

Tioga County Sheriff's Office  
Request for Proposals  
(RFP 2023-01)

Comprehensive Medical and Mental Health  
Services for Inmates

Release Date: 9/1/2023

Submission Deadline: 10/27/2023

Tioga County  
Office of the Sheriff  
103 Corporate Drive  
Owego, NY 13827

This communication serves to apprise you and your firm of the aforementioned Request for Proposal for Comprehensive Medical and Mental Health Services for Inmates. We invite you and your firm to respond to this Request for Proposal. **Please review carefully all sections of the Request for Proposal, paying particular attention to the closing date and time listed within the body of the Request for Proposal. If you intend to submit a Proposal, please e-mail or FAX the Response Form, found in APPENDIX G of this RFP, no later than 9/22/2023.** It is anticipated that if an award is made through and by this RFP process, the awarded vendor will be presented with a two-year contract to provide all or some of the services detailed in this RFP, with the option of three-one-year extensions.

**Firms responding to this Request for Proposal shall submit in hardcopy format to the following address:**

Captain Trevor Yaeger  
Tioga County Sheriff's Office  
103 Corporate Drive  
Owego, New York 13827  
(607)687-0871 (voice)  
(607)687-6755 (FAX)  
[yaegert@tiogacountyny.gov](mailto:yaegert@tiogacountyny.gov)

**If you do not intend to submit a Proposal, please e-mail or FAX the No Response Form found in APPENDIX F of this RFP no later than 9/22/2023.**

**If you do intend to submit a Proposal, please e-mail or FAX the Response Form found on APPENDIX G of this RFP no later than 4 p.m. on 9/22/2023.**

**DEFINITIONS:**

TCSO	Tioga County Sheriff's Office
COUNTY	Tioga County
NYSCOC	New York State Commission of Corrections
NCCHC	National Commission on Correctional Health Care
POC	Point of Contact
PREA	Prison Rape Elimination Act
ACA	Affordable Care Act
ICE	Immigration and Customs Enforcement
Vendor	RFP Respondent Organization
MAT	Medication Assisted Treatment

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## **Section 1 – Invitation to Submit Proposal**

### **1.1. Purpose**

Tioga County (County) is soliciting proposals for comprehensive medical and mental health services for inmates who are in the custody of the Tioga County Sheriff's Office (TCSO). Prospective Respondents must offer a proposal that will meet the scope of services, qualifications, and general description of work activities identified in this Request for Proposals (RFP 2023-01).

In responding to this RFP, Respondents must follow the prescribed format as outlined in Section 3. By so doing, each Respondent will be providing the County comparable data submitted by other Respondents and thus be assured of fair and objective treatment in the County review and evaluation process.

Pending final approval from the Tioga County Sheriff and the Tioga County Legislature, the County's objective is to enter into a two-year agreement with the option to renew for three (3) additional one-year terms.

### **1.2 Point of Contact (POC)**

The individual identified below, is the sole point of contact regarding this RFP from the date of distribution until the selection of the successful Vendor.

Captain Trevor Yaeger  
Tioga County Sheriffs' Office  
103 Corporate Drive  
Owego, New York 13827  
(607)687-0871 (voice)  
(607)687-6755 (FAX)  
[yaegert@tiogacountyny.gov](mailto:yaegert@tiogacountyny.gov)

### **1.3 Presentation and Clarification of the County's Intentions**

As a result of this RFP, the County intends to enter into a contract with the selected Respondent to supply the services described in Section 2. However, this intent does not commit the County to award a contract to any responding Respondent, or to pay any costs incurred in the

preparation of the proposal in response to this request, or to procure or contract for any services. The County reserves the right, in its sole discretion, to (a) accept or reject in part or in its entirety any proposal received as a result of this RFP if it is in the best interest of the County to do so; (b) award one or more contracts to one or more qualified Respondents if necessary to achieve the objectives of this RFP and if it is in the best interest of the County to do so.

## **1.4 Time Line**

The schedule of events for this RFP is anticipated to proceed as follows:

- This RFP will be distributed **9/01/23**.
- All Respondents will be required to participate in a facilities tour, which will be conducted at the Tioga County Jail on Wednesday, **9/27/23**. The tour will commence at 9:00 a.m. and should last approximately 1 hour. Respondents must RSVP by **9/22/23** to the POC at the e-mail address listed in section 2, with the full name, date of birth, and company affiliation for each individual expected to attend.
- All requests for RFP clarifications must be submitted in writing to the POC at the email address provided in section 2 and received no later than 3:00 PM EST on **10/06/23**.
- All questions will be answered and documented in writing as an addendum to the RFP. These will be sent out to all Respondents who received the original RFP and who have completed and submitted a Response form, on or about **10/13/23**.
- Final RFP submissions must be received by 3:00 PM EST on **10/27/23** at the address shown in Section 3.1 The right to withdraw will expire on this date and time.

## **1.5 An Overview of the Organization**

Tioga County is located in the Southern Tier region of New York State. The County has a population of 47980 and is comprised of 9 Towns and 6 Villages.

The Tioga County Sheriff's Office is a full service and accredited law enforcement agency, located at 103 Corporate Drive, in the Town of Owego, New York. The agency has 106 full time and 6 part time employees, and operates an E911 Center, Records Office, Civil Office, Road Patrol Division, Criminal Investigations Division, Jail Division, and Administration.

## Section 2 – Scope of Work

### 2.1 Description of Facilities

The Jail Division (County Jail) is a maximum-security facility which opened in 1995 and is authorized to house 103 inmates, inclusive of adult males and females. Inmates may be sentenced or un-sentenced. The facility does house inmates from other NYS jails, as well as Federal prisoners; state parole prisoners; ICE detainees, and civil confinements. The facility is managed by direct supervision and has four housing pods; a five-bed dorm unit; medical facilities; a Booking Unit with holding cells; Kitchen; Laundry; Visitation Room, and outdoor Recreation yards.

### 2.2. Inmate Statistics

#### Average Daily Inmate Population

2018	65
2019	62
2020	33
2021	59
2022	62

#### Total Inmates Processed into the Facility

2018	535
2019	506
2020	213
2021	369
2022	506

#### Total CAP Court Prisoners

2020	118
2021	217
2022	289

### 2.3 Detailed Scope of Work

The selected vendor is to establish a program for the provision of comprehensive medical and mental health services for the Tioga County Jail. The program is to meet constitutional and community standards of health care and, at a minimum, meet the Standards of the National Commission on Correctional Health Care; State Commission of Correction New York Jail Standards, and all memorandums issued by the Chairman for the Commissioner of New York State Commission of Correction regarding the provision of health services in jail facilities. **Stated below are features of the program. Said inclusion is not meant to limit the program's scope, but is intended to provide a description of some of the more salient components of the program.**

### **2.3.1 Medical Services**

2.3.1.1. TCSO staff performs the inmate intake and booking requirements. As part of this process, TCSO staff completes the Initial Risk Assessment and notes both normal and abnormal findings. The findings from the Initial Risk Assessment are recorded electronically with the Jail's Information Management (SALLYPORT) software. The vendor will triage for sick call and refer as necessary. The vendor shall be expected to review the Initial Risk Assessments within eight hours. Verification of medical and mental health medication shall occur as part of the inmate intake process. Those inmates who are booked and have valid medications/prescriptions which can be verified by a pharmacy or a practitioner, will have medications ordered and dispensed to them by vendor staff within eight hours.

2.3.1.2. Vendor staff will explain the procedures for assessing medical, mental health and dental services to be provided to inmates verbally, and will notate this task being completed within the inmate's medical record.

2.3.1.3. Suicide Prevention Screening Guidelines – A suicide assessment questionnaire is completed by TCSO staff on all inmates. The findings are then routed to the TCSO supervisors and to both medical and mental health staff, so that a determination can be made regarding the level of inmate supervision needed while in custody.

2.3.1.4. Mental Health Hospitalization and Referral – Severely impaired mentally ill inmates may be transferred to an appropriate psychiatric facility, if it is deemed by the vendor and in accordance with New York State Mental Health Law and NYS Corrections guidance that they cannot receive appropriate and adequate supervision and care within the Tioga County Jail.

2.3.1.5. Detoxification – Vendor staff shall be responsible for, at a minimum the detoxification of inmates withdrawing from drugs or alcohol and implementing any treatment and screening and services required by the MAT program. TCSO staff shall be responsible for completing the original medical screening questionnaire. On a daily basis, medical staff shall see and be expected to review and record at minimum, vital signs, state of consciousness, speech pattern, nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching. A physician shall be notified for detoxification orders.

2.3.1.6. Initial Health Screening - Vendor staff will complete an initial health screening of any prisoner within four (4) hours of reception into intake. If the prisoner is admitted outside of Vendor staff hours the prisoner will be seen as soon as possible after Vendor staff is on duty.

Health Appraisals – Vendor staff shall complete a health appraisal for each inmate within fourteen (14) days after arrival at the Jail. The health appraisal shall, at a minimum, include the following:

- Review of the Initial Risk Assessment
- Complete history and physical examination
- Recording of vital signs, along with height, weight, temperature, blood pressure and pulse.
- Mental health screening, with the referral submitted to mental health staff, where appropriate.
- Dental screening
- Vision and hearing screening
- TB Screening
- Physician review of lab test results when appropriate.
- Physician review of therapy initiation when appropriate.

Vendor staff shall conduct annual physicals on all inmates that have been incarcerated at the TCSO Jail for over one year.

2.3.1.6.1 Anyone held for CAP Court will receive a medical screening at the request of staff.

2.3.1.7. Sick Call – Vendor staff shall conduct sick call according to NCCHC standards for jail facilities and the standards set forth by the NYSCOC. Inmates submit Sick Call Request slips to a lock box at the housing officer's station. Sick Call Requests shall be collected

daily, and triaged by vendor staff within twenty-four (24) hours. Vendor staff will conduct sick call within 48 hours after the submission of a Sick Call Request slip. Subsequent referrals shall be made in accordance with the aforementioned standards.

2.3.1.7.1. Vendors should be cognizant that in accordance with NYSCOC Chairman's Memorandum No. 4-2001, issued January 17, 2001, Licensed Practical Nurses (LPNs) are strictly limited to function as members of the health care team, always under the direction of a physician or RN. LPN's will not conduct sick calls or perform physical assessments. Standing orders and nursing protocols that are not specific to an individual patient are also prohibited. LPNs may obtain patient histories, administer properly ordered or prescribed medications, share in the performance of properly ordered or prescribed treatments and observe patients, always under the supervision of a physician or registered nurse.

2.3.1.7.2. Health Care Monitoring of Segregated Inmates – Vendor staff shall conduct daily visits to segregated inmates. These visits shall include an assessment and appropriate follow-up care to be provided on a daily basis. These visits shall be appropriately recorded in accordance with NCCHC and NYSCOC standards.

2.3.1.8. Patient Referrals – Referrals shall be scheduled to an appropriately licensed primary care provider according to clinical priority. Those sick call requests which have been deemed non-urgent shall be seen by an appropriately licensed primary care provider within seven (7) days of the inmate's original request.

2.3.1.9 Hospital Care – Vendor staff will be required to arrange and facilitate admission of any inmate, whom, in the opinion of a Provider requires hospitalization. When an inmate is admitted, medical staff shall keep informed of the inmate's condition and health status and shall brief TCSO staff appropriately. The TCSO is responsible for the costs associated with inmate hospitalization.

