

ONEIDA COUNTY SHERIFF'S OFFICE



REQUEST FOR PROPOSALS #2022-319

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CORRECTIONAL FACILITY MEDICAL SERVICES

SECTION 1 – REQUEST FOR PROPOSAL

1.1 PURPOSE

Oneida County (the “County”) is soliciting proposals for COMPREHENSIVE MEDICAL HEALTH SERVICES (referred to herein as the “Company”) FOR INMATES OF THE ONEIDA COUNTY CORRECTIONAL FACILITY, a division of the OFFICE OF THE SHERIFF, ORISKANY, NEW YORK. Prospective Companies must offer a proposal that will meet the scope of services, qualifications and general description of work activities identified in Section 2 of the Request for Proposals (“RFP”)

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

1.2 RFP COORDINATOR: ISSUING OFFICER

This RFP is issued for the Oneida County Sheriff’s Office. The RFP Coordinator, identified below, is the sole point of contact regarding this RFP, from the date of issuance, until the selection of the successful Company.

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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 Company to supply the medical services described in Section 2. However, this intent does not commit the County to award a contract to any responding Company, or to pay any costs incurred in the preparation of the proposal in response to this request. The County maintains 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, and (b) award one or more contracts to one or more qualified Companies if necessary to achieve the objectives of this RFP and if it is in the best interest of the County.

1.4 TIME LINE

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

This RFP will be distributed on July 12, 2022.

All requests for RFP clarification must be submitted in writing to the RFP Coordinator at the email address provided in Section 1 and received no later than 3:00 pm EST on July 26, 2022.

A mandatory walk through of the Correctional Facility for all prospective Companies is on July 20, 2022 at 10:00 a.m. Companies must contact Chief Lisa M. Zurek by July 14, 2022 in order to be put on the list for clearance.

All questions will be answered and documented in writing as an Addendum to the RFP. These will be sent out to all Companies who received the original RFP by August 3, 2022.

Final RFP submissions must be received by 3:00 pm EST on August 9, 2022 at the address shown in Section 3.1. The right to withdraw will expire on this date.

1.5 AN OVERVIEW OF THE ORGANIZATION

The Oneida County Sheriff's Office located in Oriskany, New York is comprised of three divisions: Corrections, Civil, and Road Patrol. The Sheriff is an elected position with a four year term. The Undersheriff of Oneida County is appointed by the Sheriff, along with three Chief Deputies.

The Oneida County Correctional Facility, formerly known as the Oneida County Jail, has existed in Oneida County for over 200 years. Over the decades, the care, custody, and control of inmates in the Correctional Facility, and the facility itself, have undergone drastic change. The present Correctional Facility was renovated and enlarged during the years 1996-1998, at a cost of 30 million dollars. The capacity of the present jail is 634 prisoners. Regardless of an inmate's status, the Oneida County Correction Officers must provide security, supervision, safety and care. State, federal, and local governments set guidelines and regulations for management and treatment of inmates. Laws and regulations govern the admission and discharge of prisoners, proper classification and records, medical and food services, security and supervision, visitation, transportation, programs, facility maintenance, staff training, alternatives to incarceration and the inmate's transfer or release into the community.

The governing state agency for the Oneida County Correctional Facility is the **New York State Commission of Correction (NYSCOC)**. The NYSCOC has set forth minimal standards that all county correctional facilities and jails must adhere to.

SECTION 2 – DETAILED SCOPE OF WORK

2.1 DETAILED SCOPE OF WORK

The Company is to establish a program for the provision of comprehensive health care services for the inmates of the Oneida County Correctional Facility. The program must meet the constitutional and community standards of health care and, at a minimum, meet the Standards of the National Commission of Correctional Health Care, New York State Commission of

Corrections Standards for Local Correctional Facilities, the New York State Department of Health and all memorandums issued by the Chairman for the Commissioner of New York State Commission of Corrections regarding the provision of health services in local correctional facilities. Stated below are anticipated features of the program. Said inclusion is not meant to indicate any limitations of the program, but is intended to provide a description of some of the more salient components of the program.

The Company is responsible for making a visual inspection of all medical facility areas during the mandatory pre-proposal tour.

The Company shall maintain accreditation by NCCHC for the Oneida County Correctional Facility. The Company will be responsible for the payment of all accreditation fees. The Company must describe its proposal, their plan and methods for maintaining accreditation.

A. Medical Services

1. Receiving Screening – The Oneida County Sheriff’s Office (“OCSO”) houses both sentenced and unsentenced inmates and is responsible for their care while in the facility. This includes pre-arraigned inmates. Company Medical Staff is required to evaluate illness or injuries prior to booking and initiate treatment for any life threatening illness or injury. Injured individuals must be transported by the local police and must be treated and cleared medically at a local hospital prior to booking.

The Admissions Area has a designated medical area with an interview area. Admission Officers complete an initial intake profile for both sentenced and unsentenced inmates, as well as pre-arraigned inmates. Admissions Officers also conduct an Initial Medical Screening, noting both normal and abnormal findings on inmates’ respective Initial Medical Screening Forms. Medical Staff then completes a medical assessment prior to the inmate leaving the Admissions Area. This assessment includes TB testing. Medical Staff are required to be available and present, and review any existing medical records during the course of the admission screening.

The findings of the preliminary screening and evaluation are recorded on a form approved by the County and entered into the inmates’ medical record. Appropriate disposition based upon the findings of the receiving screening shall occur and be documented. Nursing staff shall be expected to review the findings of the receiving screening on a daily basis. Verification of medical and mental health medication shall occur as part of the inmate intake process. If there is an existing medical record, it will be brought to the intake area, and reviewed as part of the intake process. Registered nurses are to be assigned to the Admission Area 24 hours per day, 7 days per week.

An explanation of procedures for accessing medical, mental health, or dental services shall be provided to inmates orally and in writing upon their arrival to the facility

2. Detoxification - The Company shall be responsible for the detoxification of inmates withdrawing from drugs or alcohol. The Nurse Practitioner shall see inmates undergoing such detoxification daily, and be expected to review and record on a flow chart inmate vital signs, state of consciousness, speech patterns, evidence of nausea, vomiting, anxiety, weakness, restlessness, sweating, shakiness, and muscle twitching.

Physicians shall be notified of the need for detoxification orders. Standard treatment protocols for detoxification are prohibited according to the National Commission on Correctional Health Care (NCCHC) and NYSCOC. All inmates must be assessed individually. The Company shall immediately notify a Physician or midlevel provider of inmates requiring detoxification. Methadone maintenance may be utilized for detoxification purposes.

3. *Reception, Evaluation, and Classification (REC)* – After the inmate has gone through the Intake Screening Process, and has been sent to the Medical Staff for review, the inmate is normally housed in an Orientation Unit. Inmates will remain in Orientation Units pending medical screening by a Physician or Nurse Practitioner, TB testing, detoxification, and mental health evaluation. When the Orientation Process is complete, inmates are transferred to other appropriate housing.

4. *Health Appraisals* – A Nurse Practitioner or Physician shall complete a physical for each new inmate within 14 days of the date of admission to the facility. The OCSO will assess a \$100 per inmate penalty, monthly for each physical not completed within this 14 day period. The penalty will be deducted from the monthly base cost of the contract each month based on an audit conducted and/or authorized by the Oneida County Sheriff and/or his designee.

Health Appraisals Will Include the Following -

- Review of the Initial Medical Screening;
- Complete history and physical examination;
- Recording of vital signs, height, and weight;
- Dental Screening;
- Vision and hearing screening;
- Laboratory test including VDRL, and other diagnostic tests as clinically indicated and ordered by the Physician;
- Review of results of the health appraisal by a Physician;
- Initiation of therapeutic treatment when appropriate;
- Documented evidence of a health examination within three months prior to this incarceration shall be sufficient to satisfy this requirement. If the health assessments are completed by a Nurse Practitioner, it is to be reviewed, initialed and dated by a Physician.

The Company shall conduct annual complete physicals on all inmates that have been incarcerated for over one year on an annual basis. A protocol defining the extent of the health assessment shall be provided by the Company. At a minimum, an annual PPD test shall be performed on all inmates whose stay exceeds 365 days.

5. *Sick Call* –

- The Company shall conduct sick call according to the NCCHC standards for jail facilities and the standards set forth by the NYSCOC. Sick call clinics shall be conducted by an RN, Nurse Practitioner or Physician. All inmates are to be seen within 48 hours (72 hours for weekends/holidays) of their submission of a Sick Call Request. Referrals to Physician or Nurse Practitioner shall occur within 7 days of the inmate's initial Sick Call Request.
- Referrals to the Physician shall be scheduled according to clinical priority.
- Inmates submit Sick Call Requests to the Medical Staff by way of secure box and/or confidential kiosk located in each housing unit, which must be collected daily.

- Currently under New York State regulation, fees for medical services are not permitted. Should state or county statute change to permit such fees, and the OCSO decides to put such fees in place, all revenue derived from such fees shall be retained by OCSO.
- Companies must be cognizant that according to NYSCOC Chairman’s Memorandum No. 402001 issued January 17, 2001, the practice of licensed practical nursing (LPN) is strictly limited to function as a member of the health care team always under the direction of a Physician, Nurse Practitioner or registered nurse. LPN’s may obtain patient histories, administer medications, and perform treatments. Standing orders and nursing protocols that are not specific to an individual patient are prohibited. LPN’s should not be scheduled to perform sick call.

