



REQUEST FOR PROPOSALS

Enterprise Technical Services and Epic Implementation Support

RFP #: WF41CBF

**RFP Issue Date: March 9, 2026
Proposal Due Date: March 30, 2026**

WESTCHESTER MEDICAL CENTER HEALTH NETWORK

**WESTCHESTER MEDICAL CENTER
Executive Offices at Taylor Pavilion
Office of Legal Affairs
100 Woods Road
Valhalla, New York 10595**

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1. Introduction and Background

1.1 Purpose of the Request for Proposals

The WMCHHealth Network (“WMCHHealth”) is issuing this Request for Proposals (“RFP”) to invite qualified firms to submit proposals to perform Enterprise Technical Services and Epic Implementation Support Services throughout WMCHHealth. A detailed description of the Enterprise Technical Services and Epic Implementation Support Services is set forth in Section 4 “Scope of Services.”

All prospective RFP respondents will submit proposals to provide services for the following locations:

- | | |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------|
| 1. Westchester Medical Center
100 Woods Road
Valhalla, New York 10595 | 4. Bon Secours Community Hospital
160 East Main Street
Port Jervis, New York 12771 |
| 2. MidHudson Regional Hospital
241 North Road
Poughkeepsie, New York 12601 | 5. St. Anthony Community Hospital
15 Maple Avenue
Warwick, New York 10990 |
| 3. Good Samaritan Hospital
255 Lafayette Avenue
Suffern, New York 10901 | 6. HealthAlliance Hospital
105 Mary’s Avenue
Kingston, NY 12401 |

1.2 Background

WMCHHealth Network

The Westchester Medical Center Health Network (WMCHHealth) is a 1,782-bed healthcare system headquartered in Valhalla, New York, with 9 hospitals on eight campuses spanning 6,200 square miles of the Hudson Valley. WMCHHealth employs more than 12,000 people and has nearly 3,000 attending physicians. WMCHHealth has Level I (adult and pediatric), Level II and Level III trauma centers, the region’s only acute care children’s hospital, an academic medical center, several community hospitals, dozens of specialized institutes and centers, Comprehensive and Primary Stroke Centers, skilled nursing facilities, home-care services and one of the largest mental health systems in New York State making the Network the pre-eminent provider of integrated healthcare in the Hudson Valley.

Westchester Medical Center Health Network includes the flagship, Westchester Medical Center, Maria Fareri Children’s Hospital and Behavioral Health Center in Valhalla, New York; MidHudson Regional Hospital in Poughkeepsie, New York; Good Samaritan Hospital in Suffern, New York; Bon Secours Community Hospital in Port Jervis, New York; St. Anthony Community Hospital in Warwick, New York; HealthAlliance Hospital-Mary’s Avenue Campus, in Kingston, New York; and Margaretville Hospital in Margaretville, New York. (WMCHHealth and each of its component entities may be hereinafter referred to as “WMCHHealth” or the “Corporation”).

Westchester Medical Center (WMC) & MidHudson Regional Hospital of Westchester Medical Center (MHRH).

Overview

Westchester Medical Center is operated by Westchester County Health Care Corporation, a public benefit corporation established by the New York State Legislature pursuant to Article 10-C of the New York Public Authorities Law. On January 1, 1998, the facilities and operations of the Westchester County Department of Hospitals were transferred to Westchester County Health Care Corporation, which is now responsible for the programs, services, and operations of the medical center. As a public hospital, WMC’s primary mission is to provide high-quality advanced health services to the residents of the Hudson Valley and the surrounding area, regardless of their ability to pay.

WMC is a regional, tertiary level academic medical center, composed of University Hospital, Maria Fareri Children’s Hospital at Westchester Medical Center, and the Behavioral Health Center in Valhalla, New York as well as MidHudson Regional Hospital of Westchester Medical Center in Poughkeepsie, New York. WMC serves as the Hudson Valley’s most advanced

medical care and referral hospital, serving a population of more than 3.5 million people. WMC’s Valhalla campus is licensed to operate with a total of 652 patient beds, including 415 beds in University Hospital; 136 beds in the Maria Fareri Children’s Hospital at Westchester Medical Center; and 101 beds in the Behavioral Health Center that provides inpatient and outpatient psychiatric care. MHRH is licensed to operate 243 patient beds.

Bon Secours Charity Health System.

Overview

Bon Secours Charity Health System (BSCHS) is a multi-state healthcare provider serving nearly a million people in the lower Hudson Valley, New Jersey and Pennsylvania. BSCHS has received national recognition, rankings and numerous awards for the level of care it provides including Distinguished Hospital Award for the top 100 hospitals by HealthGrades and Truven’s Top 100 Hospitals for Cardiac Surgery.

BSCHS is comprised of Good Samaritan Hospital in Suffern, New York; Bon Secours Community Hospital in Port Jervis, New York; St. Anthony Community Hospital in Warwick, New York; a certified home health agency; two long-term care facilities; an assisted living/adult home facility; and several other medical programs located throughout the region. Mount Alverno Center is a New York State-licensed Adult Home with an Assisted Living Program serving 85 residents. Schervier Pavilion is a 120-bed, skilled nursing facility dedicated to the highest standard of healthcare excellence.

HealthAlliance of the Hudson Valley.

Overview

HealthAlliance Hospital (HAHV) is an integrated health care system committed to providing quality and compassionate medical care for our patients, their families and our community. HAHV is dedicated to offering a full range of services and medical options, while strengthening the quality of its patients’ health care.

The HealthAlliance of the Hudson Valley system is comprised of Mary’s Avenue Campus, Margaretville Hospital, Mountainside Residential Care Center and Woodland Pond at New Paltz.

HealthAlliance underwent an expansion in 2022, whereby a new bed tower was constructed on its Mary’s Avenue Campus and the Broadway Campus was transformed into a medical village dedicated to outpatient services.

2. RFP Instructions

2.1 General Instructions

Prospective Respondents should read this entire document. The Respondent must complete all sections of this RFP and sign where indicated. Submission of this RFP represents acceptance of all terms, conditions and prices contained herein.

2.2 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted in writing or via e-mail to the Designated Contact(s) by **March 18, 2026**. No questions or requests for clarification will be accepted by telephone. Questions submitted by vendors and all Corporation’s responses will be distributed to all prospective proposers.

2.3 Key Events/Timeline

Event	Date and Time
RFP Release	March 9, 2026
Letter of Intent	March 12, 2026
Questions and Requests for Clarification Due	March 18, 2026
Questions and Answers Distributed	March 25, 2026
Proposal Due Date	March 30, 2026

2.4 Submission of Proposal

PROPOSERS MUST EMAIL THEIR PROPOSAL NO LATER THAN 4:00 PM EASTERN STANDARD TIME ON MARCH 30, 2026 TO THE DESIGNATED CONTACT(S) IDENTIFIED IN SECTION 2.5. Proposals received after this time and date will not be considered. The Corporation is not responsible for any internal or external delivery delays that may cause a proposal to arrive after the deadline.

2.5 Designated Contacts

State Finance Law Sections 139-j and 139-k (the “Procurement Requirements”) restrict communications between THE CORPORATION and vendors responding to RFPs. EXCEPT AS OUTLINED BELOW, FROM THE DATE THIS RFP IS ISSUED UNTIL THE TENTATIVE AWARD AND APPROVAL OF ANY CONTRACT (THE “RESTRICTED PERIOD”) ALL COMMUNICATIONS BETWEEN VENDORS AND THE CORPORATION REGARDING THIS RFP, MUST BE CONDUCTED ONLY WITH REPRESENTATIVES IDENTIFIED BY THE CORPORATION AS “DESIGNATED CONTACTS.”

The Designated Contact for this RFP is:

Georgiann Coloccia
Network Director, IT Operations
100 Woods Road
Valhalla, New York 10595
IT-RFP-Response@wmchealth.org

A. Exceptions: Permissible Contacts

In certain limited circumstances, it is permissible for vendors to communicate with Corporation representatives other than the Designated Contacts about the RFP. These Permissible Contacts include:

- Submission of written proposals;
- Written complaints by a prospective vendor to Corporation’s General Counsel regarding the failure of Corporation to timely respond to authorized contacts by vendors;
- Participation in RFP conferences or interviews;
- Negotiations following the tentative award of a contract;
- Requests to review the award of a contract; and
- Legal or administrative proceedings regarding the award of a contract.

B. Record of Contacts.

As required by § 139-k of the State Finance Law, WMCHHealth will record information about contacts with vendors during the Restricted Period. Information recorded by Corporation will include but not be limited to the name, address, telephone number, place of principal employment, and occupation of the person or entity making the contact. All recorded information concerning contacts made during the Restricted Period will become part of the procurement record for this RFP.

C. Responsibility of Proposer.

WMCHHealth will review whether vendors’ contacts with WMCHHealth were made in accordance with the terms of this Section 2.5 or otherwise qualify as a Permissible Contact under the State Finance Law. A finding that a vendor has knowingly and willfully violated the terms of State Finance Law §§ 139-j and 139-k may result in a determination that such vendor is not a “responsible” proposer. Such a determination will be considered by Corporation in its assessment of whether a vendor is qualified to perform the services described in this RFP.

D. Disclosure of Non-Responsibility.

All proposers must disclose to Corporation, on the Disclosure of Prior Non-Responsibility Determinations Form attached hereto as **Attachment D**, any finding of non-responsibility made by a governmental entity within the previous four (4) years

based on either impermissible contacts under § 139-j of the State Finance Law or the intentional provision of false or incomplete information to a governmental entity. Failure of any proposer to timely disclose a finding of non-responsibility or the submission of any intentionally false or incomplete information may result in the rejection of a proposal, the cancellation of a contract award, or if such contract has been executed, the immediate termination of the contract.

E. Written Affirmation.

Each proposer must submit a written affirmation, in the form attached hereto as **Attachment E**, as to the proposer's understanding and agreement to comply with Corporation's procedures relating to Permissible Contacts. The affirmation must be completed and signed by a corporate officer or Principal of the proposer. Proposals that do not contain a signed original affirmation will be rejected.

2.6 Addenda to RFP

In the event it becomes necessary to revise any part of this RFP or extend any deadline listed herein, the Corporation will issue an addendum to the RFP and distribute it to all known prospective proposers.

2.7 Cost of Proposals

Proposers shall not be reimbursed for any costs or expenses incurred in the preparation or submission of proposals or the attendance of RFP conference or interview. All costs associated with a proposer's response to this RFP shall be borne by the proposer.