2.3.1.10. Emergency Care – Vendor staff shall provide emergency medical services on-site during those hours when medical staff is on-duty at the facility. Vendor staff shall arrange for emergency ambulance transportation, when necessary, in connection with off-site emergency medical treatment at the County's expense. Vendor staff shall be responsible for providing emergency treatment to visitors, staff, employees, subcontractors, or any person in the custody of the County who become ill or are injured while on the premises. Treatment shall consist of stabilization and referral to a physician or hospital. A duly licensed practitioner shall be on-call at all times in the absence of an on-site practitioner.

2.3.1.11. Specialty Care and Referrals – Vendor staff shall make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. All outside referrals shall be coordinated with TCSO staff for security and transportation arrangements.

2.3.1.12. Pregnancy – Vendor staff shall develop provisions for the care of pregnant inmates, which include, but may not be limited to, the following:

2.3.1.12.1. Pre Natal-Care – Prenatal care shall include the following:

- Routine urine testing for proteins and ketoses.
- Vital signs and weight.
- Assessment of fundal height and heart tone.
- Dietary supplements.
- Observation for signs of toxemia.

2.3.1.12.2. Abortions – Vendor staff shall be responsible for arranging abortions. The cost of abortions shall be the responsibility of the TCSO in the event the inmate is unable to pay for the procedure.

2.3.1.12.3. Well Baby Care – Vendor staff shall provide oversight, referral and well-baby care for a female inmate who delivers and decides she wants to keep her infant with her in the facility, as required by NYS Statute. Infants may be kept within the facility for up to one year. Vendor staff will be responsible for monitoring the general health and wellbeing of both the mother and the infant, and scheduling off-site care as required. Supplies for the care of the infant and mother, such as formula, diapers etc., shall be the responsibility of TCSO.

2.3.1.13. HIV/STD Testing and Care – Vendor staff shall provide for HIV and STD testing and treatment at the request of the inmate. Vendor staff will be aware that according to New York State Law, the following written statement must accompany any disclosure of the confidential HIV related information:

“This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by Law. Any unauthorized further disclosure in violation of State law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure.”

2.3.1.14. Dental Care – Vendor shall provide dental services on-site. The facility currently has an operational dental suite. The vendor shall be responsible for maintenance and replacement of equipment as needed. Dental services shall include the following:

- Dental screening within fourteen (14) days of booking, as part of the Health Appraisal.
- Dental treatment.
- Prevention of dental diseases and oral hygiene education
- Referral to a dental specialist as needed.
- Provision for emergency care.
- Provision of all dental prosthetics and lab services
- Facilitate maxillofacial surgery services if required.

## 2.3.2 Mental Health Services

2.3.2.1 Mental Health Services – In addition to the health services requirements described herein, the vendor will be required to provide for a comprehensive program of mental health services to inmates. By way of this procurement, the County desires to integrate physical and mental health services by procuring both services from a single provider entity.

2.3.2.1.2. The vendor's Experience and Qualifications as a Mental Health Provider – **Respondent's proposals must detail their experience and qualifications as a mental health provider to correctional populations, including any experience in transitioning mental health services from a previous provider.** Therefore, the vendor must be prepared to fully staff and transition the management and responsibility for the delivery of mental health services in conjunction with the start-up timeframes for this procurement.

2.3.2.1.3. Mental Health Staffing Plan – The vendor will be required to provide mental health staff in sufficient numbers to meet the mental health screening, evaluation, and treatment needs of the inmate population at the Tioga County Jail, in conformance with NCCHC Standards; NYSCOC Minimum Standards and Chairman's Memorandums.

2.3.2.1.4. Suicide Prevention – **The vendor will be required to submit in its proposal a program which describes the vendor's approach and methodologies related to the**

**identification and prevention of suicidal and other self-injurious behaviors.** The program for suicide prevention should include the following:

- Identification
- Training
- Assessment
- Monitoring
- Housing
- Referral
- Communication
- Intervention
- Notification
- Reporting
- Review

2.3.2.1.5. Critical Incident Debriefing – The vendor shall participate in debriefings held after a critical incident has occurred within the facility which would prompt a reportable incident to the Commission of Corrections.

2.3.2.1.6. Coordination with Security Operations – The vendor will be required to meet daily with TCSO staff to review inmates under constant watch and to discuss potential security needs.

2.3.2.1.7. On-Call Coverage – The vendor will be required to maintain an on-call protocol for mental health emergencies. Provide a description of a proposed mental health on-call coverage system.

2.3.2.1.8. Mental Health Records – Vendor will maintain Mental Health records as part of a consolidated Medical/Mental Health Record.

2.3.2.1.9. Psychotropic Medical Administration and Management Plan – The vendor will be required to provide for the purchase, prescription, administration, and management of psychoactive medications. Respondents should describe the proposed methods and procedures for the overall administration and management of psychoactive medications. Respondents must detail whether the full cost of medications will be assumed by the vendor or whether there are any excluded medications or purchase limits which could result in the County being responsible for the cost of medications. The vendor must describe and have in

place prior to the start of the agreement, a method to obtain mental health medications which are needed on extremely short notice. Local pharmacies may be considered.

2.3.2.1.9.1. Respondents should include a proposed formulary for psychotropic medications along with a description of proposed clinical protocols for the use of various psychotropic medications.

2.3.2.1.10. Inmate Screening and Assessment – Inmates entering the jail must be screened for mental illness at intake according to the standards set forth by the NCCHC. Respondents must describe their proposed methods for conducting initial intake screens and follow-up mental health assessments for newly admitted inmates. The description should indicate the personnel to administer the screenings and assessments, the timeframes for completion, disposition of the inmates with mental illness warranting treatment, and the documentation instruments to be utilized. The TCSO requires rapid initiation of mental health treatment services, including medications, for newly arrived inmates who present a serious mental condition. The mental health screening will take place within the time periods set forth in NCCHC Standards, and must address at a minimum, the following:

- History of psychiatric treatment and outpatient treatment.
- Current psychotropic medication.
- Suicidal indication and history of suicide behavior.
- Drug and alcohol usage.
- History of sex offenses.
- History of expressively violent behaviors.
- History of victimization due to criminal violence.
- History of cerebral trauma or seizures.
- Emotional response to incarceration.
- History of Sexual Victimization, sufficient to meet PREA standards.

2.3.2.1.11. Mental Health Referral Plan – The vendor must provide a description of the proposed mechanism for receiving and processing referrals of inmates for mental health services. The description should include documentation procedures and indicate the method for self-referral by inmates as well as referrals by medical, security, and administrative staff and family members of inmates.

2.3.2.1.12. Triaging Inmate Referrals and Treatment Planning – The vendor must describe its proposed mechanism for triaging inmate referrals and developing treatment plans for services. Inmates receiving mental health services should have a treatment plan that

provides diagnostic information, outlines the services to be provided, and the timeframes and frequencies for follow-up services.

2.3.2.1.13. Outpatient Services – The vendor must describe its plan for delivering outpatient mental health services to inmates in the general population. The description should include types of services to be provided and the professional disciplines providing the services.

2.3.2.1.14. Case Management Plan – Vendor must provide a case management plan for mental health services. The plan should outline the vendor’s discharge and aftercare planning process as well as liaison efforts with community service agencies. Many inmates with mental illness have a previous history of involvement with the County’s public mental health system. The vendor will need to develop a strong working relationship with the Tioga County Office of Mental Health for the coordination of referrals and sharing of information as necessary to provide for a continuum of care.

2.3.2.1.15. Crisis Management Plan – The vendor must describe its plan and procedures for responding to mental health related emergencies, including the placement of inmates into close observation cells, observation of inmates in close observation cells, and release of inmates from any special watch status. The vendor will be required to participate in a brief daily case meeting with TCSO staff and medical staff to review the status of inmates on special observation status in order to make determinations regarding continuation of status or return of inmates to general population.

2.3.2.1.16. Mental Health Transition Plan – The vendor must detail its plan for coordinating the transition of management responsibility for mental health services, following the award of the contract, and prior to the startup of the new agreement, ensuring that no lapse in services occur.

### **2.3.3. Pharmacy Services**

2.3.3. Pharmacy Services – The current vendor obtains medications from Correct Rx Pharmacy Services Inc. Prescriptions are provided in unit dose packaging. There is a “keep on person” medication policy at the jail, which is limited to creams, ointment, inhalers, and nitro glycerin pills deemed necessary and approved by the physician.

2.3.3.1. The vendor shall provide a plan for providing pharmaceutical services for prescription and non-prescription medications and all intravenous solutions ordered by practitioners.

2.3.3.2. The vendor shall make provisions for on-site delivery, and an emergency drug kit. The vendor shall provide, furnish, and supply pharmaceuticals including psychotropic medications to the Jail using a “unit dose method of packaging” which is properly labeled.

2.3.3.3. The vendor shall be responsible for obtaining from local pharmacies those medications not on-site which, if not readily available, could compromise the inmate’s health status.

2.3.3.4. The vendor shall provide routine consultations regarding all phases of the Jail’s pharmacy operation with a minimum of quarterly pharmacy audits, consisting of consultant visits and written reviews by a registered independent pharmacist.

2.3.3.5. The vendor shall develop a formulary and conduct quarterly pharmacy and therapeutic committee meetings. The vendor will accommodate TCSO staff participation in the meetings and provide monthly utilization reports to TCSO.

2.3.3.6. The vendor shall include a medication administration record to include all information contained on the prescription label, the name of the practitioner who prescribed the medication, the name of the inmate recipient, and administration date and time.

2.3.3.7. Inmates that are discharged will be provided with no less than the currently required minimum supply of MAT medication (currently 7 days) and/or a 30-day prescription for continuation of medications not related to MAT.

## **2.3.4. Medical Records**

2.3.4 Medical Records – The vendor shall maintain a medical record system utilizing its own chart format and medical records. The format will be acceptable to the TCSO. Medical Records will be managed by the vendor during the life of a subsequent contract for Medical and Mental Health Services.

2.3.4.1. The vendor shall maintain or cause to be maintained complete and accurate patient records for each inmate who has received Professional Services in accordance with applicable laws, regulations and/or accreditation standards, including NCCHC, ACA, the Health Insurance Portability and Accountability Act (HIPPA), and state of New York Statutes and Regulations (“Medical Records”). The Medical Records shall be kept separate from the inmate’s confinement records. A complete legible copy of the applicable Medical Record will be

available, at all times, to the TCSO and shall be available to accompany each inmate who is transferred from the facility to another location for off-site services. No information contained in the Medical Records will be released by the vendor, except as authorized by the TCSO, provided by a court order, as needed to defend litigation against the vendor, or otherwise in accordance with applicable law.

2.3.4.2. The vendor will provide all forms, jackets, and other materials necessary to maintain the Medical Records.

2.3.4.3. The vendor will be responsible for consolidating the existing separate medical and mental health records of inmates committed on or after the effective date of a subsequent contract for Medical Services such that each inmate shall have a single, unified medical file. The vendor will not be responsible for the consolidation of such records for those inmates no longer in the Facility unless an inmate is recommitted, and his/her medical record is reactivated.

2.3.4.4. Upon termination of a subsequent contract to provide Medical Services and Mental Health Services, all medical records shall belong to TCSO, and the vendor will deliver all Medical Records to TCSO. The TCSO will provide the vendor with reasonable access to all Medical Records even after the termination of a subsequent contract for Medical and Mental Health Services, for the purpose of defending litigation.

2.3.4.5. Medical Records shall be considered confidential, and the vendor will ensure specific compliance with standards regarding confidentiality, informed consent, and access/disclosure.

