifications, understanding of the County's scope and objectives, methodology, and ability to complete services under the contract.
2.3 Those submitting Proposals do so entirely at their expense. There is no express or implied obligation by Albany County to reimburse any firm or individual for any costs incurred in preparing or submitting Proposals, preparing or submitting additional information requested by the County, or for participating in any selection interviews.

2.4 Submission of any Proposal indicates acceptance of the conditions contained in the RFP, unless clearly and specifically noted otherwise in the Proposal.

2.5 Albany County reserves the right to reject any and all Proposals, in whole or in part, submitted in response to its RFP.

2.6 Albany County reserves the right to waive any and all informalities and to disregard all non-conforming, non-responsive or conditional Proposals.

2.7 Albany County may, at any time by written notification to all Proposers, change any portion of the RFP described and detailed herein.

2.8 Proposals will be examined and evaluated by Shaker Place Rehabilitation and Nursing Center.

2.9 During the evaluation of Proposals, the County may require clarification of information or may invite Proposers to an oral presentation to amplify and or validate Proposal contents.

SECTION 3: QUALIFICATION OF PROPOSER

Provide a statement of Proposer qualifications including:

3.1 Provide the name, a brief history and description of your firm.

3.2 Identify your firm’s professional staff members who will be involved in the County engagement and the experience each possesses and the location of the office from which each work.

3.3 Name and title of person(s) authorized to bind the Proposer, together with the main office address, and telephone number (including area code).

3.4 Detail your firm’s experience with Nursing Consulting Services.

3.5 Provide at least two (2) references from similar projects including name, addresses and telephone numbers.

3.6 Provide any additional information that would distinguish your firm in its service to Albany County.

3.7 Proposer shall include a completed “Vendor Responsibility Questionnaire” (Attachment “C”) with the Proposal.
3.8 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Proposer to perform the work. The Proposer 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 Proposal if the information submitted by, or investigation of, such Proposer fails to satisfy the County that such Proposer is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional Proposals will not be accepted.

SECTION 4: SCOPE OF SERVICES

4.1 Scope of Services to include:

- Focus on regulatory compliance with NYS & Federal updates.
- Focus on continuous quality improvement and enhancement of publicly reporting outcomes NYS Nursing home Quality Initiative.
- Focus on continued development of the Nursing Services Department.
- Focus on continued process improvement through evidence based practices.

4.2 Within the scope of regulatory compliance:

- Design and implement a Continuous Survey Readiness system. Work with the DON and ADON to ensure the process is implemented and integrated into the QAPI Program.
- Develop processes and programs to ensure regulatory compliance with the upcoming Phase 3 CMS Requirements of Participation (Trauma Informed Care Program, Ethics & Compliance Program, QAPI Data Collection & Utilization, etc.).
- Ensure processes are in place to comply with additional NYS and Federal regulatory changes occurring after Phase 3 implementation.

4.3 Within the scope of quality improvement

- Work collaboratively with the facility leadership staff to identify opportunities for improvement in the publicly reported quality measures (CMS 5 Star Rating, CASPER Reports, NYS NHQI and VBP).
- Provide education and recommendations to key leadership throughout the development of the AHCA Silver Quality Award.

4.4 Within the scope of workforce development

- Provide continued support and act as a resource to the Director of Nursing to enhance clinical services and promote continued growth in the department.
- Assist the Director of Quality Improvement with the review of investigations and implementation of corrective actions if indicated.
- Provide support to the Staff Development office to enhance clinical competency and implement programs to improve retention.
- Mentor the Infection Preventionist with a focus on:
  - Regulatory compliance & reporting requirements.
  - Establishing best practices in infection and prevention & control.
  - Data collection, tracking and trending.
  - Understanding and updating infection control policies and competencies.

RFP3
○ Infection control rounds.
○ Antibiotic stewardship and tracking progress.

- Mentor the Assistant Director of Nursing and RN Supervisors on effective management skills; leadership, organizational, and communication skills, supervisory skills as well as day-to-day management and long-term planning of the resident unit.