2.8 Proposal Format and Content

Proposals should provide a straightforward complete and concise description of the vendor's capabilities to satisfy the requirements of the RFP. Proposals must state the assumptions made when preparing the proposal. Proposals must include the following sections:

- Title Page: The title page should show the proposed title, name of the proposer, its address, the name and title of the contact person, the name and title of the person authorized to represent the proposer and the date.
- Table of Contents: The table of contents in the proposal should clearly identify all items of the proposal by question number and page number.
- Transmittal Letter: A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by the individual or individuals authorized to bind the firm contractually. An unsigned proposal may be rejected. The letter shall include:
 - o Indication that the signer is so authorized to sign the proposal and the contract, and the title or position the signer holds in the proposer's firm.
 - o If the signer is not the contact person identified on the title page, also include the address and telephone number of the authorized signatory.
 - o A statement as to the willingness of the proposer's firm to enter into a contractual agreement containing, at a minimum, the terms and conditions set forth in **Attachment A** of this RFP. In accordance with Section 6 of this RFP, any exceptions to these terms and conditions must be explicitly stated in a separate section of this proposal.
- Executive Summary: A concise (no more than one page) summary of the key points, including which services detailed in the Scope of Services are included in the proposal.

In addition, proposals must contain the following:

A. Proposer's Background and Experience

1. Provide a history and background description of the proposer's firm including, but not limited to, the date the company was organized and, if proposer is a corporation, when and where it was incorporated.
2. Please provide a profile of the firm including:

- i. A brief description of the full range of services provided by your firm;
 - ii. The total number of offices of the firm, the addresses of each, and the total number of employees;
 - iii. The location of the office from which the services to be provided under this engagement are to be managed and the number of personnel employed at such office;
 - iv. List of all former and current clients for the past 3 years;
 - v. Scope of services provided to each client identified in question iv above;
3. Name, Address, Telephone number Fax number and Website (if applicable) of firm.
4. Contact person(s) (including e-mail address(es)).
5. A brief history of the firm, its healthcare experience and its length of time in operation.
6. A list of the principals to be used on this engagement including project role.
7. Include a copy of firm's most recent financial statement.
- B. Experience: Please provide details of the firm's experience including:
 1. Any other projects of similar scope and complexity as this project.
 2. References, with the names of the contact person, address, and telephone numbers for at least three healthcare clients for which your firm has provided similar services.
 3. Specific experience in healthcare, including a description of the size and nature of such projects.
- C. Staffing Proposal: A staffing proposal that includes a list of staff who will participate in the project, showing the role of each and their level of effort and qualifications.
 1. Justification of staffing proposal.
 2. Customer service training (initial and on-going) provided.
 3. Metrics used to ensure best-in-class service.
- D. Fee Proposal: The fee proposal must be submitted in the proposer's package in a separate, clearly marked, document. Although proposed fees will be taken into account, WMCHHealth reserves the right to negotiate a lower or different fee structure with any proposer that is tentatively selected. The fee proposal must include an analysis, in as much detail as possible, of the components of compensation you propose to receive in connection with your provision of services under this RFP with subtotals by task and phase of work.
- E. Additional Information: Please explain the reason your firm should be selected; factors that differentiate your firm from similar firms; and any additional information about your firm that supports your proposal.
- F. Conflicts of Interest:
 1. A statement describing any financial interest of any employee, officer, or director of, and physician or physician practice affiliated with, the Corporation in proposer's firm. A "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of vendor whether or not remuneration is received for such service; or (d) an ownership interest in vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest.
 2. A statement describing any potential conflict of interest or appearance of impropriety, relating to other clients of proposer's firm, or employees of the Corporation or New York Medical College, that could be created by providing services to the Corporation.

3. Indicate whether any owner, officer, or employee of proposer's firm has served as an officer of, or has been employed by the Corporation or its affiliates during the previous twelve (12) month period.
4. Indicate what procedures will be followed to detect and notify the Corporation of, and to resolve any conflicts of interest.
5. Indicate any pending litigation and/or regulatory action brought by any oversight body or entity that could have an adverse material impact on the proposing firm's ability to serve the Corporation.
6. Indicate if the firm has ever, under current or previous corporate names: a) had a contract with any governmental entity terminated for any reason, and if so, provide an explanation and/or b) received any governmental or regulatory criminal or civil sanctions, the circumstances, and how they were resolved.
7. Attached Forms: All proposals must include completed copies of the forms annexed hereto as **Attachments C, D, E, F and G**.

3. RFP Award

3.1 Method of Award

The award will be made on the basis of best value (the proposal which optimizes quality, cost, and efficiency) to the most responsive and responsible proposer as determined in the evaluation process. The contract will not be awarded solely on the basis of lowest cost. Instead, the award will be made to the respondent(s) whose proposal receives the highest overall evaluation score based on the criteria stated herein, which includes, but is not limited to:

- Customer Service focus, metrics, training.
- Proven track record.
- Ability to meet or exceed scope of services.
- References.
- Fee Proposal.

All proposals received in accordance with this RFP will be reviewed and evaluated. Incomplete proposals and proposals that do not meet the minimum requirements in the discretion of Corporation including, but not limited to, conflicts of interest, will be rejected.

Proposers may be requested by the Corporation to clarify contents of their proposals. Other than to provide such information as may be requested by the Corporation including, but not limited to, best and final offers, no proposer will be allowed to alter its proposal or add new information after the final submission date and time.

4. Scope of Services

4.1 Scope of Services – Technical Services

WMCHHealth's primary business objective is to obtain proposals from qualified vendors to provide comprehensive, standardized, and scalable Technical Services across the WMCHHealth Network.

4.1.1 Network Objective

The scope includes support for the following entities:

- Westchester Medical Center – Valhalla
- MidHudson Regional Hospital
- Bon Secours Charity Health System (Good Samaritan, Bon Secours Community, and St. Anthony's)
- HealthAlliance Hospital

The selected vendor must demonstrate the ability to support a multi-entity healthcare system while delivering:

- Consistent service levels across all sites
- High availability and performance
- Regulatory and security compliance
- Measurable operational outcomes
- Scalable and cost-effective solutions

4.1.2 Service Tower Structure

1. Application Management Services (AMS)
2. AMS – Enhancement Services
3. Helpdesk – Technical Service Desk (TSD)
4. Helpdesk – Clinical Service Desk (CSD)
5. Desktop & Digital Workplace Services
6. Infrastructure & Network Services
7. Security Services
8. Service Management & Governance

WMCHHealth reserves the right to award services by tower, by entity, or in whole.

4.1.3 Technical Services Summary

Application Management

- Incident, problem, and release management
- Application performance monitoring
- Configuration and lifecycle management

Enhancement Services

- Enhancement intake and prioritization
- Minor development and configuration changes
- Testing and deployment coordination

Service Desk Support

- Centralized ticket intake
- Clinical and technical troubleshooting
- Escalation management
- SLA-based reporting

Desktop & Digital Workplace

- Device provisioning and lifecycle management
- Remote support services
- VDI support

Infrastructure & Network (Tier 2 & Tier 3)

- Server, storage, and database support
- Network operations and monitoring
- Disaster recovery coordination

Security Services

- Identity and access management

- Security monitoring coordination
- Compliance support

Service Management & Governance

- ServiceNow, SailPoint, LogicMonitor, and similar tools
- ITSM framework
- Monitoring services
- Contact center integration
- ITIL-aligned processes
- KPI dashboards and reporting
- Privileged Access Management (PAM)
- Identity Governance and Administration (IGA)
- Executive governance meetings
- Continuous improvement planning

4.2 Epic Implementation Services

In addition to Technical Services, WMCHHealth is seeking proposals from qualified vendors to provide comprehensive Epic Implementation Services to support planning, build, activation, and post-go-live optimization across the WMCHHealth Network.

4.2.1 Target Timeline

- April 2026 – Project Kickoff
- June 2026 – Targeted EPIC Training Dates
- September 2026 – Build Phase Begins
- End of 2027 – Go-Live

4.2.2 Implementation & Build

- Epic-certified project leadership and analysts
- Workflow design and validation
- Integrated testing coordination
- Interface and reporting build support
- Data conversion planning
- Option for contract-to-hire resources
- Training coordination
- Technical Dress Rehearsal (TDR) planning
- At-the-elbow support planning

4.2.3 Staffing and Resource Requirements

- Epic-certified application analysts
- Program Directors and Project Managers
- Data conversion specialists
- Testing and validation resources
- Clear certification validation process
- Defined onsite vs. remote staffing model
- Demonstrated scalability framework

4.2.4 Governance and Reporting

- Executive steering committee participation
- Weekly and monthly reporting cadence
- Risk and issue tracking

- Budget and resource utilization reporting
- Continuous improvement framework

Post-Implementation & Optimization

- Stabilization support
- Workflow performance improvement
- Revenue cycle optimization
- KPI reporting and executive dashboards

4.2.5 4.B.6 Go-Live Readiness, Technical Dress Rehearsal (TDR), and Surge Staffing Requirements

WMCHHealth requires a comprehensive, scalable, and structured approach to Epic go-live readiness, including Technical Dress Rehearsal (TDR) and At-The-Elbow (ATE) surge staffing support for a Big Bang activation model.

Contract-to-Hire Option (Build Phase)

- Conversion of high-performing consultants into WMCHHealth employees
- Formal knowledge transfer requirements
- Defined transition timelines and cost structures

Technical Dress Rehearsal (TDR)

- Dedicated TDR team independent from build analysts
- Detailed TDR project plan and staffing model
- Full cutover simulation including interfaces and data conversion validation
- Clinical and revenue cycle workflow simulations
- Executive readiness reporting

At-The-Elbow (ATE) Support – Big Bang Surge Model

- Defined staffing ratios
- 24x7 coverage including nights and weekends
- Super user integration framework
- Escalation pathways
- Replacement guarantee for underperforming resources

Four-Week Surge Ramp-Down Model

- Week 1 – Maximum staffing presence
- Week 2 – Reduced staffing based on stabilization metrics
- Week 3 – Further reduction contingent upon issue volume
- Week 4 – Transition to stabilization support

Vendor Experience & References

- Three comparable Big Bang Epic go-live references
- Staffing volumes deployed
- Duration of TDR and ATE efforts
- Reference contacts

See Volume in the table below and Responsibility Matrix in Attachment H

Technology/Track	Subtrack	Volume
EPM	Desktop/Laptop	10,000
	Mobile Devices	5,000

	MacOS	5
UCC	Mailboxes	17,000
	Users	17,000
VDI	Citrix	820
	Horizon	1,500
	Thin Client	3,000
ITAM	EUC HAM	16,000
	DC Ham	4,500
CSD	Cerner/EPIC	2,550
	Patient Portal	-
TSD	Helpdesk	11,000
Servers	Windows	925
	Linux	176
	ESXi Hosts	36
Storage	Storage TB Total	2,800
Networks	Devices	3,300
Security	IAM Users	12,000
	Active Directory	19,300

Proposals may include any or all of the above services.