2.3.4.6. Parental Consent – According to N.Y. Corrections Law Section 140: NY CODE Section 140: Provision for routine medical, dental and mental health services and treatment:

“Where an inmate who is not yet eighteen years of age has been committed or transferred to the custody of the department and no medical consent has been obtained prior to commitment or transfer, the commitment order shall be deemed to grant to the minor the capability to consent to routine medical, dental and mental health services and treatment to such an individual.”

In any case, the vendor is obligated to make every effort to notify and seek consent where appropriate for medical procedures. Attempts to notify parents or guardians shall be

documented in the medical record, and in cases where medical staff is unable to contact parents, the applicable law noted above applies. Pursuant to Section 70.20 of the Penal Law, parents or guardians may institute legal proceedings objecting to the provision of routine treatment.

2.3.4.7. Access to the records is governed by the health authority and generally will be limited to appropriate health staff in order to maintain confidentiality. The record system must be in compliance with the HIPAA regulations.

2.3.4.8. The vendor shall develop a procedure for the transfer of pertinent medical information to emergency facilities and outside specialty consultants, as well as for the information of inmates that are transferred to the State prisons or other detention jail or correctional facilities. Detailed summaries of medical and mental health care shall be sent to receiving jails and prisons when inmates are transferred to another jail or correctional facility.

### **2.3.5 Ancillary Services**

2.3.5. Ancillary Services – The vendor shall utilize on-site company staff to provide ancillary services to their fullest extent and shall be responsible for the costs of all on-site laboratory, x-ray, and other diagnostic services as required and indicated.

2.3.5.1. The vendor shall provide to inmates at the Facility special medical services including, but not limited to, radiology services and laboratory services to the extent reasonably necessary in the opinions of the vendor's medical health care professionals. Where non-emergency ancillary care is required and cannot be rendered at the Facility, the vendor shall make arrangements with the TCSO for the transportation of the inmates for off-site care. All transportation costs and costs arising from off-site treatment of an inmate are the responsibility of the TCSO.

2.3.5.2. Phlebotomy, Laboratory, X-Ray, and EKG Services – The vendor shall be responsible for regular phlebotomy, laboratory, x-ray, and electrocardiogram (EKG) services. The Company shall be responsible to obtain all Clinical Laboratory Improvement Amendments (CLIA) waivers and x-ray inspections of dental and x-ray equipment.

2.3.5.3. A physician shall review all laboratory results within a reasonable time period as recognized and recommended by NCCHC, NYSCOC standards after receipt of test results to assess the follow-up care indicated and to screen for discrepancies between the

clinical observations and laboratory results. The on-call physician shall be notified immediately of all STAT reports and reports with abnormal results.

2.3.5.4. Therapeutic Diet Program – The vendor shall monitor and make recommendations for inmates with regard to therapeutic diets. A registered or licensed dietitian shall evaluate regular and therapeutic diets for nutritional adequacy at least every six months. The vendor shall work closely with the food service manager in assuring that allergies are medically indicated. A practitioner shall order special diets.

2.3.5.5. Clearance for Inmate Workers – The vendor shall be required to medically clear inmate workers prior to work duties, including kitchen work, considering their overall good health for worker assignments with special consideration concerning contagious. Disease.

2.3.5.6. NCCHC Accreditation –The vendor must describe in its proposal, plans and methods for achieving NCCHC Accreditation if not already achieved and maintaining compliance with NCCHC accreditation standards regarding medical and mental health care. The vendor will be responsible for all accreditation fees.

2.3.5.7. Quality Assurance – the vendor must describe its plan for developing and implementing a quality assurance program for medical and mental health services and indicate its willingness to integrate quality assurance initiatives with those which may be operated by the TCSO.

2.3.5.8. Forensic Information – The vendor shall be prohibited from participating in the collection of forensic information, which includes:

- Performing psychological evaluations for adversarial proceedings or parole evaluations.
- Conducting body cavity searches for contraband, unless ordered by a physician for the protection of an inmate's health and welfare.
- Court ordered laboratory tests or radiology procedures without the inmate's consent.

2.3.5.9. Health Education of Inmates – The vendor shall develop and describe an inmate health education program, which includes formal information sessions, pamphlets, videos, etc. to be provided at the Facility.

2.3.5.10. Infectious Waste Disposal – The vendor will make provisions for the collection, storage, and removal of medical waste, bio-hazardous waste, and sharps containers in accordance with State and Federal regulations. The vendor will be responsible for the cost of removal and disposal of all biohazard waste, including all necessary supplies, for the disposal of bio-hazardous waste.

2.3.5.11. Disaster Plan – The vendor shall develop procedures for a disaster plan in the event of a man-made or natural disaster. It shall be coordinated with the security plan and incorporated into the Facilities overall emergency plan and made known to all personnel. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and drilled annually with all health care staff.

2.3.6. Supplies and Equipment – The vendor is responsible for the cost of all supplies and equipment needed to provide health care.

2.3.6.1. The vendor is responsible for making a visual inspection during the facilities tour referenced in Section 1.4 of the RFP.

2.3.6.2. The vendor will be responsible for the repair or maintenance of all existing medical equipment.

2.3.6.3. The vendor is responsible for obtaining all certifications and inspections required on any medical equipment.

2.3.6.4. The vendor may install (subject to written authorization from the TCSO) any new equipment it deems necessary. All equipment, except that which is rental equipment or equipment owned by a sub-contractor shall become property of TCSO at the termination of the contract.

2.3.6.5. File cabinets, desks, chairs, etc. that are required beyond what is on-site upon commencement of the contract shall be provided by the vendor. All such items will become the property of the TCSO at the termination of the contract.

2.3.6.6. The vendor is responsible for all machines and equipment necessary for the operation of telephones, fax machines, computers, printers, and other office equipment that it deems necessary to perform these services. This equipment shall remain the property of the vendor.

2.3.6.7. Telephone Service – The vendor shall be responsible for fax lines, and photocopying fees and/or services necessary to complete the tasks listed in this RFP. The TCSO will provide telephone service within the facility for communication.

2.3.6.8. Office and Work facilities – The County shall provide the vendor with office space, examination room, and utilities, with the exception of long-distance phone services (which shall be billed to the vendor) to enable the vendor to perform its obligations and duties under the contract. The vendor shall be responsible for special line charges relating to facsimile equipment or provisions for the installation of computers.

2.3.6.9. Computer Equipment – The vendor is responsible for the maintenance and repair of existing computer equipment. The vendor will be responsible for the addition of any new equipment deemed necessary by the vendor. Any new equipment will become property of the TCSO upon installation.

2.3.6.9.1. Licensing – The vendor is responsible for any licensing costs related to the use or addition of any programs used in providing medical care including the costs associated with EMR (Electronic Medical Records) which will be hosted on premises; any and all records / files are the sole property of the TCSO.

2.3.6.10. Medical Supplies – All remaining medical supplies at the start of the contract may be used or consumed by the vendor without obligation or cost. The vendor shall be responsible for procuring and stocking all medical, laboratory and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining supplies shall be converted to TCSO inventory at the termination of the contract.

2.3.6.11. Cleaning and Housekeeping – The TCSO shall provide cleaning supplies.

2.3.7. Program Support Services – In addition to providing medical services, the vendor shall also be expected to provide professional management and personnel services to support the medical program. These additional program support services are as follows:

2.3.7.1. Administrative Meetings and Reports – The vendor shall coordinate monthly Medical Administrative Meetings with TCSO staff to discuss health care services. Minutes or summaries shall be composed, maintained, and distributed by the vendor to attendees with copies retained for future reference.

2.3.7.2. External Review – The vendor shall prepare and participate in external reviewer’s inspections and audits as requested and shall participate in the preparation of responses to critiques. The vendor shall develop and implement plans to address/correct identified deficiencies.

2.3.7.3. Statistical Data – The vendor shall describe its management information system. The vendor shall be required to keep statistical data related to the inmate health care program which shall include utilization of service statistics and other areas that the vendor and TCSO agree would be useful to evaluate the health care program and anticipate future needs.

2.3.7.4. The vendor shall prepare statistical reports on a monthly basis. The vendor shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses resolutions. A complete annual report of utilization statistics and a narrative summary delineating the accomplishments of the vendor shall also be provided on an annual basis.

2.3.7.5. Utilization Review – The vendor shall establish a utilization review program for the review and analysis of the utilization of off-site referrals, including subspecialty and inpatient stays. The program shall include non-urgent hospitalization, pre-certification, urgent hospital certification, concurrent review, prospective denial, discharge planning, and prior authorization of targeted procedures, e.g., MRI and CT scans. The utilization management program shall demonstrate that the use of outside service has been appropriate, as medically indicated, and that the length of stay, if applicable, is neither longer nor shorter than medically indicated.

2.3.7.6. Infection Control – The vendor will implement an infection control program. The program includes concurrent surveillance of patients and staff, preventive techniques, and treatment and reporting of infections in accordance with Local and State Laws. The program shall be in compliance with the Centers for Disease Control and Prevention (CDC) guidelines and OSHA regulations.

2.3.7.7. Inmate Grievance – Complaint Policy – The vendor shall comply with TCSO policies and procedures to be followed in dealing with inmate complaints or grievances regarding any aspect of the health care delivery system. This policy must comply with the TCSO’s legal requirements for maintaining an Inmate Grievance Complaint Process, as dictated in the NYS Commission of Corrections, Minimum Standards for Jails.

2.3.7.9.1. The vendor shall maintain monthly statistics of grievances filed, including complaints with and without merit.

2.3.7.9.2. All grievance procedures shall be in accordance with the TCSO and COC regulations.

2.3.7.9.3. All grievances will be responded to in writing within five (5) business days of receipt of the grievance.

2.3.7.9.4. Inmates may also utilize an Internal Communication Form to communicate with staff to resolve complaints or disputes prior to the filing of a formal grievance. The TCSO reserves the right to review any inmate complaint and review the vendor's actions. The vendor must implement the TCSO's recommendations in disputed cases.

2.3.7.10. Policy and Procedures – The vendor shall be responsible for the development, maintenance, and annual review of administrative and operational policies and procedures. The TCSO reserves the right to approve policies and procedures of the vendor. The policies and procedures shall be designed to meet NCCHC, ACA and New York State statutes. Policies should also be congruent with the COC requirements for County Jails. The policies shall be signed annually by the medical director, health administrator, and Jail Superintendent with review and congruence by the contract monitor.

2.3.7.11. Strategic Planning and Consultation – The vendor shall indicate it's capability for strategic operational planning and medical and administrative consultation. The vendor shall be involved in the planning and programming of future renovation. The vendor shall assign a member of its staff to attend all relevant meetings pertaining to future jail construction, or renovations and the subsequent transition.

2.3.7.12. Risk Management and Mortality Review – The vendor shall detail its risk management plan and discuss its procedures for dealing with critical incidents. The vendor shall be responsible for establishing and providing evidence of a formal mortality review process. The TCSO will report all deaths to the COC within six (6) hours of the occurrence. Within ten (10) days after pronouncement of an inmate's death, the facility medical director shall forward a follow-up report in writing to the COC. The report will include a narrative medical history covering the period ninety (90) days prior to the death, the inmate's primary medical or psychiatric diagnosis, therapy provided, and a narrative description of the terminal event.

2.3.7.12.1. If additional facts or critical information is discovered about an incident the facility has submitted, a follow-up report to the COC is due in writing within fourteen (14) days of such a discovery.

2.3.7.12.2. The vendor shall notify the County Attorney and the TCSO in writing of any claim that is made or litigation that is commenced against the vendor that is in any way related to the services provided to the County by the vendor, within 5 business days of receipt by the vendor. The vendor shall not settle any such claim or litigation without the prior written consent of the County.