6. *Medical Segregation Cells/Infirmary Unit* – Nursing staff shall conduct sick call at minimum of three times weekly in the Medical Segregation Cells and Infirmary Unit and appropriate follow-up care to be provided on a day to day basis.

7. *Chronic Care Patients* – The Company shall develop and implement a program for chronic care inmates (medical conditions such as diabetes, asthma, epilepsy, hypertension and cardiac disease as well as mental health conditions and infectious disease conditions). The chronic care provided shall include the development of an individual treatment plan. Chronic care patients shall be provided a review by a Physician at least every three months.

8. *HIV Testing and Care* – HIV testing shall be performed at the request of the inmate. The successful Company shall be aware that according to New York State Law, the following written statement must accompany any disclosure of the confidential HIV related information: “***The information has been disclosed to you from confidential records which are protected by State Law. State law prohibits you from making any 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.

9. *Inmate Pregnancy* – The Company shall develop provisions for the care of pregnant inmates.

- *Prenatal Care* shall include but not be limited to routine urine testing for proteins and ketoses, vital signs and weight, assessment of fundal height and heart tone, dietary supplement, observation for signs of toxemia.
- *Abortions*: The Company is responsible for arranging abortions.
 - Pursuant to NYSCOC Chairman’s Memorandum 04 – 2008 and Correction Law 500-d, the County shall bear the cost for all abortions performed.

B. Hospital Care –

1. Medical Transportation of Inmates –

- The Company shall obtain routine outpatient/ inpatient services from area hospitals to meet the health care requirements of the inmate. When outside hospitalization is required, the Company shall coordinate with the security supervisor to arrange for transportation and Correction Officer(s) escort.
- St. Elizabeth’s Medical Center, Faxton-St. Luke’s Hospital, Wynn Hospital, Rome Memorial Hospitals in Oneida County, New York, and SUNY Health & Science Center in Syracuse, NY currently provide emergency room, hospital services, and specialty services. Companies are encouraged to negotiate their own rate structure with these

hospitals. There are no secure units at any of the aforementioned hospitals. The County shall provide a Correction Officer(s) for off-site supervision and transportation of inmates for medical services.

- If an inmate has personal health care insurance, the Company shall make an attempt to have that insurance carrier pay for all services possible. Any and all benefit payments shall be forwarded directly to the Oneida County Sheriff's Office. The Company will provide detailed billing summaries of all inpatient and outpatient services.
- The Company should include in its proposal a plan to control and minimize transportation of inmates outside of the facility.

C. Emergency / Specialty Care –

The Company shall provide emergency medical services on-site 24 hours per day 7 days per week. Arrangements must be made for required emergency services beyond on-site capabilities. The Company shall be responsible for all emergency transportation including ambulance services and the cost of these services. The Company shall be responsible for providing emergency treatment to visitors, staff, employees, or subcontractors of the County who require emergency medical care. Treatment shall consist of stabilization and referral to a personal physician or local hospital.

1. Specialty Care and Referrals – Company shall make referral arrangements with specialists for the treatment of those inmates with health care problems that cannot be adequately managed in-house. All outside referrals shall be coordinated with OCSO Shift Supervisors for security arrangements. Priority should always be given to providing on-site specialty care whenever available.

2. On-site Specialty Clinic Operations - Whenever feasible, the Company shall operate on-site specialty clinics at the Correctional Facility. The Company shall identify in their staffing plan specialty clinics to be conducted on-site as justified by the clinical workload and availability of specialists.

- The Company shall be responsible for all supplies used or ordered by the specialist, including recommended prosthetics, braces, special shoes, glasses, dentures, hearing aids, orthopedic devices, etc. The Company shall establish policies and procedures for the provision of prosthetics, regarding frequency and eligibility, etc.

3. Board Certification/Eligibility – All specialists shall be Board Certified or eligible in their respective specialty.

D. Dental Care –

The Company shall provide dental services on-site. The Company shall also furnish, at its own expense, all additional necessary equipment, supplies and personnel, as determined by the Company for the proper and safe operation of a dental clinic within the Correctional Facility. Services provided will include, but may not be limited to:

- Dental screening within fourteen (14) days of admission to the facility, as part of the physical exam.
- Dental treatment which includes x-rays, fillings and extractions,
- Treatment for the prevention of dental disease and basic oral hygiene education,
- Referral to a dental specialist if needed,

- Provision for emergency care,
- Provision for all dental prosthetics and lab service required for oral health and not considered cosmetic, and
- Provision of maxillofacial surgery services when indicated.
- Control and prevention of pain, infection, decay or abnormality of the hard or soft tissue within, and immediately adjacent to the oral cavity.

In any instance in which a dental procedure that the Company has contracted to provide onsite is referred to an offsite provider, the Company shall bear the cost of such offsite treatment.

E. Pharmacy Services –

1. Medications -

- The Company shall obtain medications from a local pharmacy, subject to review and approval by the OCSO. The Company shall provide pharmaceutical services for prescription and non-prescription medications and all intravenous solutions orders by the Company's Physicians, mid-level practitioners and dentists.
- The Company shall make provisions for on-site delivery seven (7) days per week, on-site STAT dose capability for emergencies, and an emergency drug kit. The Company shall provide, furnish, and supply pharmaceuticals including psychotropic medications to the Correctional Facility using a "unit dose method of packaging."
- Prescriptions are provided in "unit dose packaging." There is a "keep on person" policy within the Correctional Facility for inhalers and various "maintenance" medications and antibiotics. RN's and/or LPN's will be responsible for administering all medications.
- The Company shall maintain a starter dose of medications, which if not readily available could compromise the inmates' health status. The Company should be aware that according to New York State Statute (7.0101.2) only five (5) medications are allowed in stock for starter dose supplies. Thus, if a contractual pharmacy is utilized, delivery shall be available seven (7) days per week with a local pharmacy that delivers back-up services 24 hours a day.
- The Company shall provide oversight of the pharmacy operation with a minimum of quarterly pharmacy audits, consisting of Company visits and written reviews by a registered independent pharmacist with whom the Company contracts with.
- The Company shall develop a formulary, and conduct quarterly pharmacy and therapeutic committee meetings. The Company will accommodate Sheriff's Correctional Facility Administrative Staff participation and provide monthly reports.
- The Company shall include a medication administration record in their proposal.
- Inmates that are discharged shall be provided with a three (3) day supply and/or written prescription for continuation of medications.
- In every instance in which a generic version of a prescribed medication is available, the Company shall order that the prescription be filled generically.
- Over-the counter (OTC) medications shall be employed wherever the clinical outcome of treatment is reasonably anticipated to be equivalent to treatment with a prescription medication.
- The Company shall provide OTC medications only to inmates who are indigent or who do not otherwise have access to an appropriate OTC medication through the inmate commissary.

2. *Psychotropic Medication Administration* – The Company will be required to provide for the purchase, prescription, administration and management of psychotropic medications.

- The Company’s proposal should describe the proposed methods and procedures for the overall administration and management of psychoactive medications.
- The proposal shall include a proposed formulary for psychotropic medications and proposed clinical protocols for their use.
- The Company must describe a program of psychoactive medication utilization review and management.
- The Company must provide a description of proposed procedures to ensure that such inmates receive psychotropic medications in a timely manner, without unnecessary delay.
- The Company shall be required to provide medication education and information to inmates receiving psychotropic medications. The Company should provide a description of the proposed medication education program for inmates with mental health disorders.

F. Medical Records –

1. *Medical Records System* –

- The Company shall implement a computerized medical record system, and also utilize the format provided by the OCSO that is integrated with the current Jail Management System (Black Creek). The Company shall commence this utilization immediately upon the start of any agreement resulting from this RFP. The Company shall be responsible for any and all fees and costs associated with implementing or maintaining any computerized medical record system in order to integrate with the existing Jail Management System.
 - Records shall ensure that accurate, comprehensible, up-to-date medical information is maintained for each inmate.
 - The Company shall ensure specific compliance with professional standards regarding confidentiality, informed consent, and access/disclosure.
 - Procedures shall be instituted for the receipt and filing of all outside consultations, emergency room visits and inpatient hospitalization.
- Parental consent is required for the treatment of minors (ages 16 – 18) under certain conditions per NYSCOC Chairman’s Memorandum 18-2001. Details should be provided by the Company on what forms or procedures will be utilized to obtain parental consent and the maintenance of proper records indicating this consent that will remain current while a minor inmate remains in the custody of the OCSO.
- A separate inpatient record is to be created upon an inmate’s admission to the hospital (or forensic inpatient unit). This inpatient record shall document the daily calls made by the Company to the hospital regarding the inmate’s progress. Upon discharge, the inpatient charting will be merged into the inmate’s regular in-house medical record.

2. *Retention and Transfer of Medical Information* –

- The medical records are the property of the OCSO and the County of Oneida. The records are to be maintained on site, for a period of five (5) years and retained in accordance with NYS Records Retention Schedule.
- Access to the records is governed by federal, state and local health authority and generally, will be limited to appropriate health staff in order to maintain confidentiality. Record systems must be in compliance with H.I.P.A.A. regulations.
- All requests for the transfer of inmate information received from other agencies and records transferred from the OCSO shall be screened by medical personnel for acute or chronic conditions, communicable diseases, mental status evaluation, and current

medications within one hour of the transfer. The Company shall develop a procedure for the efficient and timely transfer.