5. Administrative Information

5.1 Reservation of Rights

The Corporation reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the agency’s sole discretion;
- Make an award under the RFP in whole or in part;
- Pursue any or all of the services described herein from alternate sources;
- Disqualify a proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer’s proposal and/or to determine a proposer’s compliance with the RFP requirements;
- Prior to the opening of proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available;
- Prior to the opening of proposals, direct proposers to submit proposal modifications addressing subsequent amendments or addenda to the RFP;
- Change any date set forth in this RFP;
- Waive any informalities or any non-material requirements of the RFP;
- Negotiate with the successful proposer within the scope of the RFP in the best interests of the Corporation;
- Require proposers to submit best and final offers (“BAFOs”);

- Award contracts to more than one successful proposer;
- Negotiate with selected proposers prior to contract award;
- Make any payment contingent upon the submission of specific deliverables; and
- Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

5.2 Confidentiality of Proposals

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the proposer. Proposers must provide specific justification as to why disclosure of particular information in the proposal would cause substantial injury to the competitive position of the proposer.

Properly identified information that has been designated confidential, trade secret, or proprietary by the proposer will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. In the event that the Corporation determines that the law requires that confidential information be disclosed, the Corporation will notify the proposer so that it may take whatever steps it deems appropriate.

5.3 Non-Discrimination and MWBE Policy

It is the policy of the Corporation to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or and marital status and to encourage the meaningful and significant participation at all levels (proposer, Subcontractor, Suppliers and others) for business enterprises owned by persons of color and women – Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

The proposer is encouraged to use its good faith efforts to encourage, promote, and increase participation of MWBEs in the services sought by this RFP and to efficiently and effectively monitor such participation in accordance with WMCHHealth’s procurement policy.

6. Contract Overview

6.1 Contracting Parties

Three WMCHHealth entities will be the ultimate contracting parties in agreements with the successful proposer(s) resulting from this RFP - Westchester County Health Care Corporation d/b/a Westchester Medical Center (WMC), Bon Secours Charity Health System, Inc., and HealthAlliance of the Hudson Valley (HAHV). The WMC contract will provide for performance of Services for WMCValhalla and MidHudson Regional Hospital. The BSCHS contract will provide for performance of Services for Good Samaritan Hospital, Bon Secours Community Hospital and St. Anthony Community Hospital. The HAHV contract will provide for performance of Services for HealthAlliance – Broadway Campus.

6.2 Contract Provisions

The contract will incorporate provisions of this RFP and portions of the successful proposal to which the Corporation agrees. The contract will be on Corporation’s standard contract form, which will include the Corporation’s Standard Terms and Conditions set forth in **Attachment A** and Corporation’s Travel and Expense Policy for Vendors as set forth in **Attachment B**, and any applicable riders or other information deemed appropriate by the Corporation. The properly executed contract shall supersede all proposals, whether written or oral, and any and all negotiations, conversations, and discussions prior to execution of the contract.

Final contracts executed pursuant to this RFP shall be subject to Corporation’s purchasing policies and procedures and the review and approval of Corporation’s Office of Legal Affairs.

6.3 Acceptance of Terms and Conditions

Vendor must acknowledge that it has read the Corporation’s Standard Terms and Conditions, as set forth in **Attachment A**, and that it understands and agrees to be bound by the same, with noted exceptions. Vendor must provide a separate document of exceptions, if any, taken to the Corporation’s Standard Terms and Conditions. Each exception must reference a specific numbered paragraph of the Standard Terms and Conditions. Vendor shall state a proposed alternative to each exception taken when stating that the term or condition is “unacceptable.” **Any exceptions to Corporation’s Standard Terms and Conditions may disqualify a vendor’s proposal.**

6.4 Disposition of Proposals

All proposals received by the due date become the property of the Corporation and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become public record. Any proposals received after the due date will be returned to the proposer unopened.

WMCHHealth Definitions and Standard Terms and Conditions

ARTICLE I DEFINITIONS

- 1.1. Agreement. "Agreement" shall mean the written agreement between the Corporation and the successful proposer, if any, awarded a contract to develop and implement the Services sought by this RFP.
- 1.2. Corporation. "Corporation" shall mean the corporate entity entering the Agreement with Vendor (*i.e.*, Westchester Medical Center or Bon Secours Charity Health System, Inc.).
- 1.3. Services. "Services" shall mean the Professional First Impression Services as may be offered by Vendor to the Corporation as part of a proposal submitted in response to this RFP.
- 1.4. Vendor Representative. "Vendor Representative" shall mean all employees, Vendors, agents, subcontractors or representatives of Vendor providing Services on behalf of Vendor at any Corporation site.

ARTICLE II SERVICES AND PAYMENT

- 2.1. Services. All Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. Vendor warrants to the Corporation that any Services performed and any materials used by Vendor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Vendor at its sole expense.
- 2.2. Conduct. All Vendor Representatives shall, at all times while present at the Corporation campus, comply with Corporation's rules and regulations and the lawful directives of Corporation's security personnel and Corporation's administration. Vendor Representatives shall, at all times while present at the Corporation campus, conduct themselves in accordance with Corporation's Policies and Procedures, including the Corporation's Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The Vendor shall promptly remove from the Corporation campus any Vendor Representative whose conduct the Corporation reasonably determines to be objectionable.
- 2.3. Ownership of Records. All records compiled by Vendor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the Corporation. Vendor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.
- 2.4. Payment Terms. Corporation shall pay all properly submitted and undisputed invoices for the Services within ninety (90) days from the date Corporation receives an invoice. All invoices must reference the Contract Number and are to be addressed to Corporation, at the Corporation address provided in each purchase order, to the Attention of the Accounts Payable Department.
- 2.5. Interest and Other Charges. Any references in any Vendor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 2.6. Taxes. Corporation and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes). Upon request, Corporation will furnish evidence of such tax-exemption. Corporation shall not be charged or subject to, and shall not pay, any tax, tariff, duty, cost or expense imposed by any taxing authority outside the United States of America and any such tax, tariff, duty, cost, or expense shall be the sole responsibility of the Vendor.

ARTICLE III TERM AND TERMINATION

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for a period of (1) year and shall automatically renew for four (4) one (1) year periods, unless earlier terminated in accordance

with this Article III.

- 3.2. Termination for Cause. Either Vendor or Corporation shall have the right to immediately terminate the Agreement in its entirety in the event of a material breach of the terms of the Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the breach.
- 3.3. Termination Without Cause. Either Vendor or Corporation shall have the right to terminate the Agreement in its entirety without cause by providing the other Party at least sixty (60) days prior written notice.
- 3.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party's property or business, the Agreement may be terminated, at the other Party's option, without liability hereunder.
- 3.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.
- 3.6. Disruption of Patient Care. Notwithstanding the foregoing or any other Agreement between the Parties, if Vendor terminates the Agreement or any provision hereof and such termination, based on the reasonable, good faith determination of Corporation, would likely result in the disruption of patient care, upon written notice from Corporation as to such likely disruption, Vendor shall continue to provide the Services purchased hereunder and receive compensation, as specified in the Agreement or applicable purchase order and in accordance with Article II hereof, until Corporation has secured an alternate supplier of comparable or substantially similar goods, but in no event shall such continued provision of the Services exceed a period of one hundred and twenty (120) days from Vendor's receipt of Corporation's notice.

ARTICLE IV GENERAL PROVISIONS

- 4.1. Confidentiality. For purposes of this Section 4.1 "Confidential Information" shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Vendor or Corporation.
 - 4.1.1. In performing their respective obligations under the Agreement, the Vendor and Corporation may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting the Vendor and Corporation to have access to each other's Confidential Information, during the term of the Agreement, the Vendor and Corporation agree that they will not disclose to any third party any Confidential Information of the other Party, except as provided in Section 4.1.3, without the other Party's prior written consent. The Vendor and Corporation shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or Vendors hired by such Party in the ordinary course, to the extent that their duties, requirements, or contract for services require such disclosure, and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.
 - 4.1.2. The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party's Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 4.1.2 shall not apply to "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.
 - 4.1.3. If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.

- 4.2. Disclosure of Protected Health Information (PHI). If the transaction involves any disclosure of PHI to the Vendor, and the Vendor is determined to be a Business Associate (as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Part 160 and 164), the Vendor will execute a Corporation Business Associate Agreement.
- 4.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that Vendor has contracted to provide, or Corporation has contracted to purchase, the Services that are the subject of the Agreement.
- 4.4. Publicity and Trademarks. Each Party will not, and will cause its affiliates not to, use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.
- 4.5. Financing Statements. The Vendor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of Corporation or such filing is for notification purposes with respect to custodial or other arrangements not intended as a secured transaction in which case such financing statements must expressly state: "This financing statement is filed for notice purposes only and the filing thereof shall not be deemed to create, or to constitute evidence of, a security interest under the Uniform Commercial Code."
- 4.6. Safe Harbor Discount. Each Party agrees to comply at all times with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the Vendor's obligation to report and disclose discounts, rebates, and other reductions to Services purchased under the Agreement. Where a discount or other reduction in price of the Services is applicable, the Vendor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, the Vendor will satisfy any and all requirements imposed on sellers by the safe harbor and Corporation will satisfy any and all requirements imposed on buyers by the safe harbor.
- 4.7. Government Health Program Participation. Each Party represents that it has not been excluded from participating in any "federal health care program," as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. If either Party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of the Agreement, such Party will notify the other Party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either Party may terminate the Agreement effective upon written notice to the other Party.
- 4.8. Debarment. The Vendor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; the Vendor has conducted a search of the Excluded Parties List System on the System for Award Management website (<https://www.sam.gov/portal/SAM/#1>) and has attached to this Agreement a print out of a "no search results", indicating that Vendor has not been identified on the Excluded Parties List System (EPLS); and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The Vendor shall promptly notify Corporation, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which Corporation may terminate the Agreement pursuant to Article III. For purposes of this Section 4.8, the Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term "Vendor", for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).
- 4.9. Personal Inducements. The Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of the Vendor to Corporation or the New York Medical College or any physician or physician practice privileged or affiliated with either of them and/or the employees, officers, or directors of any of the foregoing and their immediate family members as an inducement to purchase or to influence the purchase

of Services by Corporation from the Vendor. In addition to any other remedy to which Corporation may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and warranty, Corporation, at its option, may declare any agreement between the Vendor and Corporation null and void.