2.3.7.12.3. In the event a claim is made or litigation is commenced against the vendor that is in any way related to services provided to the County, the vendor shall immediately notify any and all of its insurance carriers providing insurance coverage to the vendor for activities related to the County agreement. Such notice to the insurance carriers shall comply with the terms of the policy for notice. The County shall receive a copy of the notice when it is sent to the insurance carriers.

2.3.7.13. Pharmacy and Therapeutics Committee – The vendor shall implement a pharmacy and therapeutics committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals, including psychotropic pharmaceuticals, and identifying prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by a consultant pharmacist shall be required.

2.3.7.14. Safety and Sanitation Inspections – The vendor shall review monthly safety and sanitation inspections of the Jail or Jail's food service, housing, and work areas with designated TCSO personnel. The vendor is responsible for any inspection required by law, TCSO Policy or accreditation standard. The vendor shall make appropriate recommendations for corrections on discrepancies or citations noted.

2.3.7.15. Cost Containment Program - The vendor shall specify a detailed plan for the implementation and operation of a cost containment program. Addressed in this section shall be the mechanism(s) by which the vendor plans to control costs, areas in which cost savings can be achieved and evidence of the success of such programs at other vendor sites.

2.3.7.16. Accreditation – The vendor shall maintain accreditation by NCCHC for the Tioga County Jail. The vendor will be responsible for the payment of all accreditation fees.

2.3.7.17. Records and Documentation upon Termination of the Contract – All manuals, policies and procedures, inmate medical records, and other records and documentation developed, purchased or maintained by the vendor for the Tioga County Jail, shall become the property of, and in the custody of, the TCSO upon expiration of the contract.

2.3.7.18. Contract Monitor – The Vendor will employ a qualified independent contract monitor, at the expense of the vendor, to monitor the health care contract. The contract monitor will be mutually agreed upon by the Vendor and TCSO. The vendor shall provide in their response to this RFP, a list of at least three qualified independent contract monitors, along with each monitors quote for providing this service. The vendor shall agree to allow the contract monitor to have unfettered access to all medical records, statistical reports, continuing education, time records, sick call slips, grievances, quality assurance reviews, attendance at CQI meetings, and other records as the contract monitor deems necessary to fulfill his/her duty. The contract monitor shall determine in the TCSO's behalf whether or not the TCSO is and has been receiving the staffing and services indicated in the contract and the vendor's response to this RFP. The contract monitor has the right to call other individuals or organizations, to assist him or her in the evaluation of the medical and mental health services and to make recommendations to the TCSO.

2.3.7.19. Peer Review – The vendor at its sole cost and expense will perform an annual peer review of the Medical Director. A qualified physician selected and approved by the vendor and the TCSO, will conduct the peer review. Peer review reports, documents, and related information are the sole property of the TCSO.

2.3.7.20 Standard Clauses/Non-Discrimination and Sexual Harassment – The vendor must ensure compliance with the terms and conditions contained within the Tioga County Standard Clauses including those requiring the vendor to not discriminate against any employee or applicant for employment based on a protected classification and ensuring its compliance with the Tioga County Sexual Harassment Prevention Policy.

2.3.8 Inmate Insurance – The vendor will seek and obtain information concerning any health insurance an inmate may have that would cover services needed by the inmate. Vendor must detail any exclusions to it managing insurance billing, claims and payment.

2.3.9. Staffing – The vendor will submit a staffing plan that is designed to meet the needs of the operation. The staffing plan should consider the current scope of the comprehensive medical and mental health operation, as well as any additional needs of the operation; taking into account any proposed changes or additions to the scope which may be

needed to fulfill the proposed program. The minimum staffing requirements for the purpose of this RFP are detailed in Appendix B. Appropriate adjustments and final mutually agreed-upon staffing levels shall be negotiated upon award of the contract.

2.3.9.1. Proposed Staffing – The proposal is to include the staffing pattern for the facility. The vendor shall state the number and levels of staff which will be on site during each shift.

2.3.9.1.1. In consideration of the number of admissions, length of stay, and characteristics of the inmate population, RN coverage is required daily from 7 a.m. to 11 p.m. In the event of vacations, leave of absence, illness or holidays of regular RN staff, a pool of per diem staff must be available to cover RN schedules.

2.3.9.1.2. Vendors may submit an alternative plan as an alternate proposal. The expectation is that the staffing plan that is submitted by the vendor should be sufficient to carry out the services required to fulfill the obligations of this contract according to NCCHC and COC standards.

2.3.10.1.3. Liquidated expenses - The TCSO shall be compensated for staffing deficiencies at a rate of 2.5 times the hourly rate of the position that is deficient for each hour of deficiency.

#### 2.3.10.2. Recruitment and Credentialing Program

2.3.10.2.1. Recruitment – The vendor shall recruit and interview candidates who are currently licensed or certified in the State of New York. The vendor shall interview each candidate with a special focus on technical expertise, emotional stability, and motivation. Qualified personnel who are employed by the Medical and Mental Health company currently providing services to the TCSO, are to be given priority in any hiring process by the vendor.

2.3.10.2.2. Credentialing – the vendor shall specify its credentialing procedures for professional staff employed at the facility. Copies of all current nursing and physician licenses shall be kept on file in the medical unit at the Tioga County Jail.

2.3.10.3. Personnel files of all subcontractors and contract employees shall be on file at the facility. The files shall be made available to authorized TCSO staff, contract monitor or designee. These files shall include copies of current licenses, proof of professional

certification, DEA numbers, malpractice insurance certificates, evaluations and position responsibilities.

2.3.10.4 Turnover of Staff – The vendor shall describe its current nursing turnover ratio in other contracts and shall additionally indicate specific turnover for health administrators, medical directors and regional managers.

2.3.10.5. On Site Visit to Facility – All screened staff candidates shall make an on-site visit to the facility prior to employment.

2.3.10.6. Approval by the TCSO of Vendors Employees – The final selection of all employees or subcontractors shall be subject to approval by the TCSO. Initial and continued employment of staff and subcontractors shall be subject to approval of the TCSO. The TCSO reserves the right to prohibit any of the vendor's employees and/or independent companies from performing service with regard to the contract.

2.3.10.7. The vendor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the regional manager shall be included with the proposal. Any replacement personnel shall be subject to approval by the TCSO.

3.2.10.8. The vendor shall notify and consult with the TCSO prior to discharging, removing, or failing to renew contracts of professional staff.

2.3.10.9. Rejection of Contractor's Personnel – The TCSO shall have the right to reject for use or service the employment by the Contractor of any person or firm. The TCSO reserves the right to remove from the facility any person or firm employed or engaged by the vendor when the TCSO deems it to be in the best interest of the successful implementation of the correctional health services program. The privilege of entering or/and remaining on the premises of the TCSO may be revoked at any time.

2.3.10.10. Employment Processing – All personnel shall be required to submit fingerprints for a criminal record review, which shall be conducted by and at the expense of the vendor. **The vendor must state their policy in this regard in the proposal.** Additionally, all personnel performing on-site services are required to undergo a drug screen, for which the vendor shall be responsible to conduct and pay for. All candidates successfully cleared through this process may be eligible for hire. In addition, the vendor shall detail in its proposal the hiring process to be utilized and a method to provide information regarding the individuals

previous work history and credentials required to fulfill the duties of the position. Vendor shall ensure all employees are trained on the Tioga County Sexual Harassment Policy and will use non-discriminatory hiring practices.

2.3.10.11. Facility Security – The vendor and its personnel shall be subject to, and shall comply with, all security regulations and procedures of the TCSO and the Tioga County Jail. Violations of regulations may result in the employee being denied access to the Jail or the TCSO. In this event, the vendor shall provide alternate personnel to supply services, described herein, subject to the TCSO approval. The TCSO shall provide security for the vendor’s employees and agents consistent with security provided to TCSO staff.

2.3.10.12. Compliance with State and Federal Statutes – All personnel shall comply with current and future State, Federal, and Local laws and regulations, court orders, administrative directives, Jail directives, ACA standards, NCCHC standards, COC standards, the Chairman’s memorandums, and policies and procedures of the Jail or Correctional Facility.

2.3.10.13. Non-Compete Agreements – The vendor is prohibited from entering into covenants Not to Compete or Non-Competition Clauses with either employees or independent companies, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent company or employee from competing, directly or indirectly, in any way with the vendor. For the purpose of this paragraph, the term “competing directly or indirectly, in any way with the vendor” shall mean the entering into, or attempting to enter into, any similar business with that carried on by the vendor with any individual, partnership, corporation, or association that was or is the same or related business as the vendor.

2.3.10.14. On-Call Responsibility – The vendor will be responsible for providing on-call professionals for both the medical and mental health services, 24 hours per day.

2.3.10.15. Employee Training and Orientation – The vendor shall describe its orientation program for their staff. The vendor shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the Tioga County Jail. Hours worked during new employee orientation and training will not count toward fulfilling agreed-upon contracted hours for any position.

2.3.10.16. Staff Security Orientation – The vendors new employees are required to participate in a security orientation program.

2.3.10.17. Additional Training Requirements – The vendor is responsible for providing additional training to new employees, consisting of security classification, blood borne pathogen, CPR and First Aid within sixty (60) days of their employment. The vendor shall be responsible for the employee compensation during this training.

2.3.10.18. The vendor shall establish a medical library on-site at the facility for use by the health care staff. The library shall minimally include basic reference texts related to diagnosis and treatment in a primary care setting. The library may be electronic, or internet based. The vendor shall provide appropriate monthly in-service education programs for its staff. All staff shall be required to have twelve (12) hours of continuing education each year. Selected topics, which require staff training, shall be identified on an on-going basis throughout the vendor's continuous Quality Improvement Program.

2.3.10.19. Staffing and Schedules – Copies of staff schedules will be provided to TCSO on a monthly basis, one week prior to the start of the month. Accounting of actual days and hours worked by staff will be provided to the TCSO every two weeks, or other payroll frequency, as agreed upon by the TCSO.

2.3.10.19.1. The vendor's staff shall administer the health care program at the Tioga County Jail. The staff shall be on-site each week. The staff shall not be reassigned to assist with problems of other contracts.

2.3.10.19.2. Contractual staff (vendor's employees and sub-contractors) shall be required to comply with an accountability process on an official time-keeping program or device. The vendor shall be permitted to substitute an automated time clock system or other method, which is subject to the approval of the TCSO. The vendor will be required to report any changes to staff schedules and staff working hours to the TCSO on a daily basis.

#### 2.3.11. Performance Deficiency Adjustments

2.3.11.1. Placing PPDs – If less than 90% of the eligible inmate PPDs are not placed, read and recorded within 96 hours after the inmates intake, the vendor shall pay liquidated damages of \$100 for each day the eligible inmate has not received said therapy.

2.3.11.2. Treatment for HIV – If any eligible inmate, known to have a clinical status of HIV that has been on PCP prophylaxis does not receive said therapy, the vendor shall pay liquidated damages of \$100 for each day the eligible inmate has not received said therapy.

2.3.11.3. Prompt Treatment of Chronic Care Patients – Chronic care inmates (diabetics, epileptics, infectious disease inmates, chronic mental health patients, asthma or Chronic Obstructive Pulmonary Disease (COPD)) shall be enrolled in a chronic care clinic and seen by a physician or midlevel provider within 14 days of their intake into the jail, or sooner as clinically indicated, and then evaluated every 90 days by a physician. Liquidated damages of \$100 per identified deficiency shall be assessed for each incident per day.