SECTION 5: TERM OF CONTRACT:

5.1 The contract period shall be for one (1) year from the execution of the contract.

5.2 At the end of the initial one year contract term upon mutual agreement of the County and the Contractor, the agreement may be renewed for two (2) additional years, in two (2) consecutive one-year intervals. Renewal of multiple item bid awards shall be contingent upon renewal of all items; partial renewals shall not be accepted by the County.

5.3 The successful Proposer shall execute a contract with the County of Albany in substantial conformance with this RFP as prepared and approved by the County Attorney.

SECTION 6: COST PROPOSAL:

6.1 Submit a cost proposal for the services described above in Section 4, Scope of Services, and on the Cost Proposal Form included herein.

6.2 Detail the fee structure for the Proposal. Provide hourly rates and reimbursable costs if not included in the lump sum.

6.3 The Registered Nurse consultant is required to be on-site one (1) to two (2) days per week and be present during the NYSDOH annual survey for the term of the contract. The total yearly cost shall not exceed $150,000.00 per year, including all travel and out-of-pocket expenses.

6.4 Provide any other relevant information that will assist the County in evaluating your Proposal.

SECTION 7: PROPOSAL SUBMISSIONS

7.1 In order for the County to conduct a uniform review process of all proposals, proposals must be submitted in the format set forth below. Failure to follow this format may be cause for rejection of a proposal because adherence to this format is critical for the County's evaluation process:

SECTION I:
Title Page - The title page should reflect the Request for Proposal subject, name of the proposer, address, telephone number and contact person.
Table of Contents - The Table of Contents must indicate the material included in the proposal by section and page number.

RFP4
SECTION II:
Qualification / Experience - The Qualification / Experience section must address proposer’s qualifications and experience to carry out the requested service, inclusive of, but not limited to: qualification to do business in NYS, number of years in business and length of experience.

Resumes - Resumes of professional staff members who will be involved in the County engagement must be included in this section.

SECTION III:
References - The References section must include references from similar type projects.

SECTION IV:
Plan Implementation - The Plan Implementation Section must address the Scope of Services in terms of the proposer’s plan to carry out the requested service.

SECTION V:
Cost Proposal Section - The Cost Proposal Section must include all costs associated with the proposer’s plan to carry out the requested service. Any cost proposal forms furnished by the County must be included in this section.

SECTION VI:

SECTION 8: PROPOSAL EVALUATION

8.1 Proposals will remain valid until the execution of a contract by Albany County, unless otherwise rejected consistent with this RFP.

8.2 Proposals received will be evaluated by a committee with representation from the Albany County Shaker Place Rehabilitation and Nursing Center Proposals shall be evaluated based upon the following:
<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>WEIGHT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Prior experience in providing nurse consulting services to nursing</td>
<td>10%</td>
</tr>
<tr>
<td>homes of similar size.</td>
<td></td>
</tr>
<tr>
<td>Proposed cost of the entire six month engagement.</td>
<td>25%</td>
</tr>
<tr>
<td>Demonstrated history of providing outcome based consulting services</td>
<td>25%</td>
</tr>
<tr>
<td>specifically in the nursing department.</td>
<td></td>
</tr>
<tr>
<td>Proposer’s demonstrated capabilities and professional</td>
<td>15%</td>
</tr>
<tr>
<td>qualifications, including, but not limited to, evaluation of the</td>
<td></td>
</tr>
<tr>
<td>individual or firm’s employee qualifications, firm’s financial</td>
<td></td>
</tr>
<tr>
<td>solvency and length of time in business.</td>
<td></td>
</tr>
<tr>
<td>Quality and comprehensiveness of all aspects of the consulting services</td>
<td>15%</td>
</tr>
<tr>
<td>as it relates to the stated scope of services.</td>
<td></td>
</tr>
<tr>
<td>Client references.</td>
<td>10%</td>
</tr>
</tbody>
</table>

8.3 Proposals will be examined and evaluated by the Shaker Place Rehabilitation and Nursing Center with the advice of the Albany County Purchasing Agent to determine whether the requirements of this RFP are met and to make a recommendation to the Albany County Executive, the Albany County Contracts Administration Board or the County Legislature for a contract award.