- 4.10. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws. The Vendor further warrants that all Services purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. The Vendor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The Vendor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the Vendor's performance hereunder, the Vendor will promptly notify Corporation in writing of the receipt of such notice and the nature of such notice.
- 4.11. Labor Laws. For any Services subject to the requirements of Articles 9 of the New York State Labor Law, building service employees in the employ of Vendor, subcontractors, or other persons doing or contracting to do the whole or a part of the Services hereunder, shall be paid the prevailing wage rates and mandatory supplements (including, but not limited to, health, welfare, non-occupational disability, retirement vacation benefits, holiday pay, life insurance and apprenticeship training) required by such law.
- 4.12. Access to Books and Records. To the extent required by law, Corporation and Vendor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vendor further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, the Vendor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the Vendor that are necessary to verify the nature and extent of the costs charged to Corporation hereunder. The Vendor further agrees that if Vendor carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.
- 4.13. Dispute Resolution. Upon the agreement of both Parties, any dispute as to the performance of a Party's obligations under the Agreement or any related matter may be referred to non-binding mediation by a neutral third party, the rules and procedures of which shall be mutually agreed to by the Parties. Nothing in this paragraph shall be construed to prevent or delay either Party from exercising, at any time, any and all legal rights available to it in a court of competent jurisdiction. No offer, finding, action, inaction or recommendation made or taken in or as a result of mediation shall be considered for any purpose as an admission of a Party, nor shall it be offered or entered into evidence in any legal proceeding.
- 4.14. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to the Agreement.
- 4.15. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 4.16. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising

from the Agreement, including but not limited to damages for loss of future business and/or lost profits. This provision shall not apply to claims raised by third parties against the Vendor or Corporation, or, to claims in which either Party joins the other as a third party defendant. Notwithstanding the foregoing limitations or anything in this Agreement to the contrary, this section shall not apply to (a) a party's obligations of indemnification as further described in this Agreement; (b) a party's breach of its obligations of confidentiality as further described in this Agreement; (c) damages caused by a party's willful misconduct; or (d) claims raised by third parties against Vendor or the Corporation, or, to claims in which either Party joins the other as a third party defendant.

- 4.17. Insurance. The Vendor will maintain general public liability insurance against any insurable claims as set forth in Schedule B-1 attached hereto.
- 4.18. Indemnity.
- 4.18.1. Indemnification by Vendor. Vendor agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or willful misconduct of the Corporation, Vendor shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the negligence or willful misconduct hereunder by Vendor or third parties under the direction or control of Vendor.
- 4.1.1. Indemnification by Corporation. To the extent permitted by law, the Corporation agrees that, except for the amount, if any, of damage contributed to, caused by or resulting from the negligence or willful misconduct of Vendor, the Corporation shall defend, indemnify and hold harmless the Corporation, its officers, employees and agents from and against any and all liability, damages, claims, demands, costs, judgments, fees, reasonable attorneys' fees or loss arising directly or indirectly out of the negligence or willful misconduct hereunder by the Corporation or third parties under the direction or control of the Corporation.
- 4.1.2. Consent to Settlement. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.
- 4.2. Representative Access. Corporation reserves the right to require and Vendor shall upon the request of Corporation ensure that any Vendor Representative that will have access to clinical areas of Corporation's facility shall undergo a pre-placement assessment of health status to make certain that they are free from health impairment which is of potential risk to patients and personnel as indicated by a recorded medical history, physical examination, immunizations and laboratory testing.
- 4.3. Background Check. Vendor further agrees that all Vendor Representatives assigned to Corporation hereunder will be subject to a background check substantially similar to the inquiries made by the Corporation with respect to its own employees and that the Corporation has the right to deny any Vendor Representative access to its facilities based on the results of such inquiry.
- 4.4. Conflicts of Interest. The Vendor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, Corporation has a financial interest in the Vendor. The Vendor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, Corporation has a financial interest in the Vendor, Vendor shall promptly disclose that financial interest to Corporation in writing. To the extent that a financial interest is disclosed by Vendor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, Corporation, at its option, may declare any agreement between the Vendor and Corporation null and void.
- 4.4.1. Financial Interest. For purposes of this Section, the term "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Vendor whether or not remuneration is received for such service; or (d) an ownership interest in Vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not

be deemed to have a financial interest for the purposes of this Section.

- 4.5. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.
- 4.6. Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party's reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay. Notwithstanding the foregoing, if a force majeure event is claimed by either Party and such event continues for more than fifteen (15) business days, either Party shall have the right and option to terminate the Agreement
- 4.7. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties concerning the subject matter of the Agreement. The terms of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.
- 4.8. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 4.9. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other Party. Any purported assignment in violation of this section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e. an entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.
- 4.10. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.
- 4.11. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.
- 4.12. Other Contractual Obligations. Each Party represents that it is not prohibited from entering into, or performing its obligations under, the Agreement by the terms of any other agreement.
- 4.13. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of the Amendment and its counterparts including facsimile or PDF signatures of the Parties.

SCHEDULE B-1

INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the Vendor shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to Corporation's approval. The policies or certificates thereof shall provide that Corporation shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name Vendor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Vendor to obtain and maintain any insurance required hereunder shall not relieve the Vendor from any of its obligations hereunder, including but not limited to indemnification, or from any Vendor liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which Vendor may be liable are filed against either Party, and if such claims exceed the coverage amounts required herein, Corporation may withhold such excess amount from payment due to Vendor until the Vendor furnishes additional security covering such claims in a form satisfactory to the Corporation.
2. The Vendor shall provide proof of the following coverage:
 - (a) Workers' Compensation. Vendor shall provide to Corporation a certificate form C-105.2 or State Fund Insurance Company form U-26.3 as proof of compliance with the New York State Workers' Compensation Law, and State Workers' Compensation Board form DB-120.1 as proof of compliance with the New York State Disability Benefits Law, provided, however, that if Vendor is self-insured for Worker's Compensation and/or Disability coverage, a New York State Workers' Compensation Board certificate evidencing such fact. Location of operation shall be "All locations in Westchester County, New York."
 - (b) Employer's liability insurance with a minimum limit of \$100,000.
 - (c) General liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the Westchester Medical Center as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:
 - (i) Premises - Operations.
 - (ii) Broad Form Contractual.
 - (iii) Independent Contractor and Sub-Contractor.
 - (iv) Products and Completed Operations.
 - (d) Professional liability insurance ("acts and omissions") on an occurrence basis covering the Vendor and its employees and agents, with minimum limits of \$1,300,000 per occurrence, \$3,900,000 in the aggregate.
 - (e) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000. This insurance shall include the following coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles.
3. All policies and certificates of insurance required herein shall provide that:
 - (a) The insurer, or Vendor if it is self-insured, shall have no right to recovery or subrogation against the Corporation (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the insurance.
 - (b) The insurer, or Vendor if it is self-insured, shall have no recourse against the Corporation (including its employees or agents) for payment of any premiums or for assessments under the policy.
 - (c) Vendor assumes responsibility, and is solely at risk for, any and all deductibles.
 - (d) The clause "other insurance provisions" shall not apply to the Corporation.

Travel and Expense Policy for Vendors

POLICY

It is the policy of Westchester Medical Center (WMC) to reimburse certain vendors for out-of-pocket expenses related to:

- a. services provided to the Medical Center
- b. expenses while on official Medical Center business

The obligation of WMC to reimburse such expenses shall be considered by WMC only if:

- a. an executed contract exists between the vendor submitting such expenses and WMC, and such contract references said expenses.
- b. submitted reimbursement claims comply with this policy.

PURPOSE

To provide a mechanism for vendors who do business with WMC to be appropriately reimbursed for travel and expenses as it relates to WMC.

SCOPE

This policy applies to all vendors and contractors of Westchester Medical Center.

DEFINITIONS

None

POLICY AUTHOR

Senior Vice President of Finance

Senior Vice President of Compliance

RELATED POLICIES

None

PROCEDURE

- For air travel, reimbursement will be at the fares nonrefundable coach fare.
- The use of personal vehicles for travels less than ninety (90) miles from the Medical Center shall not be reimbursed.
- Lodging costs shall be moderate in nature. (Use Corporate discounts when available)
- The Medical Center shall reimburse for only one (1) rented vehicle, including fuel and toll costs, with the exceptions as noted below. Luxury vehicles are not permitted.
- If four or more individuals from the same concern are providing services, the Medical Center shall reimburse one mid-size vehicle for each group of four (4).
- The Medical Center requires valid receipts for all submitted expenses.
- All meals and incidentals will be reimbursed at a flat rate of \$60.00 per day. No receipts are required.

The Medical Center shall not provide payment for the following;

- Gratuities in excess of twenty per cent (20%).
- Alcohol charges.
- Personal expenses including laundry, dry cleaning, phone expenses, "mini bar" costs, etc.
- Phone expenses, routine office expenses, including, but not limited to, photocopying and document preparation expenses, computer costs or upgrades, postage, fax or courier costs.

- Submitted expenses where the business purpose and the personnel attending are not clearly indicated.
- Expenses related to non-Medical Center services, including those costs incurred by spouses or traveling companions.
- Any expense submitted without a valid receipt.

In the event of an emergency or the individual cannot reasonably obtain preapproval for travel and related costs, it is expected that all such expenses shall comply with this policy.

The Medical Center reserves the right to reject any submitted expense that it reasonably determines does not comply with this policy.

Claims for Reimbursement of Amounts Paid to Third Parties

If a reimbursement sought is for charges paid to a third party, such claim shall be accompanied by a receipt or other proper evidence sufficient to establish that such amounts have actually been paid and such other evidence to establish the reasonableness and basis for such charges and that such charges comply with this policy. In all cases where such third party payments are subject to any rebate, discount or refund the vendor shall immediately issue a credit advice to WCHCC against any amounts owed by WCHCC to the vendor for its proportionate share of such rebate, discount or refund or if no amounts are then due and owing, then, in that event, the vendor shall immediately pay over to WCHCC the amount of any such rebate, discount or refund. Such rebates, refunds and discounts shall be due to WCHCC when earned by the vendor. This provision shall not be construed to include frequent flyer miles or other benefits to the extent they are credited for the benefit of individual employees assigned to the engagement by the vendor.

Right to Audit

All agreements which provide for vendors of goods and services and contractors to make a separately stated claim for reimbursement of reasonable out of pocket expenses, expenses incurred in the production of identifiable deliverables or payments to third parties shall also provide that WCHCC shall have the right, at its own cost and expense, to audit the books and records of such entities which are reasonably pertinent to the amounts claimed by such entity, at any time during the term of the Agreement or for a period of up to twelve (12) months following the expiration or other termination of the agreement.

EFFECTIVENESS

This policy shall be effective immediately and shall remain in effect until rescinded or modified.

Senior Vice-President Finance

SEVP, Chief Operating Officer/Chief Financial Officer

President and Chief Executive Officer

Vendor Debarment/Exclusion Questionnaire

1. Are you or your company or any of its employees currently ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes ____* No ____

* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

2. Have you or your company or any of its employees been convicted of any of the following offenses: program-related crimes, crime relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes ____* No ____

* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

3. If you furnish products/goods/services from other vendors/contractors, do you verify with them at the time of contracting that neither the company nor any of its employees is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes ____ No ____*

* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of Excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

4. If you furnish products/goods/services from other vendors/contractors, do you verify with them that neither the company nor any of its employees has been convicted of any of the following offenses: program-related crimes, crimes relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes ____ No ____*

* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

Disclosure of Prior Non-Responsibility Determinations

NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

As a public benefit corporation, Westchester Medical Center, as operator of Westchester Medical Center, is obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law § 139-k, a proposer must be asked to disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity¹ due to: (a) a violation of New York State Finance Law § 139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. This form is to be completed and submitted by the individual or entity seeking to enter into a contract pursuant to this Request for Proposals.