### **Section 3 – Specific Proposal Requirements**

#### **3.1. Submission of Respondent’s Proposal(s)**

- A. Acceptance Period and Location:** To be considered, Respondents must submit a complete response to this RFP. Respondents not responding to all information requested in this RFP or indicating exceptions to those items not responded to may have their proposals rejected as being non-responsive.

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on **10/27/2023**.

Captain Trevor Yaeger  
Tioga County Sheriff’s Office  
103 Corporate Drive  
Owego, NY 13827

Refer to Section 3 for further detail regarding response formats and requirements. There will be no public opening of the proposals.

- B. Withdrawal Notification:** Respondents receiving this RFP who do not wish to submit a proposal should reply with the “No Response Form” (Appendix F of this RFP) to be received by the indicated contact on the form no later than **10/27/2023**. This RFP is the property of the County and may not be reproduced or distributed for purposes other than proposal submission without the written consent of the Tioga County Attorney.
- C. Required Copies:** Respondents must submit one (1) signed original Proposal and (7) complete copied sets of the signed original Proposal. Proposal should be clearly marked as “Proposal for Comprehensive Medical and Mental Health Services for Inmates.” The Respondent will make no other distribution of proposals. An official authorized to bind the Respondent to its provisions must sign the Proposal.

- D. Pricing Period:** For this RFP, the proposal must remain valid for a minimum of 120 days past the due date for receipt of the RFPs.
- E. Economy of Preparation:** Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Respondent's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional material, etc. are not necessary or desired. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Respondent complies" or "Respondent understands" should be avoided.

### **3.2. Response Date**

To be considered, sealed proposals must arrive on or before the time and date specified in Section 3.1.A. Requests for extension of the submission date will not be granted. Respondents mailing proposals should allow ample delivery time to assure timely receipt of their proposals.

### **3.3. Clarifications of RFP and Questions**

Questions that arise prior to or during proposal preparation must be submitted in writing or via email pursuant to the instructions in Section 1 of this RFP. Questions and answers will be provided to all Respondents who have returned a "Response Form" found at APPENDIX G of this RFP, and must be acknowledged in the RFP response. No contact will be allowed between the Respondent and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the POC. Prohibited contact may be grounds for Respondent disqualifications.

### **3.4. Addenda to the RFP**

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all Respondents that received the original. **An acknowledgement of such addenda, if any, must be submitted with the RFP response.**

### **3.5. Organization of Proposal**

This section outlines the information that must be included in your proposal. Please respond with your information in the same order as the items in this Section

- A. Transmittal Letter.** Each response to the RFP should be accompanied by a letter of transmittal not exceeding one (1) page that summarizes key points of the proposal and

which is signed by an officer of the firm authorized to commit the Respondent to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number and e-mail address for the Respondent's contact person.

**B. Table of Contents.** Include a Table of Contents at the beginning, which clearly outlines the contents of your proposal.

**C. Company Information.** Provide information related to your company and any companies you are proposing to use as sub-contractors. Specifically address the following:

1. Year the company was organized
2. Identification of company ownership
3. Functions and location of your nearest regional office to Tioga County. Identify the location of your company's headquarters.
4. Anticipated growth of your organization including expansion of the client base and acquisitions.
5. Any conflicts of interest that may affect the County's potential selection of or entering into an agreement with your organization.
6. Respondents must fill out and submit with their proposals APPENDIX E, Standard Contractor's Questionnaire and APPENDIX D, Certification Regarding Debarment, Suspension, and Responsibility.
7. Company must detail whether any services are intended to be provided through vendors, subcontractors, subsidiaries or affiliates. If so, provide details regarding the services the organization will provide and their relationship to the Company. Such entities will be required to provide their own insurance naming Tioga County as additional insured and may be required to enter into a separate agreement with Tioga County depending on the services to be provided.

**D. Experience.** Provide information that clearly demonstrates your organization's prior experience and background (both business and technical) in engagements similar to this project. This section must include:

1. A list of all public sector clients, the dates of engagement for each client. Include the name and address of the client, and the approximate annual budget.
2. Approximate number of Employees and Sub-Contractors which will be utilized to fill this RFP.

3. A summary of all legal action in the past 3 years, that resulted in a decision against the vendor and any pending legal actions.
4. A summary of all contracts terminated within the past 3 years.
5. Resumes for the key personnel to be involved in providing services to the County.

**E. Respondent's Proposal.** Respondent must submit a detailed Project Narrative and Work Plan that describes:

1. Its expertise and that of its proposed personnel and how its management procedures will ensure quality work is performed.
2. How its proposed services and proposed work plan will meet the tasks and deliverables as described in Section 2 of this RFP.
3. Proposed quality control mechanisms that ensure a high level of quality and commitment to excellence.

**F. Cost Proposal.** Respondents must detail the proposed method of compensation for the services. So that cost proposals may be judged equally, pricing must be submitted on the attached Appendix C, "Cost Proposal Pricing Table".

**G. Insurance Certificates.** Each Respondent must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those described in Section 4 of this RFP.

**H. Exceptions to Standard Tioga County Contract.** For all exceptions to the Standard Tioga County Contract, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Standard Contract", the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that new contract wording be proposed by the Respondent, but rather that the Respondent explain their position so that the conflict can be evaluated. If no exceptions are noted, the Respondent is presumed to have agreed with all sections of the standard contract.

**I. Exceptions to the Scope of Services Outlined in Section 2 of the RFP.** For all exceptions to the Scope of Services outlined in Section 2 of the RFP, the Respondent must indicate on a separate sheet labeled "Exceptions Taken to the Scope of Services Outlined in Section 2 of the RFP, the section number of any requirement to which an exception is being taken and an explanation of their position. It is not intended that the scope of services will change as proposed by the Respondent, but rather that the Respondent explain their position so that the exception can be evaluated. If no exceptions are

noted, the Respondent is presumed to have agreed with all sections of the Scope of Services.

- J. Exceptions to General Information for the Respondent.** For all exceptions to Section 4, the Respondent must indicate on a separate sheet labeled “Exceptions Taken to the General Information for the Respondent”, the section number of any requirement to which an exception is being taken and an explanation of their position.
- K. Certification.** Proposals should include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

### **3.6. Method of Evaluation**

- A. Evaluation Committee:** Selected personnel from the County will form the evaluation committee for this RFP. It will be the responsibility of this committee to evaluate all properly prepared and submitted proposals for the RFP and make a recommendation for award.
- B. Evaluation and Selection Criteria:** All responsive and responsible submitted proposals shall be subject to evaluation deemed appropriate for the purpose of selecting the Respondent with whom a contract may be signed. Responses to this RFP will be evaluated according to criteria that the County deems pertinent to these services, which may include, but may not be limited to, the following:
  - 1. Proposed fees
  - 2. Understanding of the Project
  - 3. Degree of Relevant Experience
  - 4. Technical Competence
  - 5. References
  - 6. Capacity and Availability to Perform the Services
  - 7. Local Office
  - 8. Other pertinent criteria
- C. Contract Approval Process:** Respondents must be aware that any contract resulting from this RFP is subject to prior approval by the Tioga County Law Department, Tioga County Sheriff and Tioga County Legislature.

### **3.7 Oral Presentation**

Respondents who submit a proposal may also be required to make an oral presentation of their proposal to the County. These presentations will provide an opportunity for the Respondent to clarify their proposal to ensure a thorough mutual understanding. At the same time, the County is under no obligation to offer any Respondent the opportunity to make such a presentation.

### **3.8 Investigations**

The County reserves the right to conduct any investigations necessary to verify information submitted by the Respondent and/or to determine the Respondent's capability to fulfill the terms and conditions of the RFP contract document. The County reserves the right to visit a prospective Respondent's place of business to verify the existence of the company and the management capabilities required to administer this agreement. The County will not consider Respondents that are in bankruptcy or in the hands of a receiver at the time of tendering a proposal or at the time of entering into a contract.

## **Section 4 – General Information for the Respondent**

### **4.1 Reservation of Rights**

The County reserves the right to refuse any and all proposals, in part, or in their entirety, or select certain products from various Respondent proposals, or to waive any informality or defect in any proposal should it be deemed to be in the best interest of the County. The County is not committed, by virtue of this RFP, to award a contract, or to procure or contract for services. The proposals submitted in response to this request become the property of the County. If it is in its best interest to do so, the County reserves the right to:

- A. Make selections based solely on the proposals or negotiate further with one or more Respondents. The Respondent selected will be chosen on the basis of greatest benefit to the County as determined by an evaluation committee.
- B. Negotiate contracts with the selected Respondents.
- C. Award a contract to more than one Respondent.

### **4.2 Contract Negotiation**

Negotiations may be undertaken with those Respondents whose proposals prove them to be qualified, responsible, and capable of fulfilling the requirements of this RFP. The contract that may be entered into will be the most advantageous to the County, price and other factors considered. The County reserves the right to consider proposals or modifications thereof received at any time before a contract is awarded, if such action is in the best interest of the County. Attached as RFP Appendix A is a copy of the Standard Tioga County Contract which contains mandatory provisions.

Negotiations do not include further revisions to the mandatory provisions depicted in Appendix A. Respondents must take exception as instructed in Section 3.5.1. if necessary. Any exceptions will be evaluated by the Tioga County Law Department prior to proposal rating.

### **4.3 Acceptance of Proposal Content**

The contents of the proposal of the successful Respondent may become contractual obligations, should a contract ensue. Failure of a Respondent to accept these obligations may result in cancellation of the award. The awarded respondent will be required to provide Tioga County with a Word version of its final proposal.

### **4.4 Prime Responsibilities**

The selected Respondent will be required to assume responsibility for all services offered in its proposal whether or not provided by them. The selected Respondent will be liable, both individually and severally, for the performance of all obligations under the awarded contract and will not be relieved of liability for non-performance of any of its subcontractors. Further, the TCSO shall approve all subcontractors and will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

### **4.5 Contract Payment**

Actual terms of payment will be the result of agreements reached between Tioga County and the Respondent selected.

### **4.6 News Release**

News releases pertaining to this RFP or the services to which it relates will not be made without prior approval by the County and then only in coordination with the TCSO.

#### **4.7 Notification of Respondent Selection**

All Respondents who submit proposals in response to this RFP will be notified by the POC of acceptance or rejection of their proposal.

#### **4.8 Independent Price Determination**

- A. By submission of a proposal, the Respondent certifies, and in case of a joint proposal, each party thereto certifies as to its own organization, that in connection with the proposal:
  - 1) The prices in the proposal have been arrived at independently without consultation, communications, or agreement, with any other Respondent or competitor for the purpose of restricting competition; and
  - 2) No attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  
- B. Each person signing the proposal certifies that:
  - 1) They are the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal and they have not participated and will not participate in any action contrary to A (1) or (2) above; or
  - 2) They are not the person in the Respondent's organization responsible within that organization for the decision as to prices being offered in the proposal but that he/she has been authorized in writing to act as agent for the persons responsible for such decisions in certifying that such persons have not participated and will not participate, in any action contrary to A (1) and (2) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to A (1) and (2) above.

- C. A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify A (1) or (2) above.

#### **4.9 Incurring Costs**

The County is not liable for any costs incurred by Respondent prior to the effective date of the contract.

#### **4.10 Material Submitted**

All right, title and interest in the material submitted by the Respondent as part of a proposal shall vest in Tioga County upon submission of the Respondent's proposal to Tioga County without any obligation or liability by Tioga County to the Respondent. Tioga County has the right to use any or all ideas presented by a Respondent.