8.4 A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties

SECTION 9: NOT IN USE

SECTION 10: ALTERNATIVES

10.1 Proposer may include in its Proposal items not specified in this RFP, which it would consider pertinent. All such alternatives must be listed separately from the Proposal and the cost thereof must be separate and itemized.

SECTION 11: INDEMNIFICATION

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

SECTION 12: SPECIFICATION CLARIFICATION

12.1 All inquiries with respect to this Request for Proposals 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

12.2 All questions about the meaning or intent of the specifications must be submitted to the
designated person in writing. Replies will be issued by Addenda mailed or
delivered to all parties recorded as having received the proposal documents. Questions
received less than four (4) days prior to the date of submission of Proposals will not be
answered. The County will be bound only by responses given by formal written Addenda.

12.3 Other than the contact person identified in the Proposal, or their designee, prospective
Proposers shall not approach County employees during the period of this RFP process about
any matters related to this RFP or any proposals submitted pursuant thereto.

SECTION 13: MODIFICATION AND WITHDRAWAL OF PROPOSALS

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

13.2 If within twenty-four (24) hours after the Proposals are opened, any Proposer 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 Proposal, that Proposer may withdraw its Proposal and the Proposal Security will be
returned. Thereafter, that Proposer will be disqualified from making a further or additional
proposal on the work contemplated by this RFP.

13.3 Each proposal shall state that it is an irrevocable offer for a period of ninety (90) days from
the Proposal opening date. After expiration of the irrevocable offer period, if no contract
award has been made, a Proposal may be withdrawn if the Proposer does so in writing directed
to the County Purchasing Agent; otherwise, Proposals remain in effect consistent with the
terms of this RFP.

SECTION 14: PROPOSAL SECURITY

14.1 No proposal security is requested for this Proposal.

SECTION 15: INSURANCE AND SECURITY REQUIREMENTS

15.1 The successful Proposer will be required to procure and maintain at its own expense, the
following insurance coverage:

(a) Worker's Compensation and Employer's Liability Insurance: A policy or policies
providing protection for Employees in the event of job related injuries.

RFP7
(b) **Automobile Liability Insurance:** A policy or policies of insurance 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 or comprehensive all-risk insurance with limits of not less than:

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

15.2 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 insured on all liability policies. **Proposal number must appear on insurance certificate.**

(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.

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

**SECTION 16: REMEDY FOR BREACH**

16.1 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.

RFP8
SECTION 17: CASH DISCOUNT

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

17.2 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 18: FREEDOM OF INFORMATION LAW

18.1 Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Proposers intending to seek an exemption from disclosure of these materials under the Freedom of Information Law (New York State Public Officers Law, Sections 84-90) must request the exemption in writing, at the time of the submission of the materials, setting forth the reason for the claimed exemption. In addition, the proposer must mark each page of its submission on which there appears any material claimed to be protected as confidential or proprietary with the following legend, in bold face, capital letters at the top of each page: “THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NEW YORK STATE FREEDOM OF INFORMATION LAW”. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

SECTION 19: MACBRIE PRINCIPLES

19.1 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.

19.2 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.
19.3 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.

19.4 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 20: PRIVACY OF PERSONAL HEALTH INFORMATION

20.1 In order to comply with the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), the CONTRACTOR, (deemed a BUSINESS ASSOCIATE as defined at 45 CFR § 164.501), its employees, administrators and agents shall not use or disclose Protected Health Information (PHI), (as defined in 45 CFR § 164.501) other than as permitted or required by this AGREEMENT with the COUNTY (deemed a HYBID ENTITY as defined at 45 CFR § 164.504) or as Required By Law (as defined in 45 CFR § 164.501). The CONTRACTOR shall maintain compliance with all U.S. Department of Health and Human Services, Office for Civil Rights, policies, procedures, rules and regulations applicable in the context of this AGREEMENT.