Name of Proposer: _____

Proposer Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the contract awarded in connection with this procurement in the previous four (4) years?

Yes__

No__

If yes, please answer the following questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

Yes__

No__

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes__

No__

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below:

¹ "Governmental entity" means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the State of New York, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) a public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the New York State Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

Signature: _____

State Finance Law Affirmation
NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

The proposer hereby affirms that:

1. The proposer understands and agrees to comply with the procedures of Corporation, relating to restricted communications during the procurement process as required by New York State Finance Law §§ 139-j(3) and 139(j)(6)(b); and
2. All information provided to Corporation by proposer in response to this RFP, including but not limited to information concerning compliance with New York State Finance Law § 139–j and § 139–k, is complete, true, and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

Proposer Name: _____

Proposer Address: _____

M/WBE and EEO Compliance Documentation Forms

Name of Proposer: _____

RFP #: _____

A. MINORITY/WOMEN'S BUSINESS QUESTIONS

As part of the Corporation's program to encourage the participation of minority/women's business, we request that you answer the questions listed below. If you do not respond, we will assume that you do not wish to be considered as a minority/women's business.

A minority business enterprise is defined as a business of which 51% or more is owned by minorities or, in the case of a publicly owned business, 51% or more of the voting power in shares of the corporation is owned by minorities. Minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A women owned business enterprise is defined as a business in which women own at least 51% of the firm, or in the case of a publicly owned business, at least 51% of the stock is owned by citizens or permanent resident aliens who are women.

QUESTIONS:

1. Are you a minority owned business: Yes _____ No _____

If yes, what is your minority group(s)?

Answer: _____

2. Are you a women owned business: Yes _____ No _____

3. If you answered yes to numbers 1 or 2, what percentage of ownership or voting authority of your business is held by members of a minority group or women?

Answer: _____

4. Please identify by name, the minority or women owners of your business and ownership percentage of each.

Diversity Practices Questionnaire

I, _____, as _____ (title) of _____ firm or company (hereafter referred to as the company), swear and/or affirm under penalty of perjury that the answers submitted to the following questions are complete and accurate to the best of my knowledge:

1. Does your company have a Chief Diversity Officer or other individual who is tasked with supplier diversity initiatives? Yes or No

If Yes, provide the name, title, description of duties, and evidence of initiatives performed by this individual or individuals.

2. What percentage of your company's gross revenues (from your prior fiscal year) was paid to New York State certified minority and/or women-owned business enterprises as subcontractors, suppliers, joint-venturers, partners or other similar arrangement for the provision of goods or services to your company's clients or customers?

3. What percentage of your company's overhead (i.e. those expenditures that are not directly related to the provision of goods or services to your company's clients or customers) or non-contract-related expenses (from your prior fiscal year) was paid to New York State certified minority- and women-owned business enterprises as suppliers/contractors?²

4. Does your company provide technical training³ to minority- and women-owned business enterprises? Yes or No

If Yes, provide a description of such training which should include, but not be limited to, the date the program was initiated, the names and the number of minority- and women-owned business enterprises participating in such training, the number of years such training has been offered and the number of hours per year for which such training occurs.

5. Is your company participating in a government approved minority- and women-owned business enterprise mentor-protégé program?

If Yes, identify the governmental mentoring program in which your company participates and provide evidence demonstrating the extent of your company's commitment to the governmental mentoring program.

6. Does your company include specific quantitative goals for the utilization of minority- and women-owned business enterprises in its non-government procurements? Yes or No

If Yes, provide a description of such non-government procurements (including time period, goal, scope and dollar amount) and indicate the percentage of the goals that were attained.

7. Does your company have a formal minority- and women-owned business enterprise supplier diversity program? Yes or No

If Yes, provide documentation of program activities and a copy of policy or program materials.

8. Does your company plan to enter into partnering or subcontracting agreements with New York State certified minority- and women-owned business enterprises if selected as the successful respondent? Yes or No If Yes, complete an Utilization Plan (Form Available Upon Request)

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

² Do not include onsite project overhead.

³ Technical training is the process of teaching employees how to more accurately and thoroughly perform the technical components of their jobs. Training can include technology applications, products, sales and service tactics, and more. Technical skills are job-specific as opposed to soft skills, which are transferable.

Name of Business

Address

City, State, Zip

Responsibility Matrix

No.	Vendor DATA Transition Service	Vendor	WMCHHealth
1	Prepare transition plan	X	
2	Establishing network connectivity to Vendor DATA location		X
3	System access provisioning to Vendor DATA team by start of transition.		X
4	Provide access to the ITSM tool for authorized Vendor DATA users.	X	
5	Provide existing WMCHHealth service management process documentation		X
6	Provide the list of users who need the ITSM tool from Customer Side		X
7	Key WMCHHealth/WMCHHealth Incumbent supplier IT resources shall be made available during Transition.		X
No.	Governance and service management related activities	Vendor	WMCHHealth
1	Establish transition governance	X	
2	Establish application maintenance service management governance	X	
3	Provide Vendor DATA with applicable WMCHHealth IT governance policies, operational processes, controls and procedures including the IT Change management approval process.		X
4	Define Vendor DATA and WMCHHealth support contacts, on call contacts and escalation lists	X	
5	Update the Application Maintenance Handbook, as necessary	X	
6	Providing infrastructure for AI Tools (HUGO, AskGen) Hosting and supporting connectivity and access by the start of transition		X
7	Implementation of AI Tools (HUGO, AskGen) at WMCHHealth environment.	X	
No.	Knowledge Transfer	Vendor	WMCHHealth
1	Identify the transition lead and individual subject matter experts (SMEs) for each function from the WMCHHealth team		X
2	Provide training and knowledge transfer, existing documentation from existing WMCHHealth/incumbent supplier team to Vendor DATA support team		X
3	Provide Approved Client Specifications (application documentation)		X
No.	Level 2 Support - Incident resolution	Vendor	WMCHHealth

1	Acknowledge tickets assigned to Vendor DATA queue in the ITSM Tool	X	
2	Validate the category, priority and assignment of the ticket.	X	
3	Reclassify, reprioritize and/or reassign as required	X	
4	Update Incident tickets with accurate configured items, issue and resolution categories, analysis notes, and resolution description	X	
5	Follow the Client's Change Management process to create, document and schedule change requests for the remediation of incidents	X	
6	Coordinate Incident escalation within Client escalation chain	X	
7	Ensure the availability of WMCHHealth and WMCHHealth third party/supplier resources required for ticket remediation and resolution		X
8	Create problem ticket in the ITSM tool	X	
9	If applicable, perform UAT of the ticket resolution in accordance with the Application Maintenance Handbook.		X
No	Level 3 Support (Problem Management and bug fix)	Vendor	WMCHHealth
1	Create problem ticket in the ITSM tool	X	
2	Conduct root cause analysis for recurring issues	X	
3	Follow the Client's Change Management process to create, document and schedule change requests for the remediation of problems.	X	
4	Resolve the Problem in accordance with the Approved Client Specifications	X	
5	Provide support for debugging and resolution of Incident / Problem	X	
6	Log any Problem solutions that are considered Enhancements in the Enhancement product backlog		X
7	Perform the configuration activities needed to update the application and resolve the Problem in accordance with the Approved Client Specifications	X	
8	Perform unit testing on application changes to resolve a Problem against the Approved Client Specifications	X	
9	Make available WMCHHealth and WMCHHealth third party/vendor resources requested for root cause analysis support and remediation activities		X
10	Provide appropriate test data for ticket remediation and support Vendor DATA in the recreation of issues in the respective application's non-production environments		X

11	Perform testing and performance validation of WMCHHealth's and WMCHHealth third party vendor upstream and downstream applications interfacing with the in-scope applications prior to being implemented in production		X
12	Perform applicable user acceptance test (UAT) for the problem resolution against the Approved Client Specifications, in accordance with the Application Maintenance Handbook		X
13	Approve the deployment of the changes (Incident / Problem resolution) to production		X
14	Maintain applicable and relevant application documentation	X	
15	Ensure knowledge transfer of all remediation deployed by WMCHHealth		X
16	Perform Validation and sign off all Problem remediation		X
No.	Other Roles & Responsibilities	Vendor	WMCHHealth
1	Use commercially reasonable efforts to progress unresolved (backlog) tickets as of the Assumption of Service date (Steady state) using existing staff allocated to the AMS team.	X	
2	Provide Supplier and Supplier representatives with all necessary forms of electronic access (system/server/network/databases etc.) and software licenses necessary to perform the Services.		X
3	Handling any breaches in SLA targets (incident resolution or task fulfillment) due to 3rd party involvement (any interfacing system side fix for example) or 3rd party intervention (product related issues).		X
4	Work with Supplier to establish network connectivity between Client environment and Supplier office location/s.		X
5	Provide SPOC (Single point of contact) and SME (Subject matter Experts) for each In-Scope Application.		X
6	Ensure adequate participation of other third-party entities and individuals (if any required) who would be involved in resolving any issues or problems and who will provide quality and timeliness of such resolutions.		X
7	Transition to EPIC and support for EPIC		X
8	Migration to Workday or EPIC		X
9	Workday application Support		X
10	Development projects: development / customization / configuration / testing / rollout of any application for efforts that is >40 hrs. per project.		X
11	Provide Software licenses, certificates		X

12	Performance, load and security testing of the Applications		X
13	All environments set up including development environment set up by start of transition		X
14	Organization Change Management (OCM) activities		X
SailPoint ISC			
No.	Implementation task	Vendor	WMCHHealth
1	Providing the SPOC from WMC, who will coordinate and manage all dependencies from WMC stakeholders during the IGA Implementation		X
2	IGA license procurement, ownership, and maintenance	X	
3	Share pre-requisites for setup of SailPoint ISC solution	X	
4	Develop project plan for ISC progress report sheet	X	
5	Share pilot user details		X
6	Design and architecture for SailPoint ISC	X	
7	Setup SailPoint ISC environment (Dev/test, prod)	X	
8	Workshop with WMC stakeholder(s) to gather and assess the environment details, requirements, application details and use-cases	X	
9	Make available SMEs, as requested by Vendor, to assist with requirements gathering activities for users and in-scope applications		X
10	Integrate 5 birthright applications on SailPoint ISC which are out of the box supported	X	
11	Onboarding internal users and configure policies and workflows	X	
12	Configure access certification policies and standard reporting configuration	X	
13	Testing and troubleshooting post configuration of use-cases, application onboarding and fixing any issues	X	
14	User acceptance testing (UAT)		X
15	User communications within WMC and organizational change management		X
16	Assist in User acceptance testing (UAT)	X	
17	Creating documentation (SOPs, Runbooks and training materials)	X	
18	Handover to steady state team	X	
CyberArk Privilege Cloud			
No.	Implementation task	Vendor	WMCHHealth
1	Procurement and maintenance of licenses from CyberArk	X	