Tioga County reserves the right to ownership, without limitation, of all proposals submitted. However, because Tioga County could be required to disclose proposals under the New York Freedom of Information Law (Public Officers Law section 84-90), Tioga County will, to the extent permitted by law, seek to protect the Respondent's interests with respect to any trade secret information submitted as follows:

Pursuant to Public Officers Law section 87, Tioga County will deny public access to Respondent's proposal to the extent the information constitutes a trade secret, which if disclosed would cause substantial harm to the Respondent's competitive position, provided the Respondent identified the information it considers to be a trade secret and explains how disclosure would cause harm to the Respondent's competitive position.

#### **4.11 Proposal Certification**

The Respondent must certify that all material, supervision, and personnel will be provided as proposed, at no additional cost above the proposal price. Any costs not identified and subsequently incurred by the County must be borne by the Respondent. This certification is accomplished by having the Proposal signed by an individual who has the authority to bind the Respondent.

**APPENDIX A**  
**SAMPLE TIOGA COUNTY CONTRACT**

*The County contemplates that, in addition to all terms and conditions described in this RFP, final agreement between the County and the selected Respondent will include, without limitation, the terms contained in this Appendix A, Standard Tioga County Contract.*

*Respondents should note that, at a minimum, all the contractual provisions included in the sample contract herein will automatically be deemed part of the final Contract. Although such provisions will govern all proposals as submitted, the County may later amend such provisions. The sample contract is included so that all proposals will be governed by the same contractual terms.*

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between TIOGA COUNTY, a municipal corporation, with offices at 56 Main Street, Owego, New York 13827, hereinafter referred to as the “COUNTY”, and \_\_\_\_\_, with offices at \_\_\_\_\_, hereinafter referred to as the “CONTRACTOR”.

**WITNESSETH:**

WHEREAS, the COUNTY is desirous of obtaining the services of the CONTRACTOR to perform the scope of work set forth in Section 1 hereof, and

WHEREAS, the COUNTY issued a Request for Proposal (“RFP”), and

WHEREAS, the CONTRACTOR has submitted a proposal, dated \_\_\_\_\_, to perform the requested services, and

WHEREAS, the COUNTY Legislature of the County of Tioga by Resolution Number \_\_\_\_ of 20\_\_\_\_, authorized a contract for services as hereinafter described, and

WHEREAS, the CONTRACTOR is willing, able, and qualified to perform such services,

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth the parties hereto mutually agree as follows:

## **Section 1. SCOPE OF SERVICES**

The CONTRACTOR shall perform the following services for the COUNTY:  
(insert )

## **Section 2. TERM OF AGREEMENT**

The term of this Agreement shall be for the period of January 1, 2024 through December 31, 2025. At the COUNTY's option, the Agreement may be renewed for three additional one year terms. If the COUNTY, in its sole discretion, determines that it intends to extend the term of the Agreement for an additional one year term, it shall notify the CONTRACTOR in writing no later than September 1<sup>st</sup> of the expiring year that the Agreement will be extended into the following year.

This Agreement shall remain in effect for the period specified above, unless otherwise terminated pursuant to the Termination Clause of this Agreement.

## **Section 3. TERMINATION CLAUSE**

This Agreement may be terminated by the mutual written agreement of the contracting parties.

This Agreement may be terminated by either party for convenience by giving the other party 120 days' prior written notice.

This Agreement may be terminated by the COUNTY, for substantial breach, upon the failure of the CONTRACTOR to comply with the terms and conditions of this Agreement, including the attachments hereto; upon the failure of the CONTRACTOR at any time, to comply with any applicable federal, State or local health, safety or fire code regulations; or in the event that any license, approval or certification of the CONTRACTOR or its employees or subcontractors providing services under this agreement, required by federal, state or local government is revoked, not renewed, or otherwise not in full force or effect; or in the event that the CONTRACTOR fails immediately to secure a new such license, approval or certification. Any one of above shall be considered a substantial breach.

Upon termination of this Agreement, the CONTRACTOR shall have no further responsibility to the COUNTY or to any other person with respect to providing services specified in this Agreement. Upon termination of this Agreement, the COUNTY shall be obligated to pay the

CONTRACTOR for services satisfactorily performed in compliance with the Agreement through the date of termination. Following such payment, the COUNTY shall have no further obligations to the CONTRACTOR under this Agreement.

Any notice of termination under this Agreement will be given in writing at the addresses set forth below, specifying the reasons for termination and the effective date of termination. Such written notice will be delivered via registered or certified mail with return receipt requested or will be delivered by hand with receipt provided by the serving party. The CONTRACTOR agrees not to incur any new obligations or to claim any expenses incurred after the effective date of the termination. The effective date of termination is not to be less than one hundred twenty (120) days from the date of notice, unless substantial breach of contract is involved, in which case the effective date of termination may be immediately effective on delivery of the termination notice. In any event, the effective date of termination will not be later than the Agreement expiration date.

To the County:

Tioga County Law Department  
Attn: Tioga County Attorney  
56 Main Street, Room 103  
Owego, NY 13827

To the Contractor:

XXXXXX

#### **Section 4. PAYMENT FOR SERVICES**

The COUNTY agrees to pay the CONTRACTOR and the CONTRACTOR agrees to be paid, a sum in full satisfaction of all expenses and compensation due the CONTRACTOR not to exceed \_\_\_\_\_ (\$\_\_\_\_\_).

Payment by the COUNTY for the sum(s) herein contracted for shall be made upon the submission of properly executed monthly invoice, supported with such information and documentation necessary to substantiate the invoice, approved by the COUNTY.

The COUNTY may audit records relating to expenses for services provided by the CONTRACTOR pursuant to this Agreement at any time during this Agreement and through and including twelve (12) months following this Agreement.

The CONTRACTOR shall prepare and make available such statistical and financial service and other records requested by the COUNTY. These records shall be subject at all reasonable times to inspection, review and audit by the COUNTY, the State of New York and other personnel duly authorized by the COUNTY. These records shall be maintained for the period set forth in the State regulations.

## **Section 5. INSURANCE AND INDEMNIFICATION**

CONTRACTOR shall comply with the following General Contract and Insurance Specifications:

<h3 style="margin: 0;">TIOGA COUNTY, NEW YORK</h3> <h3 style="margin: 0;">General Contract and Insurance Specifications</h3>
--

<b>Project Description or Contract Number:</b>	Comprehensive Medical and Mental Health Services for Inmates of the Tioga County Jail
<b>Date Issued:</b>	
<b>Vendor name ("Contractor"):</b>	
<b>County Department:</b>	Tioga County Sheriff

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

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

1. The Contractor shall procure and maintain during the term of this contract, at the Contractor's expense, the insurance policies listed in Part II, with limits equal to or greater than the enumerated limits.
2. Every required policy, including any required endorsements and any umbrella / excess policy, shall be primary insurance. Insurance carried by Tioga County, its officers, or its employees, if any, shall be excess and not contributory insurance to that provided by the Contractor.
3. Every required coverage type shall be on an "occurrence basis" unless otherwise specified or allowed.
4. The Contractor may utilize a combination of primary and umbrella/excess liability coverage to achieve the limits required hereunder. Excess coverage must be at least as broad as primary coverage.
5. Proof of insurance coverage shall be provided on an ACORD 25 form or acceptable equivalent. All insurance coverage and certificates must be approved by the County Department of Law or its designee prior to commencement of services.

6. The amount of self-insured retention or deductibles, if any, must be disclosed on the certificates of insurance. The contractor shall be solely responsible for any self-insured retention or deductible losses under each of the required policies.
7. Tioga County reserves the right to request a certified copy of any policy and any endorsement thereto.
8. All insurance shall be provided by insurance carriers licensed & admitted to do business in the State of New York and must be rated "A-, XI" or better by A.M. Best (Current Rate Guide).
9. If the Contractor fails to procure and maintain the required coverage(s) and minimum limits such failure shall constitute a material breach of contract, whereupon Tioga County may exercise any rights it has in law or equity, including but not limited to the following:
  - (a) immediate termination of the contract;
  - (b) withholding any / all payment(s) due under this contract or any other contract it has with the vendor (common law set-off); OR
  - (c) procuring or renewing any required coverage(s) or any extended reporting period thereto and paying any premiums in connection therewith. All monies so paid by Tioga County shall be repaid upon demand, or at the County's option, may be offset against any monies due to the Contractor.

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

1.

Coverage Type	Minimum Limits	
<p><b><u>Commercial General Liability (CGL)</u></b>  <u>per standard ISO form or</u>  <u>equivalent with no modification of</u>  <u>coverage for contractual liability</u></p> <ul style="list-style-type: none"> <li>• All endorsed policy exclusions shall be disclosed by submittal of forms</li> <li>• Tioga County shall be named Additional Insured, on a primary, noncontributory basis. The additional insured coverage shall be provided per ISO forms CG 2010 and CG 20 37 or equivalents and the insurance shall not contain any exclusion for bodily injury or property damage arising from completed operations. Additional Insured form(s) shall be attached to the Certificate of Insurance.</li> </ul>	<p>General Aggregate</p> <p>Products &amp; Completed Operations Aggregate</p> <p>Personal &amp; Advertising Injury</p> <p>Each Occurrence</p> <p>Fire Damage</p> <p>Medical Expense</p>	<p>\$2,000,000</p> <p>\$2,000,000</p> <p>\$1,000,000</p> <p>\$1,000,000</p> <p>\$300,000</p> <p>\$10,000</p>

<p><b><u>Automobile Liability (Comprehensive Form)</u></b> Must cover owned, non-owned, leased and hired vehicles.</p>	<p>\$1,000,000 Combined Single Limit</p>
<p><b><u>Medical Malpractice/Professional Liability</u></b></p> <ul style="list-style-type: none"> <li>• If "Claims Made" coverage, must be maintained continuously for a minimum of three (3) years after contract termination. Also, retroactive date must precede the date of the contract for jail medical services</li> <li>• Shall <b>not</b> contain restrictions for <ul style="list-style-type: none"> <li>✓ Contractual liability</li> <li>✓ Express warranties or guarantees</li> <li>✓ Personal injury</li> </ul> </li> </ul>	<p>\$3,000,000 Each Claim \$5,000,000 Annual Aggregate</p>
<p><b><u>Umbrella / Excess Liability (Following Form)</u></b></p> <ul style="list-style-type: none"> <li>• To extend over CGL, Auto</li> </ul>	<p>\$5,000,000 Each Occurrence \$5,000,000 Annual Aggregate</p>
<p><b><u>Workers' Compensation and Employer's Liability</u></b> If you have no employees (sole proprietor) a NYS Workers' Compensation Board issued waiver of the Workers' Compensation requirement is acceptable</p>	<p>Part 1 – Statutory Part 2 – (Unlimited in NYS) \$500,000 Each Accident \$500,000 Disease Policy Limit \$500,000 Disease Each Employee</p>

2. The certificate shall:
  - indicate coverages and minimum amounts required in part II.1
  - provide that the coverage(s) shall not be cancelled, terminated or materially changed (including an aggregate insurance limits reduction) unless prior 30 day written notice has been given to the Tioga County. Attach applicable endorsement to the certificate.
  
3. The Additional Insured & Certificate Holder should read:

County Of Tioga, its elected officials, appointees, employees and designated volunteers  
**Attn: Law Department**  
56 Main Street, Owego, NY 13827

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

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, servants and employees from and against all liability, damages, punitive damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorney's fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, it's agents or employees, the provision of any products by the Contractor, it's

agents or employees, arising from any act, omission or negligence of the Contractor, its agents or employees, or arising from any breach or default by the Contractor, its agents or employees under the Agreement for Comprehensive Medical and Mental Health Services for Inmates of the Tioga County Jail . Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Respondent.