- Detailed summaries of medical and mental health care shall be sent to receiving prisons and other detention/correctional facilities.

G. Other Services –

The Company shall utilize on-site Company staff to provide ancillary services to their fullest extent and shall be responsible for the cost of all on-site and off-site laboratory, x-ray, and other diagnostic services as required.

1. Phlebotomy, Laboratory and X-ray Services – The Company shall be responsible for regular phlebotomy, x-ray, and EKG services. The Company shall be responsible to obtain all CLIA waivers and x-ray inspections of dental and x-ray equipment.

- *Laboratory* - A Physician or Nurse Practitioner shall review all laboratory results within 24 – 48 hrs 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 Physician on-call shall be notified immediately of all STAT reports and reports with abnormal results.
- *X-ray* - All routine x-rays shall be provided on-site at the facility by utilizing mobile x-ray services. X-rays shall be read by a Board Certified or eligible radiologist and taken by a registered technician. The Company shall ensure that the results are reported to the Correctional Facility Medical Unit within 24 hrs.

2. Therapeutic Diet Program – The Company shall monitor and make recommendations for inmates with regard to therapeutic diets. Trinity Food Services currently provides inmate food and will work with the Company to provide appropriate meals for therapeutic diets. The Company will work closely with the facility's cooks to ensure that allergies are medically indicated. A Physician or Nurse Practitioner shall order special diets.

3. Inmate Food Service Workers – The Company shall be required to medically clear inmates prior to working in the Food Service/Work Program for contagious illnesses and/or chronic medical condition. A TB test and/or x-ray as well as a Hepatitis A vaccine will be required.

4. N.C.C.H.C. Accreditation – The Company must describe its propose, plan and methods for achieving NCCHC accreditation with regard to medical care.

5. Substance Abuse Treatment Services – A separately funded and operated substance abuse treatment program is provided to inmates at the Oneida County Correctional Facility. The Company will not be responsible to provide substance abuse treatment programs; however, they must play an active role in the provision of these services by at a minimum, providing medical management of inmates requiring detoxification.

6. Therapeutic Restraints and Therapeutic Isolation – The Company shall devise a policy for the use of restraints for therapeutic reasons, which addresses the type of restraints used, when, where, how and how long. A Physician shall authorize the use of restraints.

7. Forensic Information – The Company 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 or welfare.
- Court ordered laboratory tests or radiology procedures without the inmate's consent.

8. *Health Education of Inmates* – The Company shall develop and describe an inmate health education program, which includes formal and informal sessions, pamphlets, videos, etc.

9. *Training of Correctional Staff* – The Company will be required to assist in the training of correction officers in the following areas: contagious diseases, universal precautions, and use of an automated defibrillator (AED). The training will be ongoing and be sufficient to train new staff and meet requirements of NCCHC accreditation. The company will not be required to train correction officers on the application of CPR.

10. *Vaccinations and Tests of Correctional Staff* – The Company will be required to administer vaccinations and/or TB tests to employees, as required by OSHA regulations.

H. Supplies and Equipment –

The Company is responsible for the cost of all supplies and equipment needed to provide health care.

- The Company is responsible for the repair and maintenance of all existing medical equipment and ensuring that they remain current and up to date.
- The Company is responsible for obtaining all certifications and inspections required on any medical equipment.
- The Company may install (subject to written authorization from the County) any new equipment it deems necessary. The Company shall consult with the County regarding the disposition of any County owned equipment. By mutual agreement, the Company may remove any equipment the Company has installed within 30 days of the expiration of the contract. If the contract is terminated for cause then the equipment shall remain in place until the medical unit is operational by another company or the County, but not to exceed ninety (90) days.
- File cabinets, desks, chairs, etc that are required beyond what is on site at the time of contract start up, shall be provided by the Company. All such items will remain the property of the Company at the termination of the contract.
- Medical Supplies – All remaining medical supplies within the facility at the start of the contract may be used or consumed by the Company without obligation or cost. The Company shall be responsible for procuring and stocking all expendable medical, laboratory and pharmaceutical supplies for the routine and specialty care of all inmates. All remaining expendable supplies shall be converted to the County inventory at the termination of the contract.
- Telephone Service – The Company shall be responsible for all telephone, fax lines and photocopying fees and/or machines relating to its ability to perform services under this agreement. The County will provide telephone service within the facilities for communication.
- Internet Service – The Company shall be responsible for all internet fees relating to its ability to perform services under this agreement.

- Office and Work Facilities – The County shall provide the Company with office space, examination rooms, and utilities.
- Cleaning and Housekeeping – The County shall provide cleaning supplies and general cleaning services.
- Medical Forms - Company will be responsible for any and all forms required for state medical transfers, or any required for transfer of information.

I. Infectious Waste Disposal –

The Company shall make provisions and be responsible for the cost and collection, storage, and removal of medical waste, bio-hazardous waste and sharp containers in accordance with State and Federal Regulations.

J. Disaster Plan –

The Company 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 Correctional Facility’s overall emergency plan. Review of the health aspects of the disaster plan shall be part of the initial orientation of new personnel and reviewed annually with all health care staff.

In addition to the Disaster Plan, the Company will be required to prepare and submit for approval to appropriate OCSO staff, a plan for response to Public Health Emergencies, including, but not limited to plans to respond to pandemics and/or epidemics. The Company’s response to communicable disease emergencies shall include, but not be limited to: provisions for masking (masks to be provided by the Company); isolation and/or quarantine of affected inmates; testing of inmates and OCSO staff, when available; and vaccines for inmates and OCSO staff, when available. The Company’s public health emergency response must conform to any New York State guidelines issued regarding the same.

K. Support Services –

In addition to providing medical services, the Company shall also be expected to provide professional management services to support the medical program including:

1. Policies and Procedures – The Company shall be responsible for the development, maintenance and annual review of administrative and operational policies and procedures. The OCSO reserves the right to approve policies and procedures of the Company. The policies and procedures shall be designed to meet NCCHC, ACA and New York Statutes. Policies should also be congruent with the NYSCOC requirements for local correctional facilities. The policies must be site specific. The policies shall be signed and reviewed annually by the facility Physician, Sheriff, and Undersheriff with additional review by the Contract Monitor, whom shall be a member of the OCSO and designated by the Sheriff as such monitor.

2. Quality Assurance – The Company must describe its plan for developing and implementing a quality assurance program for medical services and indicate its willingness to integrate quality assurance initiatives with those which may be instituted by the Correctional Facility Administration.

3. *Continuous Quality Improvement Committee* – The Company shall institute a multi-discipline, continuous quality improvement (CQI) committee that shall monitor the health services. Discussions should include committee membership (including, but not limited to the contractors, Medical Staff, Correctional Facility staff, Oneida County Health Department and local medical companies), frequency of meetings, and thresholds for evaluation, collection of data, corrective action plan and communication of results. CQI should meet, at a minimum quarterly.

4. *Administrative Meetings and Reports* – The Company shall coordinate weekly Medical Administrative Meetings to discuss health care services.

5. *Staff Meetings* – The Company shall conduct monthly staff meetings and maintain minutes of such meetings. Staff meetings shall include and be attended by assigned facility staff.

6. *External Reviews* – The Company shall prepare and participate in external reviews, inspections and audits as requested. The Company shall develop and implement plans to correct identified deficiencies.

7. *Statistical Data* – The Company shall describe its management information system in its proposal. The Company shall be required to keep statistical data which shall include utilization of service statistics and other areas that the Company and County agree would be useful to evaluate the health care program and anticipate future needs. The Company shall prepare statistical reports on a monthly basis. The Company shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution.

8. *Utilization Review* – The Company shall establish a 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. Utilization management programs shall demonstrate that the use of outside services has been appropriate, and that the length of stay (if applicable) is neither longer nor shorter than medically indicated.

9. *Administrative Review of Offsite Services/Referrals* -- All services referred to offsite providers shall be subject to administrative review by appropriate members of the OCSO staff. The cost of offsite services determined, after review, to have been unnecessarily referred offsite shall be borne by the Company.

10. *Risk Management and Mortality Review* – The Company shall indicate its risk management plan and discuss its procedures for dealing with critical incidents. The Company shall be responsible for establishing and providing evidence of a formal mortality review process. The OCSO shall report all deaths to the NYSCOC by telephone 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 covering the period ninety days prior to the death, the deceased primary medical or psychiatric diagnosis and therapy provided, and a narrative description of the terminal event.

11. *Pharmacy and Therapeutics Committee* – The Company shall implement a pharmacy and therapeutic committee which shall be responsible for additions, deletions to formulary, monitoring usage of pharmaceuticals including psychotropic medications and identifying

prescribing patterns of practitioners. Quarterly written consultation reviews of the pharmacy by an independent consultant pharmacist shall be required, the cost of which shall be borne by the Company.

12. Cost Containment Program – The Company shall specify a detailed plan for the implementation and operation of a cost containment program.

13. Infection Control – The Company will implement an infection control program. The program includes concurrent surveillance of the patients and staff, preventive techniques, treatment and reporting of infections in accordance with applicable laws.