2	Installation and configuration of PAM licenses as per project plan	X	
3	Troubleshooting and monitoring utilization matrix of PAM licenses	X	
4	Hardware, OS, Third party apps, MS CAL license, procurement, availability, and ownership		X
5	Requirement Validation	X	
6	Request for all pre-requisites (hardware, firewall ports, storage, etc.)	X	
7	Fulfillment of pre-requisites		X
8	User access matrix creation		X
9	Creation of detailed project plan	X	
10	Deployment architecture, HLD, LLD	X	
11	Approval of deployment architecture, HLD, LLD		X
13	Runbook, Standard Operating Procedure (SOP) Documentation update	X	
14	End user training	X	
15	User communication (WMC side)		X
16	User Acceptance Testing		X
17	Assist in User Acceptance Testing	X	
18	Approval and Signoff		X
19	Handover to Steady State team	X	
Active Directory			
No.	Task	Vendor	WMCHealth
1	Perform AD Forest schema health checks	X	
2	Manage the configuration of the Schema Master Flexible Single Master Operation (FSMO) role	X	
3	Manage the configuration of the domain naming master FSMO role	X	
4	Address domain controller vulnerabilities that can be remediated via Group Policy	X	
5	Maintain domain functional level at mutually agreed specification	X	
6	Perform System Event Analysis, Trend Identification, and Incident Response	X	
7	Perform Application Event Analysis, Trend Identification, and Incident Response	X	
8	Perform Security Event Analysis, Trend Identification, and Incident Response	X	

Attachment H

9	Troubleshoot AD Sites and Service issues	X	
10	Manage site-link configuration	X	
11	Define and maintain Domain Controller Configuration standards	X	
12	Maintain security and integrity of domain schema	X	
13	Manage, maintain, and troubleshoot Active Directory replication engines including Key Distribution Center (KDC) and User Principal Name (UPN).	X	
14	Perform Service Principal Name (SPN) records maintenance and mutual authentication between (Domain Controllers) DCs	X	
15	Manage, maintain, and troubleshoot all site and time zone related configurations for domain controllers	X	
16	Provide audit for members of high-privilege groups for proper membership	X	
17	Verify AD services are in a running state and perform troubleshooting on deviations	X	
18	Manage, maintain, and troubleshoot the domain controller's configuration	X	
19	Troubleshoot active directory performance, connectivity, and failure incidents.	X	
20	Manage Active Directory Trust Relationship	X	
21	Manage the configuration of Infrastructure Master, Relative Identifier (RID) Pool Manager, and Primary Domain Controller (PDC) Emulator FSMO roles	X	
22	Manage the configuration of Global Catalog servers	X	
23	Verify that all domain controllers are pointing to valid Domain Name System (DNS) Servers and troubleshoot on deviations	X	
24	Verify that all domain controllers are configured for dynamic DNS registrations and troubleshoot on deviations	X	
25	Manage, maintain and troubleshoot Microsoft based internal hosted DNS/DHCP management systems.	X	
26	Verify that private DNS name resolution is functional and troubleshoot on deviations.	X	
27	Manage, maintain, and troubleshoot private DNS Server integrations with Active Directory	X	
28	Annually, provide report of unlinked Group Policy Objects (GPOs).	X	
29	Identify and resolve all SYSVOL mismatches and GPO corruption	X	
30	Manage, maintain, and troubleshoot AD GPO replication issues	X	
31	Provide smart hands support for client premises domain controller hardware upgrades		X

32	Configure IP address and manage authorized DHCP server lists within the Active Directory schema.	X	
33	Perform DNS/DHCP health status check and report	X	
34	Perform Configuration Management of Client's AD Domain-joined Windows NTP Servers	X	
35	Provide Group Permissions	X	
36	Decommission the server from AD and DNS as per Client Request	X	
37	Perform AD account restores	X	
38	Remediate vulnerabilities on Domain Controllers, Azure AD Servers, DNS Servers and Certificate Servers	X	
39	New implementation, feature enhancement or project activity as part of a new change order raised by client	X	
40	Provide access to existing design documents, runbooks and SOPs		X
41	Provide audit and remediation support	X	
SailPoint ISC Managed Services			
No.	Task	Vendor	WMCHHealth
1	Managed services support of implemented SailPoint ISC	X	
2	Maintain existing policies and processes defined in SailPoint ISC for e.g., access requests, reviews, lifecycle events, connected/unconnected workflows	X	
3	Provide necessary access to SailPoint team for performing the managed services support		X
4	Responsible for Incident response, service request fulfillment, change request, problems and investigation support, troubleshooting for incident management and break fix	X	
5	Maintain existing policies and applications integrated with IGA	X	
6	Performing the IGA related Incident (tickets) Analysis and Diagnosis for identification of problems.	X	
7	Creating and managing the Root Cause Analysis and its documentation	X	
8	Provide support for documenting the operational processes, standard operating procedures.	X	
9	Operate, manage and maintain joiner, mover, leaver processes which consists of the user onboarding and offboarding and its associated connectors, business logic as configured in the tool.	X	
10	Provide feedback to client regarding efficiency and effectiveness of IGA processes including recommended changes.	X	

11	Provide operational and out of the box reports generated by IGA tool including ITSM reports	X	
12	Vendor coordination in case of product related issues in the deployed IGA tool	X	
13	License Availability, Vendor Management	X	
	Internal communications		X
14	Quarterly / Half yearly access certifications for the onboarded applications using IGA tool	X	
15	Sanity testing after vendor rolls out new releases or upgrades	X	
16	Provide recommendations based on industry standards and best practices	X	
17	Onboarding any additional applications (Simple, Medium or Complex) using a separate costed project	X	
18	Update and maintain the IGA Technical Documents & impact Analysis Document	X	
19	Provide audit and remediation support	X	
CyberArk PAM Managed Services			
No.	Task	Vendor	WMCHHealth
1	Provide necessary access to CyberArk team for performing the managed services support		X
2	Monitoring and management of deployed CyberArk Privilege Cloud and its integrations and all its components- for e.g. Digital Vault, connector server, CPM, PSM (including RDP & Secure Web Sessions), Secure Tunnel	X	
3	Incident, Request. Change and Problem Management	X	
4	Management of on-boarded privileged accounts, endpoints, remote users and application accounts on CyberArk	X	
5	CyberArk License Availability, Vendor Management, Internal Communications	X	
6	Vendor coordination in case of product related issues and managing license utilization and communicating the same to client	X	
7	Maintain the existing PAM processes defined	X	
8	Privilege account lifecycle management	X	
9	Safe Creation/ Safe Design/ Safe Management	X	
10	Daily Health Check	X	
11	Managing existing CyberArk platform and policies	X	
12	Report generation of standard CyberArk out-of-the-box and ITSM reports	X	

13	CyberArk Enterprise Privilege Vault (EPV) Users - Adding, Modifying & Deleting Administrators	X	
14	Troubleshoot operational issues in CyberArk components	X	
15	Add, edit, and remove policies, safes, accounts, and users based on requests / definition from client	X	
16	Follow industry best practices and guidelines from CyberArk	X	
17	Respond to any PAM component down alerts, password change, verify and reconcile alerts, server restart alerts, out of sync alerts	X	
18	Raise, track, and follow up on tickets opened in CyberArk support portal	X	
19	Coordinate with involved parties / stakeholders and teams like AD team, infra team, Security Information and Event Management (SIEM), etc. for troubleshooting issues reported in existing integrations	X	
20	Manage licenses and their utilization, highlight in case the utilization is more than 90%	X	
21	Assist in break glass procedure related to CyberArk	X	
22	Update and maintain the existing project documentation	X	
23	Provide audit and remediation support	X	
24	New feature enhancement, new type of server/privilege account onboarding or any other project activity using a separate costed project	X	
25	Onboarding of additional (up to 100) privilege accounts per month on CyberArk of same type of servers for which SOPs exist based on feasibility	X	
User Access Management (UAA/UAM)			
No.	Task	Vendor	WMCHHealth
1	Activate / Disable user accounts	X	
2	Approve tickets in the clients ITSM tool before coming to UAM team		X
3	Receive and Analyze Service Request received using Clients ITSM tool	X	
4	Handle SOP based service request	X	
5	Onboarding / Offboarding of user accounts	X	
6	Update documentation for recurring issues	X	
7	Review and Approve service request		X
8	Coordinate as necessary with other teams to manage end-user accounts	X	
9	Considering each request in the bulk request as individual request	X	

	counted as per request		
10	Manual User Access Review		X
11	Providing access to users in Network share/shared folders via Active Directory security groups.	X	
12	Addition or Deletion of user groups as per legitimate approvals	X	
13	Distribution list/ Secondary mailbox creation/deactivation	X	
Application Packaging			
No.	Task	Vendor	WMCHHealth
1	Validate application specification document and media.	X	
2	Create application packages as defined in the application specification document.	X	
3	Test application package on WMCHHealth supplied base build image/VM.	X	
4	Perform quality assurance testing to maintain quality and functionality of application package prior to user acceptance testing.	X	
5	Upload application package to software distribution/package distribution platform.	X	
6	Manage the list of applications included in the user acceptance testing environment.		X
7	Facilitate the intake and governance process for each application's packaging Request.		X
8	Perform user acceptance testing.		X
9	Provide user acceptance testing results including detailed information on a Problem/Incident found during user acceptance testing (context, behavior, and build version)		X
10	Remediate the application package as per the user acceptance testing results.	X	
11	Provide application package to Provider deployment team.	X	
12	Maintain a Definitive Software Library (DSL) to house source files for application packages in Client's environment to control application versioning and to maintain file-level consistency.	X	
13	Provide the location of the Definitive Software Library (DSL) for hosting/storage of the supported software source files and documentation.		X
14	Provide template to WMCHHealth for the application specification document.	X	
15	Provide application packaging pre-requisites such as installation media and completed application specification document.		X
Deployment Management			