#### **Part IV. Safety**

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

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

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

#### **Section 6. AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become a part of this Agreement. All Notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

#### **Section 7. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the CONTRACTOR is and shall in all respects be considered an independent contractor. The CONTRACTOR, its individual members, directors, officers, employees and agents are not and shall not hold themselves out nor claim to be an officer or employee of the COUNTY nor make claim to any rights accruing thereto, including, but not

limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The CONTRACTOR shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the CONTRACTOR's employee's' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Workers Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The COUNTY shall have no responsibility for any of the incidences of employment.

### **Section 8. EXECUTORY NATURE OF AGREEMENT**

This Agreement shall be deemed executory only to the extent of the funding available and the COUNTY shall not incur any liability beyond the funds annually budgeted therefore. The COUNTY may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the CONTRACTOR's obligations regarding the services provided under this Agreement may be reduced correspondingly.

### **Section 9. NO ASSIGNMENT WITHOUT CONSENT**

The CONTRACTOR shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement, or any part thereof to any person or entity without the prior written consent of the COUNTY.

### **Section 10. RIGHT TO INSPECT**

Designated representatives of the COUNTY shall have the right to monitor the provision of services under this Agreement which includes having access at responsible times and places to the CONTRACTOR's employees, reports, books, records, audits and any other material relating to the delivery of such services. The CONTRACTOR agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment.

### **Section 11. NON-DISCRIMINATION**

To the extent required by 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 will not discriminate against any employee or applicant for employment, or any person or inmate served under this Agreement because of race, creed, color, sex, national origin,

sexual orientation, age, disability, genetic predisposition or carrier status, marital status or any other class of person protected against discrimination by state or federal statute.

## **Section 12. CONTRACTOR QUALIFIED, LICENSED, ETC.**

The CONTRACTOR represents and warrants to the COUNTY that it and its employees are duly and fully qualified under the laws of the State of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possess as of the date of its execution of this Agreement, and it will maintain throughout the term thereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

## **Section 13. CONFIDENTIAL INFORMATION**

“Confidential Information” means any and all non-public, medical, financial and personal information in whatever form (written, oral, visual or electronic) possessed or obtained by either party. Confidential Information shall include all information which (i) either party has labeled in writing as confidential, (ii) is identified at the time of disclosure as confidential, (iii) is commonly regarded as confidential in the health care industry, or (iv) is Protected Health Information as defined by HIPAA.

CONTRACTOR agrees to comply with all applicable laws and regulations, including HIPAA and the HITECH Act, to the extent applicable, in meeting their obligations under this Agreement.

CONTRACTOR agrees to maintain the confidentiality of any Confidential Information, including Protected Health Information and to implement all necessary and appropriate safeguards to prevent any unlawful use or disclosure of any Confidential Information.

CONTRACTOR agrees to report to the COUNTY any use or disclosure of Confidential Information in violation of this Agreement, HIPAA or any other federal, state or local law or regulation.

The obligations of confidentiality under this Agreement will continue indefinitely from the effective date of this Agreement.

## **Section 14. FEDERAL, STATE AND LOCAL LAW AND REGULATIONS COMPLIANCE**

Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any and all services provided pursuant to this Agreement comply with all pertinent provisions of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section

504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA), HIPAA and HITECH.

### **Section 15. LAW**

This Agreement shall be governed by and under the law of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Tioga, New York.

### **Section 16. NO WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the COUNTY, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the COUNTY from enforcing each and every term of this Agreement thereafter.

### **Section 17. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

### **Section 18. STANDARD CLAUSES**

The provisions of Standard Clauses for Tioga County Contracts, attached hereto, are hereby incorporated into this Agreement, and made a part hereof. The laws of the State of New York will govern this Agreement, without regard for New York's choice of law statute. This Agreement contains the entire understanding of the parties with respect to the matters contained herein. In the event of any conflict between the terms and conditions set forth in this Agreement, the following order of precedence shall apply: (1) Appendix H; (2) this Agreement.

### **Section 19. ENTIRE AGREEMENT**

This Agreement constitutes the entire Agreement between the County and the Contractor and supersedes any and all prior Agreements between the parties hereto for the services herein to be provided.

**APPENDIX B  
MINIMUM STAFFING MATRIX**

POSITION	Mon	Tue	Wed	Thu	Fri	Sat	Sun	Hrs/Wk
Medical Director					*4			4
Registered Nurse (7am-3pm)	8	8	8	8	8	8	8	56
Registered Nurse (3pm-11pm)	8	8	8	8	8	8	8	56
Physician Asst/Nurse Pract (PA/NP)		*2		*2				4
Psychiatrist					*4			4
Social Worker (MSW)	8	8	8	8	8			40

\*Services may be provided on an alternative day of the week

## APPENDIX C

**COST PROPOSAL PRICING TABLE** Respondents must complete this detailed Cost Proposal Pricing Table and attach to their proposal. If an alternate staffing proposal is made, respondent will detail positions and costs.

POSITION	Year 1	Year 2
<b>Salaries: (Total)</b>		
Medical Director		
Registered Nurse (7am-3 pm)		
Registered Nurse (3pm-11 pm)		
PA/NP		
Psychiatrist		
Social Worker (MSW)		
Corporate/Support Staff		
<b>Pharmaceutical Services (Medical)</b>		
<b>Pharmaceutical Services (Mental Health)</b>		
<b>Laboratory Services</b>		
<b>X-Ray Services</b>		
<b>Office Supplies and Medical Records</b>		
<b>Medical Supplies</b>		
<b>Dental Supplies</b>		
<b>Waste Management</b>		
<b>Equipment</b>		
<b>Malpractice Insurance</b>		
<b>Employee Benefits</b>		
<b>Profit and Overhead</b>		
<b>Accreditation Fees</b>		
<b>Orientation/Staff Training</b>		
<b>Recruitment Costs</b>		
<b>Contract Monitor Costs</b>		
<b>Miscellaneous</b>		
<b>TOTAL ANNUAL COST</b>		

**APPENDIX D**  
**CERTIFICATION REGARDING**  
**DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Contractor and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State, Local) terminate for cause or default.

Date: \_\_\_\_\_

\_\_\_\_\_  
[Print Name of Contractor]

By: \_\_\_\_\_

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

## APPENDIX E

### CONTRACTOR'S QUESTIONNAIRE TIOGA COUNTY, NEW YORK

Respondents must complete this detailed Questionnaire and attach it to their proposal.

The information requested in this questionnaire is to assist the County in evaluating the qualifications of contractors and shall be submitted by all Respondents.

Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law \_\_\_ Yes \_\_\_ No

If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

Project: \_\_\_\_\_

1. Contractor: \_\_\_\_\_  
DBA Name, if any: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

2. Type of Company: \_\_\_ corporation incorporated in:  
\_\_\_ partnership  
\_\_\_ individual proprietor  
\_\_\_ joint venture consisting of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. List names and titles of officers, partners or proprietors.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. How long has the company been in business? \_\_\_\_\_

5. List any former names of the company.

---

Identify any affiliates of your company. For purposes by this question, your company and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

<u>Federal ID No.</u>	<u>Company Name</u>	<u>Address</u>
_____	_____	_____
_____	_____	_____

6. Has the company, any affiliate or any predecessor or any member of the company ever been included on any federal, state or municipal ineligible or debarred list? \_\_\_\_\_ Yes \_\_\_\_\_No?
7. Has the company, any affiliate or any predecessor, been defaulted, or failed to complete a contract in the last five years? \_\_\_\_\_ Yes \_\_\_\_\_ No?
8. Please attach a list of current contracts.
9. Within the past five (5) years has the company, any affiliate, any predecessor company or entity, or any person identified in question number 3 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each company's "Yes" answer; attach additional pages if necessary).
  - a. A judgment of conviction for any business-related conduct constituting a crime under state or federal law? \_\_\_\_\_ No \_\_\_\_\_Yes
  - b. A criminal investigation or indictment for any business-related conduct constituting a crime under state or federal law? \_\_\_\_\_ No \_\_\_\_\_Yes
  - c. A grant of immunity for any business-related conduct constituting a crime under state or federal law? \_\_\_\_\_ No \_\_\_\_\_Yes
  - d. Any administrative proceeding, civil action or claim? \_\_\_\_\_ No \_\_\_\_\_Yes
  - e. The subject of a lawsuit? \_\_\_\_\_ No \_\_\_\_\_Yes
  - f. Issued a citation by a state or federal entity? \_\_\_\_\_ No \_\_\_\_\_Yes
  - g. The subject of any penalty or fine(s) due to a lack of compliance with the terms of a contract? \_\_\_\_\_ No \_\_\_\_\_Yes
  - h. A rejection of any bid or solicitation response for lack of qualifications or responsibility or because of the submission of an informal, no-responsive or incomplete bid or response? \_\_\_\_\_ No \_\_\_\_\_Yes
  - i. A voluntary exclusion from a contracting agreement? \_\_\_\_\_ No \_\_\_\_\_Yes
  - j. Any other federal or state citations, notices, violation orders, pending administration hearings or proceedings or determination of a violation of any labor law or regulation? \_\_\_\_\_ No \_\_\_\_\_Yes

- k. Any criminal investigation, felony indictment or conviction concerning formation of or any business association? \_\_\_\_\_ No    \_\_\_\_\_ Yes
- l. Any bankruptcy proceeding? \_\_\_\_\_ No    \_\_\_\_\_ Yes
- m. Any suspension or revocation of any business or professional license?  
\_\_\_\_\_ No    \_\_\_\_\_ Yes
- n. Any citations, notices, violation orders, pending administrative hearings or proceedings or determination for violation of federal, state or local health laws, rules or regulations? \_\_\_\_\_ No    \_\_\_\_\_ Yes

I hereby certify the above and attached information to be true, complete and not misleading. False or misleading statements may result in revocation of the award or contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

\_\_\_\_\_  
Notary Public





# **Appendix H**

## **STANDARD CLAUSES FOR TIOGA COUNTY CONTRACTS**

**PLEASE RETAIN THIS DOCUMENT FOR FUTURE REFERENCE.**

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**STANDARD CLAUSES FOR TIOGA COUNTY**

**CONTRACTS**

The parties to the attached contract, license, lease, amendment, renewal or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the County of Tioga ("the County"), whether a contractor, vendor, licensor, licensee, lessor, lessee or any other party):

- 1. RELATIONSHIP OF PARTIES.** Contractor shall have the status of an independent contractor, and in accordance with such status, agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim that any of its officers or employees are officers or employees of the County by reason of this Agreement. Contractor further agrees that it will not make against the County any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
  
- 2. EXECUTORY CLAUSE. (A) All Contracts.** In accordance with § 362 of the County Law, the County shall have no liability under this contract to Contractor or to anyone else beyond funds appropriated and available for this contract. **(B) Certain Installment Purchase Contracts.** Further, in the case of an installment purchase contract, pursuant to General Municipal Law § 109-b, any such installment purchase contract is not a general obligation of the County. Neither the full faith and credit nor the taxing power of the County of Tioga are pledged to the payment of any amount due or to become due under such installment purchase contract. It is understood that neither this contract nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the contract. Further, no liability on account thereof shall be incurred by the state of New York municipal bond bank agency beyond the amount of such monies. It is understood that neither this contract nor any representation by any employee or officer of such agency creates any legal or moral obligation to appropriate or make state monies available for the purpose of the contract.
  
- 3. EXTENSIONS, RENEWALS, MODIFICATIONS.** Extensions or renewals to the Agreement or any modification including new products, terms, or price changes to the Agreement shall be submitted by the Contractor to the County for approval by the County Legislature of the County in order to be effective. No provision of a contract which states that the term of the contract shall be deemed renewed for a specified

additional period shall be effective against the County, absent a subsequent resolution of the County legislature, specifically authorizing such renewal.