14. Safety and Sanitation Inspections – The Company shall coordinate monthly safety and sanitation inspections of the Correctional Facility’s medical facilities, housing, and work areas with designated County personnel, and make recommendations for corrections to issues.

15. Records and Documentation upon Termination of Contract – All manuals, policies and procedures, inmate medical records, and other records and documentation developed, purchased or maintained by the Company for the Oneida County Correctional Facility shall remain the property of and in the custody of the Oneida County Sheriff’s Office without further obligation.

L. Inmate Grievance Policy – Complaint Policy – The Company shall specify the policies and procedures to be followed in dealing with inmate complaints regarding any aspect of the health care delivery system. This Policy must comply with the Sheriff’s legal requirements for maintaining an Inmate Grievance Program pursuant to New York State Commission of Correction Standards for local correctional facilities.

The Company shall maintain monthly statistics of all grievances filed.

- All grievance procedures shall be in accordance with the County guidelines and NYSCOC regulations.
- All grievances will be responded to in writing within 24 hours of its receipt. The OCSO and/or County reserve the right to review inmate grievances and the Company’s actions. The Company must implement the OCSO and/or County’s recommendations in disputed cases.

2.2 STAFFING

The Company will submit a staffing plan that is designed to meet the needs of the operation. The staffing plan shall consider the current scope of the comprehensive medical operation, as well as any additional needs of the operation, taking into account any proposed changes or additions to the scope of the operation which may be needed to fulfill the proposed program.

A. Proposed Staffing –

- The OCSO’s proposed health services staffing of the Correctional Facility is outlined in Appendix A. The Company’s proposal must include the number of staff that is proposed to be on site during each shift, including the specific professional rank of each. Variances for weekends or holidays should also be noted.
- RN coverage is required 24 hours per day. In the event of vacations, leaves of absence, illness or holidays of regular RN staff, a pool of per diem staff must be available to cover the RN schedule vacancies.

- Companies may submit an alternate staffing plan as an alternate proposal. The staffing plan must be sufficient to carry out the services required to fulfill the obligations of this contract according to NCCHC and NYSCOC standards.

B. Recruitment and Credentialing -

1. Recruitment – The Company shall recruit and interview candidates who are currently licensed or certified in the State of New York. Priority should be given to qualified candidates that reside locally. The Correctional Facility Administrator or designee shall be involved in the interviewing process and final selection of the Health Service Administrator candidates. Current qualified employees are to be given priority in any hiring process by the Company. Those current employees who wish to be considered for employment with the Company are to be interviewed and considered for employment prior to the public posting or advertising for personnel to fill the open positions. The Company should address the retention of current staff in its response. The Company is required to carry over all leave benefits including accumulated vacation, compensatory, personal leave, and sick time.

2. Credentialing and Files – The Company shall specify its credentialing procedures for professional staff. Copies of all current Nursing and Physician licenses shall be kept on file. Personnel files of subcontractors and Company employees shall be maintained and be made available to the Facility Administrator, Contract Monitor or designee.

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

4. Turnover Staff – The Company shall describe its current nursing turnover ratio in other contracts and shall indicate turnover for all other personnel.

5. 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, Correctional Facility directives, ACA standards, NCCHC standards, NYSCOC standards, Chairman’s Memorandums, and policies and procedures of the Correctional Facility.

6. Hospital Privileges – When requested by the County, the Company shall arrange courtesy privileges for use of local hospitals for admitting, monitoring, and discharging inmates.

7. Employee Training and Orientation – The Company shall describe the orientation program for its staff. The Company shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training. An outline of the orientation and in-service program shall be submitted with the proposal. Orientation regarding other Correctional Facility operations shall be the responsibility of the Sheriff.

8. Staffing and Schedules – All hours shall be spent on-site at the Correctional Facility, except as otherwise expressly agreed to by the Correctional Facility Administrator and the Company. Correctional Facility staffing work schedules may be modified upon the parties’ mutual agreement and written content. Copies of staff schedules will be provided to the Correctional Facility Administrator on a monthly basis, one week prior to the start of the month.

- An accounting of actual days/hours worked by staff will be provided to the Correctional Facility Administrator on a monthly basis at the end of each month.

- A full-time contractual staff shall be on-site for at least 40 hours per week. A 40 hour, on-site week shall consist of a 40 hour work schedule and an additional one-half hour unpaid meal period for each shift.
- The Medical Director and Health Administrator shall be on-call 24 hours per day.
- The Company's staff shall not be reassigned to assist with problems associated with any other contracts.
- The Company's Health Services Administrator shall be responsible for overseeing the maintenance of medical records, scheduling of off-site appointments, ordering of supplies, and maintenance of the minutes and reports relating to the Facility's health care program.
- All staff (employees, contractual and those employed by the Company) shall be required to comply with sign-in and sign-out procedures on a mutually agreed upon time-keeping form. The Company shall be permitted to substitute an automated time clock system or other method, subject to the approval of the OCSO. The Company will be required to report in writing staff schedules and staff working hours to the Correctional Facility Administrator on a weekly basis.
- Coverage – The Company shall specify how they intend to cover periods of absences caused by vacations, holidays, and sick leave, and shall state what relief factor (if any) was computed into their staffing ratio. The Company should state whether positions in their proposal are to be covered by full or part time personnel.
 - Staffing Shortage Penalties – Deductions for vacation, sick time or education leave shall occur after three consecutive days of absence of staff. The Company shall agree to issue the County the appropriate financial credit consisting of an hourly salary and fringe benefits for all hours relating to each incidence that any position is not covered or remains vacant. If the position of Health Services Administrator is left vacant for a period of greater than thirty (30) days, the Company shall pay one and a half times the salary rate per hour times the number of hours the position was left vacant after thirty (30) days. Financial credits as set forth above shall be issued during the same month in which the shortage occurred.

9. *On-Call Responsibility* – The Company will be responsible for providing on call professionals for medical services 24 hours per day, seven (7) days per week.

C. Medical Library - The Company shall establish a medical library on-site at the Correctional Facility for use by the health care staff. The library shall include, at a minimum, basic reference texts related to diagnosis and treatment in a primary care setting. The Company shall provide appropriate monthly in-service education programs for its staff. All staff shall be required to have 12 hours of continuing education each year.

D. Approval of Staff by County– The final selection of all employees or subcontractors shall be subject to approval by the County. Initial and continued employment shall be subject to approval of the County. The County reserves the right to prohibit any of the Company's employees and/or independent companies from performing service with regard to this contract.

- The Company shall provide the names of corporate or regional management personnel. A resume of the regional manager shall be included with this proposal. Any replacement personnel shall be subject to approval of the County.
- The Company shall notify and consult with the Correctional Facility Administrator prior to discharging, removing, or failing to renew the contract of a professional staff member.

- Rejection of Contractor’s Personnel – The County shall have the right to reject for use or service the employment by the Contractor of any person or firm. The Sheriff reserves the right to remove from the site any person or firm engaged by the Company when the Sheriff deems it to be in its best interest of its correctional health services program.
 - The privilege of entering and/or remaining on the premises of any secured facility under the jurisdiction of the Sheriff may be revoked at any time.
- Employment Processing – All personnel shall be required by the Sheriff’s Office to pass a criminal record review conducted by the County for initial and/or continued employment. All personnel performing on-site services are required to undergo a pre-employment drug screening, the cost of which is to be paid for by the Company. The Company will detail in its proposal the hiring process to be utilized.
- Facility Security – The Company and its personnel shall be subject to and shall comply with all security regulations and procedures of the County and Oneida County Correctional Facility. Violations of regulations may result in the employee being denied access to the Correctional Facility. In this event, the Company shall provide alternate personnel to supply services, subject to the OCSO’s approval.
- Staff Security Orientation – The Company’s new employees are required to attend an orientation program conducted by the OCSO consisting of security, classification, blood borne pathogen, CPR and First Aid within 60 days of their employment. The Company shall be responsible for the employee compensation during this training.

E. Non-Compete Agreements – The Company is prohibited from entering into covenants with “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 Company. The term “competing directly or indirectly in any way with the Company” shall mean the entering into or attempting to enter into any similar business with that carried on by the Company with any individual, partnership, corporation, or association that was or is the same or related business as the Company.

2.3 PERFORMANCE ADJUSTMENTS

The OCSO reserves the right to initiate any of the following if the Contract Monitor discovers issues with the Company’s performance.

A. Failure to Pay Invoices – Repeated failure of Company to pay invoices within sixty (60) days of receipt or to have an agreement with a subcontracted company for payment may result in termination of the contract.

B. Non-Urgent Consults – Inmates referred by the Company for off-site non-urgent consults and/or treatment will be reviewed, approved or denied within seven (7) business days of referral. Inmates shall be seen within thirty (30) days of said referral, or the Company will pay liquidated damages to Oneida County of \$500 per incident. If the consult has been denied, alternative therapy shall be proposed.

C. Placing PPD’s – If less than 90% of the eligible inmates PPD’s are not placed, read and recorded within 96 hours after the inmate’s intake, the Company shall pay liquidated damages of \$100 per identified deficiency not to exceed a 30 day period.