20.2 OBLIGATIONS, ACTIVITIES AND PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may use PHI for the proper management and administration of the CONTRACTOR, to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services contained in this AGREEMENT or to carry out the legal responsibilities of the CONTRACTOR as required by the Scope of Services, provided that such use or disclosure would not violate the Privacy Rule (as defined in 45 CFR Part 160 and Part 164, subparts A and E) if done by the COUNTY or the minimum necessary policies and procedures of the COUNTY. Except as otherwise limited in this AGREEMENT, the CONTRACTOR may disclose PHI for the proper management and administration of the CONTRACTOR and to perform functions, activities or services for, or on behalf of COUNTY as specified in the Scope of Services of this AGREEMENT, provided such disclosures are Required By Law or reasonable assurances are obtained that the information will remain confidential, be used or disclosed solely for the purpose it was disclosed or as Required By Law, and that any violation of such confidentiality will be reported to CONTRACTOR.

b. The CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided by this AGREEMENT, and, upon knowledge of a violation,
to mitigate any known harmful effects of such a disclosure. The CONTRACTOR shall immediately report to the COUNTY any use or disclosure of PHI not provided by this AGREEMENT of which it becomes aware. The CONTRACTOR shall ensure any agents and subcontractors of the CONTRACTOR to the extent allowed by this AGREEMENT, to whom PHI is supplied, created, used or maintained on behalf of the COUNTY, shall be bound by the requirements of this Article.

c. The CONTRACTOR shall provide access to PHI in a designated record set in accordance with 45 CFR § 164.524. The CONTRACTOR shall make any amendments to PHI in a designated record set that the COUNTY directs or agrees to in accordance with 45 CFR § 164.526. The CONTRACTOR shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528.

d. The CONTRACTOR shall make internal practices, books, records, including policies and procedures on PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY available to the Secretary of the Department of Health and Human Services or his designee for the purposes of determining the CONTRACTOR’s compliance with this Article.

20.3 TERMINATION

a. Upon the COUNTY’S knowledge of a breach or violation of this Article by the CONTRACTOR, the COUNTY, pursuant to 45 CFR § 164.504(e)(2)(iii), may terminate the AGREEMENT if it determines that such a breach violated a material term of this Article. Notwithstanding that, the COUNTY may provide an opportunity for the CONTRACTOR to cure the breach or end the violation within a time set by the COUNTY and, if cure is not possible or does not occur within the time limit, immediately terminate the AGREEMENT without penalty. If neither termination nor cure is feasible, the COUNTY shall report the violation to the Secretary.

b. Upon termination of this AGREEMENT, if feasible, the CONTRACTOR, shall return or destroy all PHI received from, or created or received by the CONTRACTOR on behalf of the COUNTY that the CONTRACTOR still maintains in any form and retain no copies of such information, or, if such return or destruction is not feasible, extend the protections of this AGREEMENT to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

SECTION 21: ANTIDISCRIMINATION CLAUSE

21.1 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 22: NOT IN USE

SECTION 23: INTERPRETATION

23.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFP, and/or, the Agreement (between the County and the successful 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 RFP; 3) the Contractor’s proposal.

SECTION 24: NON APPROPRIATIONS CLAUSE

24.1 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 25: IRANIAN ENERGY SECTOR DIVESTMENT

25.1 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.

25.2 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.

25.3 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.

25.4 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.
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

Title

Date

Company Name
ATTACHMENT “B”
ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF ____________  )
COUNTY OF ____________  ) SS.:

On this _____ day of ____________, 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.

________________________________________________________________________
Notary Public, State of _________________
Qualified in __________________________
Commission Expires ____________________

If Corporation:

STATE OF ____________  )
COUNTY OF ____________  ) SS.:

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 ____________  )
COUNTY OF ____________  ) SS.:

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

3. IDENTIFICATION NUMBERS
   a) FEIN #
   b) DUNS #

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

5. WEBSITE ADDRESS (if applicable)

6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE

7. TELEPHONE NUMBER

8. FAX NUMBER

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

10. TELEPHONE NUMBER

11. FAX NUMBER

12. AUTHORIZED CONTACT FOR THE QUESTIONNAIRE
   Name
   Title
   Telephone Number
   Fax Number
   e-mail

13. LIST ALL OF THE VENDOR’S PRINCIPAL OWNERS.
   a) NAME   TITLE   b) NAME   TITLE
   c) NAME   TITLE   d) NAME   TITLE

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/are 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:
   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 (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (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 MacBrady Fair Employment Principles;  
       5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or MWBE requirements on a previously held contract;  
       6. had status as a Women'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.