- 4. NON-ASSIGNMENT CLAUSE.** In accordance with § 109 of the General Municipal Law, this contract may not be assigned by Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the County's previous written consent, and attempts to do so without such consent are null and void.
  
- 5. INSURANCE AND INDEMNIFICATION, HOLD HARMLESS.**

**(A) Insurance.** (i) (a) Contractor covenants and agrees to maintain in full force and effect during the term of this Agreement, and any subsequent term, comprehensive insurance in form, term and content satisfactory to the annexed standards of the County, which are incorporated herein (*Appendix B: General Contract and Insurance Specifications*) and, to prove as evidence of such compliance, insurance certificate(s) which shall be annexed to and made part of this Agreement and shall name the County of Tioga Attention: Law Department, as Additional Insured and certificate holder (not simply "certificate holder") (except Worker's Compensation/Disability Benefits) in connection with the work being performed. (b) Said certificate(s) shall be annexed hereto prior to or at the time of execution of this Agreement by the County. (c) Contractor acknowledges that failure to obtain or maintain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The County shall, if it deems it necessary, have the right to ask for additional certification at different points throughout the life of the contract.

**(B) Indemnification, Hold Harmless.** The Contractor agrees to indemnify and hold the County of Tioga and any officer, employee and/or agent thereof free and harmless from any and all loss(es), penalty(ies), damages, settlement(s), cost(s), charge(s), professional fee(s) or other expense(s) or liability(ies) of every kind arising from or relating to any and all claim(s), lien(s), demand(s), obligation(s), action(s), proceedings or causes of action of any kind caused by the negligent error(s) and/or omission(s) and/or act(s) of the Contractor (including Contractor's employees, agents and/or subcontractors) in the performance of this agreement. Without limiting the generality of the preceding paragraphs, the following shall be included in the indemnity hereunder: any and all such claims, etc., relating to personal injury, death, damage to property, or any actual or alleged violation of any applicable statute (including specifically but not limited to New York State Labor Law §§ 200; 202; 240 & 241), ordinance, administrative order, executive order, rule or regulation, or decree of any court of competent jurisdiction in connection with, or arising directly or indirectly from, errors and/or negligent acts by the Contractor, as aforesaid.

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

**6. WORKERS' COMPENSATION BENEFITS.** This contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law (WCL). Contractor understands and agrees that pursuant to WCL § 57 (workers' compensation requirements), Contractor must provide one of the following forms to the government entity issuing the permit or entering into a contract: (A) Form CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage; (B) Form C-105.2, Certificate of Workers' Compensation Insurance; or (C) Form SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Worker's Compensation Group Self-Insurance. Pursuant to WCL § 220(8) (disability benefits requirements), Contractor must provide one of the following forms to the entity issuing the permit or entering into a contract: (A) CE-200, Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (see above); (B) DB-120.1, Certificate of Disability Benefits Insurance; or (C) DB-155, Certificate of Disability Benefits Self-Insurance. (In the case of NYS Agencies acceptable proof consists of a letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation). Contractor acknowledges and agrees that, pursuant to the New York State Workers' Compensation Board, ACORD forms are not acceptable proof of such coverage.

**7. NON-DISCRIMINATION REQUIREMENTS.** To the extent required by Art. 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability, predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with § 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b)

discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in § 230 of the Labor Law, then, in accordance with § 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of § 220-e or § 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

**8. WAGE AND HOURS PROVISIONS FOR CERTAIN CONTRACTS.** If this is a public work contract covered by Art. 8 of the Labor Law or a building service contract covered by Art. 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Art. 8 of the Labor Law, Contractor understands and agrees that the filing of payrolls in a manner consistent with Subd. 3-a of § 220 of the Labor Law shall be a condition precedent to payment by the County of any State approved sums due and owing for work done upon the project. It is the sole responsibility of Contractor to determine if Contractor is subject to this contract provision and to ensure compliance with same.

**9. SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any moneys due to Contractor under this contract up to any amounts due and owing to the County with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the County for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The County shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the County agency, its representatives, or the County Treasurer.

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**10. RECORDS.** Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The County Legislature, County Treasurer and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The County shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under § 87 of the Public Officers Law (the "Statute") provided that: (i) Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY**

**NOTIFICATION.**

(A) Pursuant to Tax Law § 5, Contractor understands and agrees that, notwithstanding any other provision of law, the County shall, at the time the County contracts to purchase or purchases goods or services or leases real or personal property from any person, require that each such person provide to the County such person's federal social security account number or federal employer identification number, or both such numbers when such person has both such numbers, or, where such person does not have such number or numbers, the reason or reasons why such person does not have such number or numbers. Such numbers or reasons shall be obtained by the County as part of the administration of the taxes administered by the New York State Tax Commissioner for establishing the identification of persons affected by such taxes. (B) Contractor further understands and agrees that, notwithstanding any other provision of law, the County shall, upon request of the commissioner, furnish to the commissioner the following information with respect to each person covered by this section: (1) business name or the name under which the applicant for a license or licensee will be licensed or is licensed; (2) business address or whatever type of address the County requires the applicant for a license or the licensee to furnish to it; and (3) federal social security account number or federal employer identification number, or both such numbers where such person has both such numbers, or the reason or reasons, furnished by such person, why such person does not have such number or numbers. Notwithstanding

Art. 6 of the Public Officers Law or any other provision of law, the report to be furnished by the County to the commissioner pursuant to this section shall not be open to the public for inspection. (C) For the purposes of this section, "Person" shall mean an individual, partnership, limited liability company, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee, or any other person acting in a fiduciary or representative capacity, whether appointed by a court or otherwise, or any combination of the foregoing. However, such term shall not include any public corporation, corporation formed other than for profit or unincorporated not-for-profit entity, except such term shall include an education corporation of the type dealt with in § 221 of the Education Law, an education corporation subject to Art. 101 of the Education Law and a cooperative corporation.

**12. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS.**

Contractor certifies and warrants that any and all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of § 165 of the State Finance Law (Use of Tropical Hardwoods), which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subd. (including the County) or public benefit corporation. In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Except as might be specifically authorized by State Finance Law § 165, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or wood product in performance of the contract shall be deemed non-responsive.

**13. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT.**

In the event Contractor conducts business in New York state, and owns or licenses computerized data which includes private information, Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa) as applicable.

**14. NON-COLLUSIVE BIDDING CERTIFICATION FOR CERTAIN CONTRACTS.**

In accordance with General Municipal Law § 103-d(1), if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty 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

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penalty of perjury, that to the best of knowledge and belief: (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and (3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

**15. IRAN DIVESTMENT ACT REQUIREMENTS FOR CERTAIN CONTRACTS.** In accordance with General Municipal Law § 103-g, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury: 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 paragraph (b) of Subd. 3 of § 165-a of the State Finance Law.

**16. HIPAA REQUIREMENTS FOR CERTAIN CONTRACTS.** In the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement, a "Business Associate Agreement" ("*Business Associate Agreement*"), shall be attached to and incorporated by reference in the contract, in a form and content approved by the County and shall apply in the event that Protected Health Information is used or disclosed in connection with or in the course of the performance of the Agreement by the party signing this Agreement as Business Associate, and pursuant to which Business Associate may be considered a "business associate" of the County as such term is defined in the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") including all pertinent regulations issued by the U.S. Department of Health and Human Services, as amended.

**17. PROMPT AUDITING OF VOUCHERS AND LATE PAYMENT PROVISIONS.** Consistent with accepted business practices and with sound principles of fiscal management, the County shall audit vouchers and make payments expeditiously and subject to proper and reasonable financial oversight activities designed to ensure that the County receives the quality of goods and services to which it is entitled and to ensure that public funds are spent in a prudent and responsible manner. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by General Municipal Law § 3-a and General Municipal Law Art. 5-a, to the extent required by law.

**18. CONFLICTING TERMS.** In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

**19. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise. Pursuant to Civil Practice Law and Rules 504(1), the place of trial of all actions related to this contract by or against the County or any of its officers, boards or departments shall be in such county.

**20. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily directed), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**21. GIVING OF NOTICES.** Any notice, request, or other communication required to be given pursuant to the provisions of this agreement shall be in writing and shall be deemed to have been given when delivered in person or five days after being deposited in the United States mail, certified or registered, postage prepaid, return receipt requested, and addressed to the address listed on the face sheet of this contract. The address of either party to this agreement may be changed by notice in writing to the other party served in accordance with this provision.

**22. COUNTY ATTORNEY'S APPROVAL.** Contractor understands and agrees that the Tioga County Attorney's office may approve and make or require modifications, other than price and dates, prior to execution by the County to ensure compliance with applicable federal, state and local laws and with all provisions of the county's contract policy manual and insurance standards.

**23. DESCRIPTIVE HEADINGS FOR CONVENIENCE ONLY.** Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of this Contract.

**24. ACCURACY OF CONTRACTOR REPRESENTATIONS.** Contractor understands, acknowledges and agrees that this Contract will be relied upon by, and filed with, registered or recorded in or otherwise become a part of the records of, the County of Tioga. Contractor affirms, under penalty of perjury, to the best of his/her/its knowledge, information and belief, that the representations, agreements and promises made by Contractor in this Contract, and all attachments thereto, including any and all exhibits or appendices, is true, complete and accurate.

**25. SEXUAL HARASSMENT POLICY VENDOR ACKNOWLEDGEMENT**

1. Vendor represents and warrants that:
  - a) It has received and understands Tioga County's Sexual Harassment Prevention Policy ("Policy"), which is also available on the Tioga County website at <https://www.tiogacountyny.com>
  - b) It has provided each employee who provides a service to Tioga County with a copy of the Policy;
  - c) All Vendor employees have received training on the Policy, including how to file a complaint of sexual harassment against Tioga County under the Policy;
  - d) A Vendor employee who has not received a copy of the Policy and/or received training on the Policy shall not be assigned to work at a Tioga County facility or with Tioga County employees; and
  - e) Vendor shall not retaliate against a Vendor employee who exercises a right protected under the Policy or law. Upon request, Vendor shall provide Tioga County with a Vendor employee's written acknowledgement of the Policy and training received.
2. To the fullest extent provided by law, and without prejudice to any rights Tioga County may have against Vendor, Vendor shall fully cooperate with Tioga County's investigation into any claim(s) of sexual harassment by a Vendor employee against Tioga County and shall further indemnify and hold Tioga County harmless from any (a) breach of this provision, to include the representations and warranties made in paragraph 1 above; and b) the cost and expense of any investigation undertaken by Tioga County which pertains to or arises from the filing of a Vendor employee's claim against Tioga County under this policy.

**26. CLAUSES FOR NYSDOT FUNDED CONTRACTS**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on

the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Recipient Federal Highway Administration and Federal Transportation Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or Federal Highway Administration and Federal Transportation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration and Federal Transportation Administration may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration and Federal Transportation Administration may direct as a means of

enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**27. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**28. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the

Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**29. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(d) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment

(e) opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts

**30. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the 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 Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

# Appendix I

## NON-COLLUSION STATEMENT

### GENERAL MUNICIPAL LAW SECTION 103-d

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

1. The prices in this proposal have been arrived at independently without collusion, consultation, communications oral agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Vendor or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Vendor and will not knowingly be disclosed by the Vendor prior to opening, directly or indirectly, to any other Vendor or to any competitor; and
3. No attempt has been made or will be made by the Vendor to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

FIRM: \_\_\_\_\_ BY: \_\_\_\_\_

PRINTED NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_