D. Required Hours of Service – If the Physician, nursing, or dental staff does not meet specified hours of service provided in the contract in any given week, monthly deductions in the form of liquidated damages shall be made at one and a half times the Company’s hourly salary plus a 20% administrative fee.

E. 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 Company shall pay liquidated damages of \$100 for each day the eligible inmate has not received said therapy.

F. Prompt Treatment of Chronic Care Patients – Chronic care inmates (diabetics, epileptics, infectious disease inmates, asthma, or 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 Correctional Facility, or sooner as clinically indicated, and then evaluated every 90 days by a Physician or Nurse Practitioner. Liquidated damages of \$100 per identified deficiency shall be assessed for each incident, not to exceed thirty (30) days.

SECTION 3 – SPECIFIC PROPOSAL REQUIREMENTS

3.1 SUBMISSION OF COMPANY’S PROPOSAL(S)

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

Sealed proposals must be received at the address below on or before 3:00 p.m. Eastern Standard Time, on **August 9, 2022**.

*Lisa M. Zurek,, Chief Deputy
Oneida County Sheriff’s Office
6075 Judd Rd.
Oriskany, NY 13424
FAX: 315-765-2350*

Email: lmzurek@oneidacountysheriff.us

Further details regarding response formats and requirements are included below. There will be no public opening of the proposals.

B. Withdrawal Notification - Companies receiving this RFP who do not wish to submit a proposal should reply with the “No Response” form provided, no later than the proposal submission date. This RFP is the property of Oneida County and may not be reproduced or distributed for purposes other than proposal submissions without the written consent of the Oneida County Attorney.

C. Required Copies - Companies must submit one (1) signed original Proposal and five (5) complete sets of the signed original. **Proposals should be clearly marked as “Proposal for Correctional Facility Medical Services”**. The Company is encouraged to respond electronically in addition to submitting hardcopies of its proposal as provided above. The Company will make

no other distribution of proposals. An official authorized to bind the Company to its provisions must sign proposals.

D. Pricing Period - For this RFP, the terms indicated within the proposal must remain valid for a minimum of 180 days past the due date for receipt of RFPs.

E. Economy of Preparation - Proposals should be prepared as simply as possible and provide a straightforward, concise description of the Company's capabilities to satisfy the requirements of the RFP. Expensive bindings, color displays, promotional materials, etc. are not necessary or desired. Emphasis should be on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables should be numbered and clearly labeled. Vague terms such as "Company complies" or "Company understands" should be avoided.

3.2 RESPONSE DATE

To be considered, sealed proposals must arrive at the specified location on or before the time and date specified in this RFP. **Requests for extension of the submission date will not be granted.** Companies mailing proposals should allow ample delivery time to assure timely receipt.

3.3 CLARIFICATION OF RFP AND QUESTIONS

Questions that arise prior to or during proposal preparation must be submitted in writing or via email pursuant to instructions in Section 1.4 of this RFP. Questions and answers will be provided to all Companies who received RFPs and must be acknowledged in the RFP response. No contact will be allowed between the Company and any other member of the County with regard to this RFP during the RFP process unless specifically authorized in writing by the RFP Coordinator. Prohibited contact may be grounds for Company disqualification.

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

3.4 ORGANIZATION OF PROPOSAL

This section outlines the information that must be included in the Company's 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 Company to the obligations contained in the proposal. The transmittal letter should also include a phone number, fax number, and email address for the Company's primary contact person.

B. Table of Contents - Include a numbered Table of Contents at the beginning, which clearly outlines the contents of the 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. Company ownership.
3. Financial history of the company covering the last three years. Attach the most current copy of your latest financial statements prepared by an independent certified public accountant in accordance with generally accepted accounting principles. Also include the following information: current balance sheet, statement of revenues and expenses, statement of cash flows, and any related notes to these documents, including but not limited to a management letter provided by your company's accounting firm.
4. Functions and location of your nearest regional office to Oneida County.
5. Anticipated growth of your organization.
6. Litigation history of the Company. Provide a list of any claims brought or judgments rendered against the company as a result of litigation involving inmate medical care within the last three (3) years. At a minimum, provide the amount of the judgments and a brief description of the circumstances regarding the judgments.

D. Experience - Provide information that clearly demonstrates your organization's prior experience and background (both business and medical) in engagements similar to this project.

This section must include:

1. A list of all public sector clients in the State of New York and the dates of engagement for each client. Include the following information for each public sector client:
 - i. Name and address of the client;
 - ii. Approximate annual budget;
 - iii. Name and telephone number of contact person; and
 - iv. Summary of the savings and/or cost reductions obtained on behalf of the client as a result of your services.
2. List a minimum of three (3) current contract references where the existing contract is at least one year in length, the facility has an inmate population of at least 500 inmates, and the facility is NCCHC accredited. Include the name of the facility, the location of the facility, the name of a contact person with the contracting entity, and contact information.
3. Resumes for the key personnel to be involved in providing services to the County.

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

1. The Company's 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.
4. Proposal of cost and proposed methods of compensation for the services, including a proposed breakdown of the distribution of costs between the Company and the OCSO.
5. Cost proposal should be based on an inmate population between 500-550 inmates.

F. Insurance Certificates - The Company must supply a copy of their current Certificate of Insurance showing the insurance coverage at or above those limits described in Section 4.13 of this RFP.

G. Certification - Proposals must include a letter from an authorized corporate officer certifying the accuracy of the information provided and guaranteeing the proposed prices.

1. All prices and notations shall be written in ink or typed.

2. The individual signing the Proposal must initial changes or corrections made to the Proposal.
3. Corrections and/or changes will not be permitted after the proposals have been opened.

3.6 METHOD OF EVALUATION

A. Evaluation Committee - Selected personnel from the Sheriff's Office and Oneida 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, and make a recommendation for award.

B. Evaluation and Selection Criteria - All properly prepared and submitted proposals shall be subject to an evaluation to determine the Company with whom a contract may be signed.

Evaluation of the proposals will consider several factors, each of which has an impact of the relative success of the Company to provide the services as outlined in Section 2 of this RFP.

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. Past performance, where applicable

C. Contract Approval Process - Companies must be aware that any contract resulting from this request for proposals is subject to prior approval by the Oneida County Legislature and the Oneida County Law Department. The County anticipates awarding this contract on or about November 1, 2022, with services anticipated to begin December 1, 2022 to allow for a transitional period/continuity of care.

3.7 ORAL PRESENTATION

Companies who submit proposals should be prepared to make an oral presentation to the evaluation committee, if the committee so desires. Presentations will be by invitation only and are intended to provide an opportunity for the Company to clarify their proposal and ensure a thorough mutual understanding. Oneida County is under no obligation to offer any Company the opportunity to make such presentation.

3.8 INVESTIGATIONS

The County reserves the right to conduct any investigations necessary to verify information submitted by the Company and/or to determine the Company's capability to fulfill the terms and conditions of the submitted proposal documents and the anticipated contract. The County reserves the right to visit a prospective Company's place of business to determine the

management capabilities required to administer the medical services. The County will not consider Companies 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 COMPANY

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 Company 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 Companies. The Company 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 Companies.

C. Award a contract to more than one Company for any portion of this specification.

4.2 CONTRACT NEGOTIATION

Negotiations may be undertaken with those Companies 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, as determined by price and other factors considered.

4.3 ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Company may become contractual obligations, should a contract ensue. Failure of a Company to accept these obligations may result in cancellation of the award.

4.4 PRIME RESPONSIBILITIES

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

4.5 PROPERTY RIGHTS

For purposes of this RFP and for the contract, the term “Work” is defined as all data, records, files and information, work products, discs or tapes developed, produced or generated in connection with the services to be provided by the Company. In submitting a proposal in

response to the RFP, the Company acknowledges and agrees that the Work (and all rights therein) belongs to and shall be the sole and exclusive property of the County. The Company and the Company's employees shall have no rights in or ownership of the Work. Any property or Work not specifically scheduled in the contract as property of the Company shall constitute property of the County.

The Company will not make or retain any copies of the Work or any and all documentation or other products and results of the services provided under such Contract without the prior written consent of the County.

In addition to compliance with the right to audit provisions of the contract, the Company must deliver to the County, no later than the twenty-four (24) hours after receipt of the County's written request for same, all completed, or partially completed Work and any and all documentation or other products and results of the services under such contract. The Company's failure to timely deliver such Work or any and all documentation or other products and results of the services will be considered a material breach of the contract. With the prior written approval of the County, this twenty-four (24) hour period may be extended for delivery of certain completed or partially completed Work or other such information, if such extension is in the best interest of the County.

4.6 CONTRACT PAYMENT

Actual terms of payment will be the result of agreements reached between Oneida County and the Company selected.

4.7 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 Sheriff's Office Public Information Officer.

4.8 NOTIFICATION OF COMPANY SELECTION

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

4.9 INDEPENDENT PRICE DETERMINATION

A. By submission of a proposal, the Company certifies that in connection with the proposal:

1. The proposal has been arrived at independently without consultation, communication, or agreement with any other Company or competitor for the purpose of restricting competition; and

2. No attempt has been made or will be made by the Company 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. He/she is the person in the Company's organization responsible within that organization for the decision as to prices being offered in the proposal and that he/she has not participated and will not participate in any action contrary to A (1) and (2) above;

2. He/she is not the person in the Company'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/she has not participated, and will not participate in any action contrary to A (1) and (2) above.