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No.	Task	Vendor	WMCHealth
1	Assist with the development of the deployment plan providing the required inputs for End User supported software distribution.	X	
2	Administer distribution requests and validate request details are complete and approvals are gathered.	X	
3	Create and manage configurations, collections, and notifications about the deployment of applications and patches to the End User desktops.	X	
4	Communicate deployment specifications, as provided by Provider, consisting of targets and applications.		X
5	Approve deployment specifications as requested by Provider.		X
6	Manage and maintain the file share which is used for End User supported software distribution.	X	
7	Request End User supported software distribution.		X
8	Initiate the Request for change process.	X	
9	Plan the pilot deployment.	X	
10	Perform pilot deployment.	X	
11	Perform pilot rollback, if necessary.	X	
12	Plan production deployment.	X	
13	Perform production deployment.	X	
14	Assist in collecting metrics after rollout in determination of a successful deployment.	X	
15	Provide change approval for pilot and production End User supported software deployments.		X
16	Approve deployment rollback, if necessary.		X
17	Initiate rollback approval process, if necessary.	X	
18	Track failure trends and report results.	X	
19	Compare distribution metrics to updated End User supported software inventory confirming results.	X	
20	Collect and consolidate End User feedback and share the results with Provider.		X
21	Manage End User communication for End User supported software distribution.		X
22	Rationalize failures and perform remote remediation as possible.	X	
23	Align deployment management to Information Technology Infrastructure Library (ITIL).	X	

24	Assist Client in determining the target population and other deployment specifications for both pilot and production deployments.	X	
25	Provide a pilot and production target group and deployment specifications inside the recorded Request.		X
26	Provide deployment details for the Client's communication to their End Users.	X	
Device/Endpoint Management			
No.	Task	Vendor	WMCHHealth
1	Follow Information Technology Infrastructure Library (ITIL) process for Incident Management as outlined in the Process and Procedure Guide.	X	
2	Troubleshoot and remediate failed or problematic patches for qualified events as outlined in the Process and Procedure Guide.	X	
	Troubleshoot and remediate failed or problematic software distributions as outlined in the Process and Procedure Guide.	X	
3	Review health status and provide remediation activities for End User devices not communicating with the management infrastructure.	X	
4	Troubleshoot and repair UEM-observed Incidents.	X	
5	Provide configuration troubleshooting support for information security groups and information security identities provisioned at the UEM Platform level.	X	
6	Troubleshoot and repair UEM Client permission or access Incident(s).	X	
7	Provide Incident remediation and troubleshooting support for dependent components which are not in scope for the Provider.		X
8	Manage device and application inventory in the UEM platform.	X	
9	Monitor and troubleshoot End User devices, Operating System, and application health events as outlined in the Process and Procedure Guide.	X	
10	Monitor alerts for devices that are non-compliant with the configuration policies as outlined in the Process and Procedure Guide.	X	
11	Perform troubleshooting for systemic Incidents that cannot be addressed at Level-1 support.	X	
12	Monitor and respond to Client Requests through the designated service workflow system/IT Service Management Platform (ITSM) and Requests which are fulfillable at the UEM management level.	X	
13	Notify Level-1 support automatically when qualified events or Incidents are detected that require addressing at Level-1 support.	X	

14	Provide Incident management Level-1 support with documentation and Standard Operating Procedures for Client End User and desktop environment.	X	
UEM Enrollment Lifecycle Management			
No.	Task	Vendor	WMCHHealth
1	Manage device synchronization settings.	X	
2	Create and manage deployment profiles as outlined in the Process and Procedure Guide.	X	
3	Assign and manage deployment profiles.	X	
4	Perform deployment customization settings on the endpoint as agreed through governance.	X	
5	Monitor device enrollment status and troubleshoot device enrollment issues.	X	
6	Provide software media as outlined in the Process and Procedure Guide.		X
7	Provide test systems for testing new Operating System deployment and application sequencing/deployment modifications.		X
8	Take corrective action for problems discovered during the testing phase.	X	
9	Provide verification results of each completed Operating System image profile and application deployment to the Client-designated contact.	X	
10	Deliver the final deployment configuration management.	X	
Enterprise Applications Lifecycle Management			
No.	Task	Vendor	WMCHHealth
1	Manage configuration management for enterprise applications as outlined in the Process and Procedure Guide.	X	
2	Provide updated list of allowed applications to Provider on a monthly basis.		X
3	Provide support for application versioning of published applications and update management for the managed applications.	X	
4	Provide Client with reporting on applications assignment.	X	
5	Act upon Client's Request for applications removal from endpoints as outlined in the Process and Procedure Guide.	X	
6	Retain ownership for End User/endpoint application licensing and subscription(s).		X
Image Management			
No.	Task	Vendor	WMCHHealth

Attachment H

1	Assist Client in reviewing and analyzing the standards for End User Equipment and recommend changes as needed.	X	
2	Review the standards for End User Equipment and approve as needed.		X
3	Approve changes to standards for End User hardware and End User supported software.		X
4	Maintain End User base image configuration documentation	X	
5	Establish a basic configuration of the standard image that includes the supported desktop operating systems to be imaged.	X	
6	Update supported images on quarterly basis with applicable security patches, critical updates, service packs and functional changes before the end-user device begins communicating on the network.	X	
7	Communicate to Client personnel, any change in the End User Supported Environment standard configuration.		X
8	Provide software media, including license keys, for applicable operating systems and applications for images.		X
9	Communicate and make available for download applications for image integration.		X
10	Coordinate and manage User Acceptance Testing for all images created and modified.		X
11	Take corrective action, as appropriate, for problems discovered during image testing.	X	
12	Provide verification results of each completed image to the Client SPOC.	X	
13	Deliver the final, approved image for deployment.	X	
14	Provide support for additional hardware models to final image, per Request.	X	
Hardware Model Integration			
No.	Task	Vendor	WMCHHealth
1	Perform Hardware model integration Request intake, verification and assignment	X	
2	Add driver support for hardware model per Request.	X	
3	Test and verify image post hardware model integration.	X	
4	Update image delivery methods with hardware model integration.	X	
5	Once an initial image is constructed, provide updates every three months to enable applicable security updates and critical software are updated.	X	
UEM Platform Vendor and Escalation Management			
No.	Task	Vendor	WMCHHealth

1	Provide vendor coordination for Incident management support as outlined in the Process and Procedure Guide.	X	
2	Provide all the third-party contract agreements, license agreements, and other subscription details for the in-scope Provider-supported Services together with the agreed-on third-party escalation procedures and contact details.		X
3	Provide a central point of contact for all Services-related issues.		X
UEM Platform Health and Availability Monitoring			
No.	Task	Vendor	WMCHHealth
1	Review UEM platform-provided monitoring and lifecycle management metrics/dashboards for performance and availability degradations.	X	
2	Review status information available on the Service health or Service status page.	X	
3	Review status of individual alerts available on the UEM Platform administrative center dashboard.	X	
4	Track inventory for Client's subscribed Services on the UEM Platform and Service options under Provider's management.	X	
5	Review and validate access to subscribed endpoint management services into the platform is available from the Client locations.	X	
6	Verify authentication and identity management settings at the Service level and make sure they continuously conform with the agreed-on policies and procedures as requested by Client.	X	
7	Perform regular checking and monitoring of the information security events as outlined in the Process and Procedure Guide.	X	
8	Monitor and keep up-to-date methods to log and notify information security events at the UEM Platform level.	X	
UEM Platform Vendor and Escalation Management			
No.	Task	Vendor	WMCHHealth
1	Provide vendor coordination for Incident management support as outlined in the Process and Procedure Guide.	X	
2	Provide all the third-party contract agreements, license agreements, and other subscription details for the in-scope Provider-supported Services together with the agreed-on third-party escalation procedures and contact details.		X
3	Provide a central point of contact for all Services-related issues.		X
Lifecycle			

	Activity	Vendor	WMCHealth
	Operate and maintain hardware asset lifecycle processes	X	
	Create and update asset records across lifecycle events	X	
	Maintain agreed asset attributes	X	
	Provide ongoing procurement, warranty, and lease data		X
	Run periodic reconciliations and data quality checks	X	
	Remediate data issues within provider control	X	
	Support asset return, refresh, and retrieval processes	X	
	Provide physical security for stockrooms and storage		X
	Support stockroom inventory audits and gap reporting	X	
	Monitor HAM operational requests and communications	X	
	Deliver agreed HAM operational and KPI reports	X	
Governance and Continual Service Improvement (CSI)			
	Activity	Vendor	WMCHealth
	Maintain HAM governance framework and operating cadence	X	
	Review HAM KPIs, risks, and operational metrics	X	
	Conduct regular service review meetings	X	
	Identify process, data quality, and automation improvement opportunities	X	
	Approve changes to HAM operating model and workflows		X
	Define and maintain internal HAM policies and standards		X
	Support gradual maturity of client HAM processes	X	
	Quarterly service and roadmap reviews	X	
Microsoft 365			
Vendor and Escalation Management for Incident Support		Vendor	WMCHealth
1.	Follow Provider standard or mutually agreed Incident Management process and procedures for reacting to, resolving, and closing O365 platform related Incidents.	X	
2.	Troubleshoot and repair O365 Services observed issues and Services desk escalated Incidents, Resolvable at the Provider- provided managed O365 platform level.	X	
3.	Manage, maintain, and provide configuration troubleshooting support for recipients provisioned at the O365 platform level.	X	

4.	Troubleshoot and repair application permission access issues as requested by Client service desk or Information Security team.	X	
5.	Assist Client's networking and other infrastructure support teams in troubleshooting O365 relevant access or operability issues, based on Incidents raised by the Client and within the limitations of the available configuration options of the O365 platform.	X	
6.	Manage Client-related tasks as well as the resources associated with the Incident Management process and coordinate activities and engagement with Provider.		X
7.	Provide Incident remediation and troubleshooting support for infrastructure components which are outside of Provider's support.		X
8.	Provide Level 1 support for Client end-user and desktop environment as it relates to Incident Management.		X
9.	Provide vendor coordination for Incident Management support based on Client's purchased maintenance agreement from the software vendor.	X	
10.	Provide all the third-party contract agreements, license agreements, and any other subscription details for the in-scope Provider-supported Services together with the agreed third-party escalation procedures and contact details.		X
11.	Provide a central point of contact for all Services-related issues.		X
Microsoft 365			
General O365 Configuration Management		Vendor	WMCHealth
1.	Review platform critical configurations to confirm within software vendor's supported and recommended best practices.	X	
2.	Perform general platform level security hardening (within the boundaries of the O365 available configuration and settings) in accordance with the agreed policies.	X	
3.	Act upon security configuration issues uncovered by informing the Information Security team and support remediation of such misconfigurations by changing settings on O365.	X	
4.	Manage and review the configuration of O365 Services.	X	
5.	Verify O365 platform and individual Services operability after maintenance activities.	X	
6.	Submit and process CMDB inventory updates to reflect relevant O365 platform configuration changes.	X	
7.	Maintain SOP documentation.	X	
8.	Timely purchase and make available any secure socket layer (SSL) certificates and all the required materials, e.g., configuration processes and procedures, to support their installation or replacement.		X