   □ Yes □ No

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 obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as “open” or “unsatisfied.”

   □ Yes □ No

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(ies), and tax liability amount the vendor failed to file/pay and the current status of the liability.

   □ Yes □ No

   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.

   □ Yes □ No

   c) Property Tax  

   Indicate the years the vendor failed to file.

   □ Yes □ No

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 OF 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 FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

   □ Yes □ No

20. **IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN IN Voluntary 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.**

   □ Yes □ No
21. IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES:

☐ Yes ☐ No

a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;

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.

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.
October 4, 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 enter into a contract with the New York State Health Facilities Association Foundation for Quality Care to provide education and training that will qualify us to participate in the New York State Department of Health Advanced Training Initiative Program.

This program will grant Shaker Place Rehabilitation and Nursing Center over $200,000.00 per year for recruitment and retention and part of that revenue, as mandated by the program, will be dedicated to education and train-the-training programs. This will be a two (2) year program at a not to exceed amount of $120,000.00.

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):
New York State Health Facilities Association/Foundation for Quality Care Education/Training

Date: October 4, 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) Click or tap here to enter text.

Contract Terms/Conditions:

Party (Name/address):
New York State Health Facilities Association/Foundation for Quality Care
33 Elk Street
Suite 300
Albany, New York 12207

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

Amount/Raise Schedule/Fee: $120,000.00
Scope of Services: The New York State Health Facilities Association through their educational and training division, Foundation for Quality Care will provide seminars, educational modules and train the trainer mentoring, as requested by Shaker Place Rehabilitation and Nursing Center to meet the requirements of the New York State Department of Health Advanced Training Initiative Program.

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: New York State Department of Health
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: 44039
Appropriation Amount: $120,000.00

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) 1/1/2020 - 12/31/2021
Length of Contract: 24 months

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

Previous requests for Identical or Similar Action:
Resolution/Law Number: Click or tap here to enter text.
Date of Adoption: Click or tap here to enter text.

Justification: (state briefly why legislative action is requested)
Shaker Place Rehabilitation and Nursing Center qualifies to participate in the New York State Department of Health Advanced Training Initiative (see attachment) that will take place during 2020 and 2021. This approval provides reimbursement of over two hundred thousand dollars per year for education, training, staff recruitment and retention. One of the requirements to participate is to provide training and this will be accomplished through an agreement with the New York State Health Facilities Association (see attached sample MOA).
September 11, 2019

Dear Administrator:

This letter provides you with information about the 2018-19 and 2019-20 Advanced Training Initiative (ATI) program. $46 million was appropriated annually to implement an advanced training program initiative aimed at educating staff to detect early changes in a resident’s physical and mental or functional status that could lead to an avoidable hospitalization. This proposal rewards nursing home providers who have shown an ability to retain quality direct care staff and are willing to make a commitment to provide direct care staff the tools to help lower resident hospitalization rates.

Your residential health care facility has been determined, using existing cost report data, to be qualified for program funding for one or both years. Under the payment methodology for the ATI, qualified nursing homes will be distributed funds to offer training programs aimed at early detection of patient decline in order to reduce avoidable hospital admissions. Skilled Nursing Facilities in New York State with direct-care staff retention rates above the state median are required to complete the application for funding, with the exception of hospital-based skilled nursing facilities and facilities that have received quality improvement grants through the New York State Department of Health Value Access Provider Pool. With an approved training program, an estimated minimum per diem of $3.21 for 2018-19 and $3.37 for 2019-20 for each Medicaid day as reported in the 2017 and/or 2018 RHCF-4 will be granted to the approved facilities. Please see the Health Care Financial Data Gateway for the listing of qualified facilities for each of the years.

\[(\text{Medicaid 0410/009 & Managed Care Days 0410/032}) \times \text{Per Diem} = \text{Award Amount}\]

Qualified facilities are required to develop (or continue) a training curriculum designed to assist help direct care staff in identifying changes in a resident’s physical, mental, or functional status that could lead to hospitalization. Providers would also need to create (or continue) a formal policy encouraging continuity of care. Both the training program and continuity policy should be developed and implemented in coordination with a labor-management partnership program.