4.10 INCURRING COSTS

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

4.11 MATERIAL SUBMITTED

A. All rights, titles and interests in the material submitted by the Company as part of the proposal shall vest in Oneida County upon submission of the proposal without any obligation or liability by the County to Company. Oneida County has the right to use any or all ideas presented.

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

Pursuant to Public Officers Law 87, Oneida County will deny public access to Companies' proposal to the extent the information constitutes a trade secret, and explain how disclosure would cause harm to the Company's competitive position.

4.12 INDEMNIFICATION

The Company shall defend, indemnify and hold harmless the County, its officers, agents, servants and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' 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 Company, its agents or employees, arising from any act, omission or negligence of the Company, its agency or employees, or arising from any breach or default by the Company, its agents or employees under the Agreement resulting from this RFP. 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 Company.

4.13 INSURANCE REQUIREMENTS

The Company shall procure and maintain at this own expense until final completion of the work covered by the contract, insurance for liability for damages imposed by law of the kinds and in the amounts hereinafter provided, issued by insurance companies authorized to do a business in the State of New York, covering all operations under the contract whether performed by the

Company or by his subcontractors. The Insurance carrier must have at least an A- (excellent) rating by A.M. Best.

The successful Company shall furnish to the County a certificate or certificates of insurance in a form satisfactory to the Oneida County Attorney showing that has complied with all insurance requirements set forth in the contract for services. That certificate or certificates shall provide that the policies shall not be changed or canceled until thirty (30) days written notice has been given to the County. The kinds and amounts of insurance are as follows:

A. Commercial General Liability (CGL) coverage with limits of Insurance of not less than \$1,000,000 each occurrence and \$2,000,000 Annual Aggregate.

i) CGL coverage shall be written on ISO Occurrence form CG 00 01 04 13 or a substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contracts, products-completed operations, contractual liability and personal and advertising injury.

ii) Oneida County and all other parties required by the County shall be included as additional insureds. Coverage for the additional insureds shall apply as Primary and Non-contributing Insurance before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured's.

B. Workers Compensation and Employers Liability

i. Statutory New York limits apply.

C. Automobile Liability

i) Business Auto Liability with limits of at least \$1,000,000 combined single limit.

ii) Business Auto coverage must include coverage for liability arising out of all owned, leased, hired and non-owned automobiles.

iii) Oneida County shall be included as additional insureds on the auto policy. Coverage for these additional insureds shall be on a primary and non-contributing basis.

D. Commercial Umbrella

i) Umbrella limits must be at least \$3,000,000

ii) Umbrella coverage must include as additional insureds all entities that are additional insureds on the CGL.

iii) Umbrella coverage for such additional insureds shall apply as primary and non-contributing before any other insurance or self-insurance, including any deductible or self-insured retention, maintained by, or provided to, the additional insured other than the CGL, Auto Liability and Employers Liability coverages maintained by the County of Oneida.

E. Professional/Medical Malpractice Liability Insurance

i) Policy to cover errors and omissions of Vendor with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate.

F. Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence and an aggregate of \$4,000,000. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Company in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security The policy shall provide

coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

The policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information “property” of the County in the care, custody, or control of the Company.

Miscellaneous: If Company fails to procure insurance for the County as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by the County, and their respective insurers, which would have otherwise been paid by the Company’s required insurance.

Waiver of Subrogation – Company waives all rights against the County and their agents, officers, directors and employees for recovery of damages to the extent these damage are covered by commercial general liability, commercial umbrella liability, business auto liability, professional liability, cyber liability, workers compensation and employers liability insurance or optional coverages maintained per requirements above.

4.14 PROPOSAL CERTIFICATION

The Company 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 Company. The Proposal shall be signed by an individual who has the authority to bind the Company.

ALL PROPOSALS SHALL BE CONSIDERED FINAL WHEN RECEIVED.

APPENDIX A – STAFFING PROPOSAL

MEDICAL STAFFING – A-LINE (Midnights)							
Oneida County Correctional Facility							
POSITION	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
Physician	X	X	X	X	X	X	X
Nurse Practitioner	X	X	X	X	X	X	X
Health Service Administrator	X	X	X	X	X	X	X
RN	8	8	8	8	8	8	8
LPN	4	4	4	4	4	4	4
Dentist/DDS	X	X	X	X	X	X	X
Dental Hygienist	X	X	X	X	X	X	X
Records Supervisor	X	X	X	X	X	X	X
Medical Assistant	X	X	X	X	X	X	X

MEDICAL STAFFING – B-LINE (Days)							
Oneida County Correctional Facility							
POSITION	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
Physician	X	8	X	8	X	4	X
Nurse Practitioner	4	X	8	X	8	4	4
Health Service Administrator	X	8	8	8	8	8	X
RN	16	16	16	16	16	16	16
LPN	8	8	8	8	8	8	8
Dentist/DDS	X	X	8	X	X	X	X
Dental Hygienist	X	X	8	X	X	X	X
Records Supervisor	X	8	8	8	8	8	X
Medical Assistant	X	8	8	8	8	8	X

MEDICAL STAFFING – C-LINE (Afternoons)							
Oneida County Correctional Facility							
POSITION	Sun.	Mon.	Tues.	Wed.	Thur.	Fri.	Sat.
Physician	X	X	X	X	X	X	X
Nurse Practitioner	4	4	4	4	4	4	4
Health Services Administrator	X	X	X	X	X	X	X
RN	12	12	12	12	12	12	12
LPN	8	8	8	8	8	8	8
Dentist/DDS	X	X	X	X	X	X	X
Dental Hygienist	X	X	X	X	X	X	X
Records Supervisor	X	X	X	X	X	X	X
Medical Assistant	X	4	4	4	4	4	X

“No Response” Form RFP #2022-319

For use by Vendor who received RFP Packet but chose not to submit a responding proposal.

Vendor Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Reason for Non-Response:

Name: _____

Title: _____

Signature: _____

Date: _____

Proposal Sheet/Transmittal Letter for RFP #2022-319

For use by all Vendors submitting a proposal.

Vendor Name: _____

Address: _____

Phone: _____

Fax: _____

Email: _____

Summary of Key Points of Proposal:

Name: _____

Title: _____

Signature: _____

Date: _____

PUBLIC CONTRACT

The following section is an excerpt from the General Municipal Law:

103-d Statement of non-collusion in bids and proposals to political subdivision of the state.

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or services performed or to be performed, or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury:

Non-collusive bidding certification.

- (A) By submission of this bid, each bidder and each person signing on behalf of any bidder, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor:
 - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any other bidder or to any competitor:
 - (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.
- (B) A bid shall not be consider for award nor shall any award be made where (A), (1), (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (A), (1), (2), and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the Purchasing unit of the political subdivision, public department, agency or official thereof, to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed, or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this

section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

This is to certify that we have not been disqualified to contract with any municipality and we are in a position to accept any contract subject to the provision of section 103-d of the General Municipal Law.

(s) _____
Legal name of person, firm of Corporation

By _____
Title

Dated: _____

CONTRACTORS RECYCLING
AND
SOLID WASTE MANAGEMENT CERTIFICATION FORM
FOR ONEIDA COUNTY CONTRACTS

The Oneida County Board of Legislators at its May 26, 1999 meeting passed Resolution #249 dealing with the inclusion of recycling and solid waste management provision in Oneida County contract. All waste and recyclables generated by the contracting party shall be delivered to the facilities of the Oneida-Herkimer Solid Waste Authority.

REGULATORY COMPLIANCE

- (a) The Contractor agrees to comply with all applicable Federal, State and Local Statutes, rules and regulations as some may from time to time be amended pursuant to law.

- (b) Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all wastes and recyclables generated within the Authority's service area by performance of this contract by Contractor and any subcontractors. Upon awarding of this contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority's service area which are generated by the Contractor and any subcontractors in performance of this contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

CERTIFICATION STATEMENT

"I certify that I understand and agree to comply with the terms and conditions of the Oneida County Recycling and Solid Waste Management Program (R-249). I further agree to provide Oneida County proof of such compliance."