Please be advised that the Department is implementing two years of the ATI program (2018-19 and 2019-20) simultaneously. Your facility is required to complete the application using the total dollar amount from the two years. The listing of eligible facilities and the award amounts for each year has been posted on the Health Care Financial Data Gateway.

Payment will be made to managed long term care (MLTC) plans, who are required to disburse funding to nursing homes. Plans will make payment to the nursing homes within 30 days of receipt of funding. Your facility is required to submit the application to the Department for review, failure to complete the application with result in the recoupment of the award funds. Please note that the completed application is due to the Department no later than September 25, 2019.
Posting of Application and Instructions - Individual facilities can find Instructions and the final application on the link included below.

https://www.surveymonkey.com/r/2LFH23H

If you have any questions regarding the Advanced Training Initiative, please send an email with Advanced Training Initiative in the subject line to NFRates@health.ny.gov and Jada Eberle will respond.

Sincerely,

Laura Rosenthal, Director
Bureau of Residential Health Care Reimbursement
Division of Finance and Rate Setting
Office of Health Insurance Programs
New York State Health Facilities Association (Name of Program)
Train-the-Trainer Agreement

Organization Name:

Main Contact from Inquiry:

Administrator:

1) Program Implementation:

Program Title: Program
Dates for Training:
To be held at:

Anticipated # of Students in Training: 2/facility

Instructors:

*We reserve the right to reschedule this training program due to unforeseen circumstances with no penalty.
*Cancellations/Rescheduling of training date by the facility requires two (2) week notice to avoid fees/penalties.

2) Instructor Training Deliverables Include:

- 
- 
- 

3) Handouts & Materials:

The New York State Health Facilities Association will supply all materials and handouts needed for each attendee in the program as included in the price quote. We encourage you to produce additional copies of the large print electronic text and any power point slides, etc. to be distributed to your facility for training
use. Sharing the materials OUTSIDE of your organization cannot be allowed and will be a violation of copyright laws.

4) Other Details:

* The New York State Health Facilities Association will serve a lunch to all students on the day of training;
* Contract must be approved and signed by both parties prior to the training engagement;
* Full payment is required at least TWO WEEKS before the scheduled training. NYSHFA will accept payment via check OR any major credit card (Visa, MasterCard, American Express, Discover). Credit card payments can be taken over the phone. Check payments can be sent to:
  New York State Health Facilities Association
  ATTN: Nancy Knapp
  33 Elk Street, Suite 300
  Albany, NY 12207

5) Expenses:

It has been agreed that SNF will pay for the following training:

<table>
<thead>
<tr>
<th>$______</th>
<th>One-day training (time) on the __________________ Program – 5.0 hour program using adult learning principles</th>
</tr>
</thead>
<tbody>
<tr>
<td>In addition, the speaker travel expenses (mileage, tolls, hotel, meals, parking) will be an additional charge.</td>
<td>Train the Trainer instructional materials (one per participant)</td>
</tr>
<tr>
<td></td>
<td>Flash Drive containing all instructional power point slides and handouts</td>
</tr>
<tr>
<td></td>
<td>Evaluation forms</td>
</tr>
<tr>
<td></td>
<td>Follow-up Consultant Conference call to assist with implementation</td>
</tr>
</tbody>
</table>

| $______ | Payment | Upon agreement of contract by both parties, payment of $______is required by Date, 2019 (two weeks prior to the training) |

Affiliated with the New York State Health Facilities Association
Participants for event:
Name: 1. ____________________________________________ 2. ____________________________________________
Email Address: ____________________________________________
Phone Number: ____________________________________________

6) Agreement:
I have read the enclosed material and understand and agree to comply with the guidelines outlined in this purchase agreement for the ____________________ Program.

__________________________________________
Nancy Leveille
Executive Director (PRINT)

______________________________
Signature

______________________________
Date

__________________________________________
Executive Director Signature

______________________________
Date

Please return the completed form by Date, 2019 to:

Nancy Knapp
33 Elk Street, Suite 300
Albany, NY 12207
518-462-4800 ext. 26 Fax: 518-426-4051
Email: nknapp@nyshfa.org