Printed Name of Signee

Signature

Title

Date

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law) (the “Prohibited Entities List”). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

_____ Printed Name of Signee	_____ Signature
_____ Title	_____ Date

GENERAL INSTRUCTION TO BIDDERS

1. Sealed proposals will be received by Chief Deputy Lisa M. Zurek, Oneida County Sheriff's Office, 6075 Judd Road, Oriskany, NY 13424, in accordance with the published invitation for bids.
2. The sealed proposals, subject to the conditions contained herein, will then be publicly opened and read aloud. All proposals must be on the forms furnished and returned in the envelope provided by the Director of Purchasing.
3. A Performance Bond may be required of the successful company.
4. All delivery charges must be included in the bid price.
5. No combination proposal on any units will be accepted and each unit must be proposed separately. Quantities shown on the Proposal Sheet are approximate only. Contract shall be for the quantities actually ordered during the contract period.
6. Any material delivered by a Company, which is not in accordance with specifications or is otherwise unsatisfactory, in the opinion of the department, may be retained and, if necessary, used until it is replaced with satisfactory material.
7. Except for causes not in the control of the Company, no request for postponement of the date of delivery, or completion, shall be considered; any initiative in such respect being reserved for the Director and the department involved.
8. When specified, bid/proposal bond or certified check must accompany bid; same must be made out to the County of Oneida. Failure to submit bid/proposal bond or certified check when specified will result in automatic disqualification of proposal.
9. County is not subject to tax; County will sign exemption certificates when required.
10. Companies are warned that all deliveries are to be new, unused and first quality. No rejects, "seconds" or otherwise imperfect or low quality material will be acceptable.
11. For the sake of simplicity, in drawing the accompanying specifications, manufacturers name or catalog numbers have frequently been used. In all such cases, they are well known manufacturers whose catalogs are readily available to all bidders. The use of particular manufacturer's names or numbers is not intended to restrict bidding or bar the equal or superior product of other manufacturers. Dimensions given are approximate and companies are to verify all figures.
12. All deliveries and installations must be completed by date specified; if a date is specified in the specifications.
13. When reference is made to the New York State Department of Public Works specifications and/or the State of New York, Division of Standards and Purchase Specifications in the specification of any item, a copy of such specifications may be examined in the office of the Director of Purchasing.
14. The Director of Purchasing reserves the right to make such investigations as he deems necessary to determine the ability of the company to perform the work, and the company shall furnish to the Director of Purchasing all such information and data for this purpose as he may request, including, but not limited to, the name and address of the manufacturer of the articles quoted on. The Director of Purchasing also reserves the right to reject any proposal if the evidence submitted by, or the investigation of, such company fails to satisfy the Director of Purchasing that such company is

qualified to carry out the obligations of the proposal or to complete the deliveries contemplated there in.

15. The Director of Purchasing reserves the right to consider informal a proposal not prepared and submitted in accordance with the provisions of these specifications, or to waive informalities in any proposal as received. The Director of Purchasing also reserves the right to reject any and all proposals as the best interest of Oneida County without cause.
16. A Company whose proposal has been successful, upon its failure or refusal to execute a Performance Bond, if required, within five days after it has been notified of the acceptance of its proposal, shall forfeit to the County as liquidated damages for such failure or refusal, the security deposited with this proposal (if a security was required with the proposal).
17. No Company may withdraw its proposal within forty-five days after the proposals are opened, but may withdraw it at any time prior to the closing time for the reception of proposals.
18. Alternate proposed items shall fulfill the requirements of the basic specifications in function, type, materials, construction, color, and finish. If a proposal differs from specifications, then brochures or cuts should be submitted with the proposal.
19. In submitting this proposal, the Company declares that it is, or they are, the only person or persons interested in the said bid, that it is made without any connection with any person making another proposal for the same materials, and that the proposal is in all respects fair and without collusion, fraud, or mental reservation.
20. In submitting this proposal, any company subject to the provisions of Article 18 of the General Municipal Law the Oneida County Ethics and Disclosure Laws declares that he, she or they shall comply with the same.
21. The Company to whom a contract shall be let, granted or awarded is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract to any other person or corporation, except as provided in section 109, General Municipal Law.
22. No proposal for materials, supplies, equipment or services may be accepted from or contract therefore awarded to any person who is in arrears in taxes or upon debt or contract to or with the County or who has defaulted as a surety or otherwise upon a contract or obligation to the County, or who may be otherwise disqualified under any act of the legislature not inconsistent with the charter or code.
23. The Company agrees to make no claim for damages for delay occasioned by an act or omission of the County of Oneida.
24. Under NYS Consolidated Laws, Department of Labor, Article 8 Sec. 220-3-a the following is required: Every compnay and/or contractor and sub-con-tractor, shall submit to the department of jurisdiction (Oneida County Purchasing, 800 Park Avenue, Utica, NY 13501) within thirty (30) days after issuance of its first payroll, and every thirty (30) days thereafter, a transcript of the original payroll record, as provided by this article, subscribed and affirmed as true under the penalties of perjury as long as this contract is in place.
25. Under NYS General Municipal Law section (103), subdivision (3), section (1) It is the intent of this Request For Proposals that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting proposal award. All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment. The sole responsibility in regard to performance of the proposal, or any

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

26. Proposals submitted must be signed by the Company with full knowledge and acceptance of all of the provisions of these instructions and the item specifications. This signifies that the Company can furnish the materials, equipment, and/or services required satisfactorily in complete compliance with the specifications.

27. The proposal must be made out in the corporate or other name of the Company and must be fully and properly executed by an authorized person.

28. Awards will be made to the company that has submitted the lowest responsible proposal as will best promote the public interest, taking into consideration the reliability of the company, the quality of materials or equipment to be furnished, their conformity with the specifications, the purpose for which required, and the terms of delivery.

29. Where pricing is described in both words and numerals, the words will govern.

30. It is understood and agreed that in questions of interpretation in the specifications, the Purchasing Director expressly has the right to determine the meaning and shall control the decision, and such decision shall be binding and final.

Oneida County Standard Contract Clauses Addendum

THIS ADDENDUM, between the County of Oneida, hereinafter known as COUNTY, and a contractor, subcontractor, vendor, vendee, licensor, licensee, lessor, lessee or any third party, hereinafter known as CONTRACTOR.

WHEREAS, COUNTY and CONTRACTOR have entered into a contract, license, lease, amendment or other agreement of any kind (hereinafter referred to as the “Contract”), and

WHEREAS, the Oneida County Attorney and the Oneida County Director of Purchasing have recommended the inclusion of the standard clauses set forth in this Addendum to be included in every Contract for which COUNTY is a party, now, thereafter,

The parties to the attached Contract, for good consideration, agree to be bound by the following clauses which are hereby made a part of the Contract.

1. Executory or Non-Appropriation Clause.

- a. The County shall have no liability or obligation under this Contract to the Contractor or to anyone else beyond the annual funds being appropriated and available for this Contract.

2. Oneida County Board of Legislators: Resolution #249 Solid Waste Disposal Requirements.

- a. Pursuant to Oneida County Board of Legislator Resolution No. 249 of May 26, 1999, the Contractor agrees to deliver exclusively to the facilities of the Oneida-Herkimer Solid Waste Authority, all waste and recyclables generated within the Authority’s service area by performance of this Contract by the Contractor and any subcontractors. Upon awarding of this Contract, and before work commences, the Contractor will be required to provide Oneida County with proof that Resolution No. 249 of 1999 has been complied with, and that all wastes and recyclables in the Oneida-Herkimer Solid Waste Authority’s service area which are generated by the Contractor and any subcontractors in performance of this Contract will be delivered exclusively to Oneida-Herkimer Solid Waste Authority facilities.

3. Certification Regarding Lobbying; Debarment, Suspension and other Responsibility Matters; and Drug-Free Workplace Requirements.

- a. Lobbying. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82, Section 82.105 and 82.110, the Contractor certifies that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any persons for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of congress, or an employee of a Member of Congress in connection with the making of any Federal Grant, the entering into of any cooperative agreement, and the tension,

continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant or cooperative agreement, the Contractor shall complete and submit Standard Form 111 "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts and that all subcontractors shall certify and disclose accordingly.
- b. Debarment, Suspension and other Responsibility Matters. As required by Executive Order 12549, Debarments and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 83.105 and 85.110,
1. The Contractor certifies that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment 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 contracts 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;
 - c. Are not presently indicated or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1(b) of this certification; and
 - d. Have not within a three-year period preceding this Contract had one or more public transactions (Federal, State, or local) for cause or default; and
 2. Where the Contractor is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this Contract.
- c. Drug-Free Workplace (Contractors other than individuals). As required by the Drug-Free Workplace Act of 1988, and implemented at 34 CFR Part 85, Subpart F, for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:
1. The Contractor will or will continue to provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

- b. Establishing an on-going drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The Contractor's policy of maintaining a drug-free workplace;
 - 3. Any available drug counseling, rehabilitation, and employee assistance program; and
 - 4. The penalties that may be imposed upon an employee for drug abuse violation occurring in the workplace;
 - c. Making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that as a condition of employment under the Contract, the employee will:
 - 1. Abide by the terms of the statement; and
 - 2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - e. Notifying the County, in writing within ten (10) calendar days after having received notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Director Grants Management Bureau, State Office Building Campus, Albany, New York 12240. Notice shall include the identification number(s) of each affected contract.
 - f. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted;
 - 1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the Requirements of the rehabilitation Act of 1973, as amended; or
 - 2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, State or local health, law enforcement, or other appropriate agency;
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (1), (0), (0), (d), (0), (f).
- 2. The Contractor may insert in the space provided below the site(s) for the performance of work done in connection with the specific contract.
 - 3. Place of Performance (street, address, city, county, state, zip code).

d. Drug-Free Workplace (Contractors who are individuals). As required by the Drug-Free Workplace act of 1988, and implemented at 34 CFR Part 85, Subpart F. for Contractors, as defined at 34 CFR Part 85, Sections 85.605 and 85.610:

1. As a condition of the contract, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the Contract; and
2. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any contract activity, the Contractor will report the conviction, in writing, within ten (10) calendar days of the conviction, to: Director, Grants Management Bureau, State Office Building Campus, Albany, NY 12240. Notice shall include the identification number(s) of each affected Contract.

4. **Health Insurance Portability and Accountability Act (HIPAA).** When applicable to the services provided pursuant to the Contract:

a. The Contractor, as a Business Associate of the County, shall comply with the Health Insurance Portability and Accountability Act of 1996, hereinafter referred to as “HIPPA,” as well as all regulations promulgated by the Federal Government in furtherance hereof, to assure the privacy and security of all protected health information exchanged between the Contractor and the County. In order to assure such privacy and security, the Contractor agrees to enact the following safeguards for protected health information:

1. Establish policies and procedures, in written or electronic form, that are reasonably designed, taking into consideration the size of, and the type of activities undertaken by, the Contractor, to comply with the Standards for Privacy of Individual Identifiable Health Information, commonly referred to as the Privacy Rule;
2. Utilize a combination of electronic hardware and computer software in order to securely store, maintain, transmit, and access, protected health information electronically; and
3. Utilize an adequate amount of physical hardware, including but not limited to filing cabinets, and locks on drawers, cabinets, and office doors, in order to prevent unwarranted and illegal access to computers and paper files that contain protected health information of the County’s clients.

b. This agreement does not authorize the Contractor to use or further disclose the protected health information that the Contractor handles in treating patients of the County in any manner that would violate the requirements of 45 CFR § 164.504(e), if that same use or disclosure were done by the County, except that:

1. The Contractor may use and disclose protected health information for the Contractor’s own proper management and administration; and
2. The Contractor may provide data aggregation services relating to the health care operations of the County.

c. The Contractor shall:

1. Not use or further disclose protected health information other than as permitted or required by this contract or as required by law;
 2. Use appropriate safeguards to prevent the use or disclosure of protected health information other than as provided for in this Contract;
 3. Report to the County any use or disclosure of the information not provided for by this Contract of which the Contractor becomes aware;
 4. Ensure that any agents, including a subcontractor, to whom the Contractor provides protected health information received from, or created or received by the Contractor on behalf of, the County agrees to the same restrictions and conditions that apply to the Contractor with respect to such protected health information;
 5. Make available protected health information in accordance with 45 CFR § 164.524;
 6. Make available protected health information for amendment and incorporate any amendments to protected health information in accordance with 45 CFR § 164.528;
 7. Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528;
 8. Make its internal practices, books, and records relating to the use and disclosure of protected health information received from, or created or received by the Contractor on behalf of, the County available to the Secretary of Health and Human Services for purposes of determining the County's compliance with 45 CFR § 164.504(e)(2)(ii); and
 9. At the termination of this Contract, if feasible, return or destroy all protected health information received from, or created or received by the Contractor on behalf of, the County that the Contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of this Contract to such information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- d. The Contractor agrees that this contract may be amended if any of the following events occurs:
1. HIPAA, or any of the regulations promulgated in furtherance thereof, is modified by Congress or the Department of Health and Human Services;
 2. HIPAA, or any of the regulations promulgated in furtherance thereof, is interpreted by a court in a manner impacting the County's HIPAA compliance; or
 3. There is a material change in the business practices and procedures of the County.
- e. Pursuant to 45 CFR § 164.504(e)(2)(iii), the County is authorized to unilaterally terminate this Contract if the County determines that the Contractor has violated a material term of this Contract.
5. **Non-Assignment Clause.** In accordance with Section 109 of the General Municipal Law, this Contract may not be assigned by the 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 are null and void. The Contractor may, however, assign its right to receive payments without the County's prior written consent unless this Contract concerns Certificates of Participation pursuant to Section 109-b of the General Municipal Law.
6. **Worker's Compensation Benefits.** In accordance with Section 108 of the General Municipal Law, this Contract shall be void and of no force and effect unless the 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.

7. **Non-Discrimination Requirements.** 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 because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status. Furthermore, in accordance with Section 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, the 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 Section 230 of the Labor Law, then, in accordance with Section 239 thereof, the 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. The Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this Contract and forfeiture of all moneys due hereunder for a second or subsequent violation.
8. **Wage and Hours Provisions.** If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither the 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, the 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 Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.
9. **Non-Collusive Bidding Certification.** In accordance with Section 103-d of the General Municipal Law, if this Contract is awarded based upon the submission of bids, the Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. The Contractor further affirms that, at the time the Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on the Contractor's behalf.
10. **Records.** The 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 shall include, but not be limited to,

reports, statements, examinations, letters, memoranda, opinions, folders, files, books, manuals, pamphlets, forms, papers, designs, drawings, maps, photos, letters, microfilms, computer tapes or discs, electronic files, e-mails and attachments, rules, regulations and codes. 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 Comptroller, the County Attorney 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 the Contractor within the County or, if no such office is available, at a mutually agreeable and reasonable venue within the County, 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 Section 87 of the Public Officers Law (the "Statute") provided that: (a) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; (b) said records shall be sufficiently identified; and (c) 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. Notwithstanding any other language, the Records may be subject to disclosure under the New York Freedom of Information Law, for other applicable state or federal law, rule or regulation.

11. Identifying Information and Privacy Notification.

- a. Identification Number(s). Every invoice or claim for payment submitted to a County agency by a payee, for payment for the sale of goods or service or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Where the payee does not have such number or numbers, the payees, on its invoice or claim for payment, must give the reason or reasons why the payee does not have such number or numbers.
- b. Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the County is mandatory. The principle purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their liabilities and to generally identify persons affected by the taxes administered by the New York State Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the County's purchasing unit contracting to purchase goods or services or lease the real or personal property covered by this Contract.

12. **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 Addendum, the terms of this Addendum shall control.

13. **Governing Law.** This Contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

14. Prohibition on Purchase of Tropical Hardwoods.

- a. The Contractor certifies and warrants that all wood products to be used under this Contract award will be in accordance with, but not limited to, the specifications and provisions of Section 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 subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the County.
- b. 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 Section 165 of the State Finance Law. Any such use must meet with approval of the County; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the County.

15. Compliance with New York State Information Security Breach and Notification Act.

The Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa).

16. Gratuities and Kickbacks.

- a. **Gratuities.** It shall be unethical for any person to offer, give, or agree to give any County employee or former County employee, or for any County employee or former County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim, or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor.
- b. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

17. Audit.

- a. The County, the State of New York, and the United States shall have the right at any time during the term of this agreement and for the period limited by the applicable statute of limitations to audit the payment of monies hereunder. The Contractor shall comply with any demands made by the County to provide information with respect to the payment of monies hereunder during the period covered by this paragraph. The Contractor shall maintain its books and records in accordance with generally accepted accounting

principles or such other method of account which is approved in writing by the County prior to the date of this agreement. The revenues and expenditures of the Contractor in connection with this agreement shall be separately identifiable. Each expenditure or claim for payment shall be fully documented. Expenditures or claims for payment which are not fully documented may be disallowed. The Contractor agrees to provide to or permit the County to examine or obtain copies of any documents relating to the payment of money to the Contractor or expenditures made by the Contractor for which reimbursement is made to the Contractor by the County. The Contractor shall maintain all records required by this paragraph for 7 years after the date this agreement is terminated or ends.

- b. If the Contractor has expended, in any fiscal year, \$300,000.00 or more in funds provided by a Federal financial assistance program from a Federal agency pursuant to this agreement and all other contracts with the County, the Contractor shall provide the County with an audit prepared by an independent auditor in accordance with the Single Audit Act of 1984, 31 U.S.C. §§ 7501, et seq., as amended, and the regulations adopted pursuant to such Act.

18. Certification of compliance with the Iran Divestment Act.

- a. Pursuant Section 103-g of the General Municipal Law, by submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the Office of General Services (OGS) website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to State Finance Law § 165-a(3)(b).
- b. Additionally, the Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.
- c. During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Iran Divestment Act of 2012 within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.
- d. The County reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a Contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a Contract and subsequently appears on the Prohibited Entities List.

19. PROHIBITION ON TOBACCO AND E-CIGARETTE USE ON COUNTY PROPERTY

Pursuant to Local Law No. 3 of 2016, the use of tobacco and e-cigarettes are prohibited on Oneida County property, as follows:

- a. For the purposes of this provision, the “use of tobacco” shall include:
 - i. The burning of a lighted cigarette, pipe, cigar or other lighted instrument for the purpose of smoking tobacco or a tobacco substitute;
 - ii. The use of tobacco and/or a substance containing tobacco or a tobacco substitute by means other than smoking, including: chewing; holding in the mouth; or expectoration of chewing tobacco.
- b. For the purposes of this provision, “e-cigarette” shall mean an electronic device composed of a mouthpiece, heating element, battery and electronic circuit that delivers vapor which is inhaled by an individual user as he or she simulates smoking.
- c. For the purposes of this provision, “on Oneida County property” shall be defined as:
 - i. Upon all real property owned or leased by the County of Oneida; and
 - ii. Within all County of Oneida-owned vehicles or within private vehicles when being used for a County of Oneida purpose, except that a driver may smoke in a privately-owned vehicle being used for a County of Oneida Purpose if the driver is the sole occupant of the vehicle.
- d. Each violation of this Local Law No. 3 of 2016 shall constitute a separate and distinct offense and may be punishable by a fine of up to \$200.00 for a first offense and up to \$1,000.00 for subsequent offenses.

20. COMPLIANCE WITH NEW YORK STATE LABOR LAW § 201-G

The Contractor shall comply with the provisions of New York State Labor Law § 201-g.