9.	Provide administrative level access.		X
Microsoft Teams Support		Vendor	WMCHHealth
1.	Monitor and troubleshoot for O365 configurations for Client's endpoint access for endpoint-specific connectivity protocol settings.	X	
2.	Manage and troubleshoot MS Teams specific objects and global configurations related to IM & Presence	X	
SharePoint and OneDrive On-Premises SharePoint Online and OneDrive Support		Vendor	WMCHHealth
1.	Manage and troubleshoot for Microsoft Office 365 configurations for Client's endpoint access escalations (Client on-premises or mobile devices access to the SharePoint Online resources) for Endpoint specific connectivity protocol settings	X	
2.	Manage and troubleshoot SharePoint Online specific objects and global configurations	X	
3.	Troubleshoot SharePoint online global retention configurations and associated Services	X	
4.	Manage and troubleshoot external sharing notifications.	X	
5.	Manage and troubleshoot OneDrive sync Client installation policies and settings.	X	
6.	Manage and troubleshoot allowed files settings and configurations.	X	
7.	Manage and troubleshoot the global settings for default storage space.	X	
8.	Manage and troubleshoot OneDrive files retention settings.	X	
9.	Manage and troubleshoot access control settings and configurations.	X	
10.	Set policies for sharing, external access, file retention, and sync restrictions to align with organizational requirements		X
Microsoft Defender for Office 365 Support		Vendor	WMCHHealth
1.	Manage, configure and troubleshoot Defender for Microsoft 365 safe attachment, safe link, and anti-phishing policies.	X	
2.	Ongoing administration and configuration of Microsoft Defender for Office 365 features and policies.	X	
3.	Configure out of the box reports according to Client's security needs.	X	

Attachment H

4	Assist security teams and any other Client-designated penetration blue teams during threat and response exercises.	X	
5	Initiate an Incident Ticket and handle alerts and security incidents in M365 Defender Support to the SOC (Security Operations Center).	X	
6	Provide a SOC (Security Operation Center) for Security Incident Management.		X
No	Horizon View Roles and Responsibility	Vendor	WMCHHealth
1	Perform maintenance and critical practices for in-scope logical servers.	X	
2	Perform periodic patching and system updates for in-scope Windows 11 gold images.	X	
3	Configure monitoring and alerting for in-scope logical servers.	X	
4	Respond to automated alerting/incident management for in-scope Omnissa Horizon View logical machines.	X	
5	Build, configure, and integrate new logical servers as part of scheduled project effort and environment expansion.	X	
6	Monitor the health status of Horizon machines through Connection Servers, Horizon HelpDesk, Perf mon.	X	
NO	Virtual Desktop and Application Management	Vendor	WMCHHealth
1	Manage existing gold images that are used for Ominssa Horizon virtual apps and the desktop environment.	X	
2	Create and manage new farms to the existing solution as part of scheduled project effort and environment expansion.	X	
3	Manage virtual machine (servers and desktops) settings that reside inside the VDI infrastructure.	X	
4	Manage virtual desktop pool availability, expand/shrink the pool size, and update the catalog.	X	
5	Configure and install virtual desktop image (operating system and applications).	X	
6	Update RDS Farms, Published applications and Published Desktops through Connection server.	X	
7	Perform periodic patches and system updates for persistent virtual desktops.	X	
8	Perform periodic patches and system updates for AppStacks.	X	
9	Perform periodic patches and system updates for non-persistent virtual desktop gold images.	X	
10	Rationalize virtual desktop applications.		X

11	Perform virtual desktop application packaging (installing business applications, non-standard).		X
12	Perform regular update of the virtual desktop images or persistent desktops (provided through desktop engineering).	X	
13	Deploy packaged applications as published applications.	X	
14	Update/patch Horizon View, App Volumes environment with latest versions and relevant CUs (Cumulative Updates).	X	
15	Provide Horizon View UAG support for the VDI environment.	X	
16	Test updated master images and LoB applications functionality		X
17	FSLogix User Profile management	X	
18	Monitor Horizon View through Horizon Cloud Services (if configured & functional)	X	
19	IGEL/Wyse UMS Support	X	
20	Fine-tune ADMX policies or AD GPOs on an as-needed basis.	X	
21	VMWare SDDC support, Cloud Networking, NSX-T, WorkspaceOne Access support		X
22	End-User end points IMACD support		X
23	Non Omnissa Horizon View related VMs, Infrastructure servers, applications Servers support		X
24	Provide Citrix, Microsoft, Omnissa Vmware, other applications license management.		X
25	Maintain OEM or equivalent warranty support for devices covered by service level agreements.		X
26	Provide points of contact for applicable Service areas.		X
No	Item	Vendor	WMCHHealth
1	Manage all physical devices & Hypervisors in the storage solution		X
2	Perform maintenance and critical practices for all physical devices in the storage solution		X
3	Coordinate repair / replace any failed hardware for all physical devices in the physical devices in the storage solution		X
4	Provide vendor access or smart-hands support to datacenter locations for the purposes of repairing and replacing hardware		X
5	Configure monitoring and alerting for all physical devices & hypervisor in the virtualization cluster - Dell blade chassis, blades, fabric extenders		X
6	Respond to automated alerting / incident management for all physical devices & hypervisor in the virtualization cluster - Dell blade chassis, blades, fabric extenders		X

7	Build, configure, and integrate new hardware components to the existing virtualization cluster - Dell blade chassis, blades, fabric extenders as part of scheduled project effort, environment expansion, etc.		X
8	Manage the hypervisor layer of the solution - Citrix XenServer, VMWare ESX, etc.		X
9	Manage the logical Virtual Infrastructure servers in the solution - desktop brokers, file servers, security servers, provisioning servers	X	
10	Perform maintenance and critical practices for all logical servers in the solution	X	
11	Perform periodic patching and system updates for all VDI (RDSH Brokers, Gateways, SQL Servers) logical servers in the solution	X	
12	Configure monitoring and alerting for all logical servers in the solution	X	
13	Respond to automated alerting / incident management for all VDI (RDSH) logical servers in the solution	X	
14	Build, configure, and integrate new logical servers as part of scheduled project effort, environment expansion, etc.	X	
15	Perform Regular SQL Database clean-up and maintenance	X	
16	Virtual Desktop & Application Management		
17	Provision and integrate new Virtual Machines to the existing solution as part of scheduled project effort, environment expansion, etc.	X	
18	Manage Virtual Machines (desktops) settings that reside inside the VDI infrastructure	X	
19	Perform periodic patching and system updates for all Windows 11 OS base image (templates) in the solution	X	
20	Manage virtual desktop pool availability - expand/shrink pool size	X	
21	Create new virtual desktops pools (collections aka Practices)	X	
22	Create new Virtual Machines Templates	X	
23	Virtual desktop image (OS & Applications) configuration and installation	X	
24	Deploy virtual desktop images to Workpools	X	
25	Perform periodic patches and system updates for persistent virtual desktops (or RDSH workload server aka Terminal Servers)	X	
26	Perform periodic patches and system updates for persistent virtual desktops gold images	X	
27	Virtual desktop application updates in virtual desktop images or persistent desktops (through SCCM/MS Intune)	X	
28	End-User Support		

29	L2 escalation multiple user/service-impacting user issues	X	
30	L3 escalation widespread & high impact user/service-impacting user issues	X	
31	End-user Requests Resolution (New Desktops, New Access, New Provisioning)	X	
32	End-user device support		
33	SOP creation during initial build/design changes/modifications	X	
34	Licensing & Software		
35	Virtual Desktop anti-virus and security products - licensing, installation, management, and maintenance		X
36	Virtual Desktop operating system licensing and compliance		X
37	Virtual Desktop infrastructure (Citrix XenDesktop, VMWare View, etc.) licensing and compliance		X
38	Microsoft Server & Desktops Licensing		X
No.	Access Management	Vendor	WMCHHealth
1	Determine which Vendor DATA employees and designates will be allowed access to Vendor DATA managed systems and what privileges they will be granted.	X	
2	Upon Vendor DATA request, provide a list of users who have access to a system and what level of access each user has on the specified system.	X	
3	WMCHHealth is responsible for its own users and third parties' use/access to any and all environments, systems, data, applications and networks. WMCHHealth is responsible for prompt termination of any federated access control systems user accounts and related access requests regarding access control for environments, systems, data, applications and networks. Vendor DATA is not responsible for any harm caused by WMCHHealth users, including users that were not terminated by WMCHHealth in a timely manner. WMCHHealth is responsible for identifying, requesting and approving access by such WMCHHealth users and WMCHHealth third party users in order to preserve user access security.		X
	Account Management	Vendor	WMCHHealth
1	Assign a Customer Success Manager (CSM) who shall be responsible for the relationship with WMCHHealth on a day-to-day basis	X	
2	CSM shall provide escalation and management of WMCHHealth relationship matters	X	
3	CSM shall schedule monthly coordination sessions with WMCHHealth (or at less frequent interval upon WMCHHealth request)	X	

4	CSM shall provide monthly SLA reporting for WMCHHealth	X	
5	CSM shall schedule annual review meetings to review performance metrics and overall health status of WMCHHealth's environment and relationship	X	
6	CSM shall follow up on WMCHHealth's response to Vendor DATA's Customer satisfaction survey	X	
	Audit Assistance	Vendor	WMCHHealth
1	Upon WMCHHealth request, provide up to 24 hours of audit assistance per year. Audit Assistance includes Vendor DATA's time conducting 3rd party client audits, self-assessments, or any other ad-hoc certification of in-scope controls. This includes the time and effort required for interviews of Vendor DATA's staff, collecting and delivering artifacts and necessary documentation	X	
	Change Management	Vendor	WMCHHealth
1	Initiate a request to add, modify or remove anything that could have an effect on Services ("Change Request").	X	
2	Initiate a request to add, modify or remove anything that could have an effect on Services ("Change Request").		X
3	Log Change Requests in a request tracking system to provide tracking and accountability.	X	
4	Define the steps required to execute the requested change, including proposing a time for change, type of change, priority, risks, and a roll back plan.	X	
5	Vendor DATA change advisory board or change approver will review and approve change requests as based upon change type (emergency, routine, comprehensive).	X	
6	Approve change requests that are WMCHHealth facing.		X
7	Perform approved change request, test and close change requests.	X	
8	For change requests requiring WMCHHealth testing, inform WMCHHealth of any testing/acceptance of change prior to close as shared in the project plan or within boundaries that allow WMCHHealth to meet key measures (including Service Levels).	X	
9	Timely perform any post change testing		X
10	Evaluate all submitted requests for impact on the existing environment.	X	
11	Determine if a change request will compromise or significantly change the existing architecture.	X	
12	Review the proposed plan for executing the change and approve or decline it for WMCHHealth scope of work.		X

13	Review the proposed plan for executing the change and approve or decline it for Vendor DATA scope of work.	X	
	Incident Management	Vendor (MS)	WMCHHealth
1	Initiate an Incident ticket in the ITSM tool	X	
2	Initiate an Incident ticket in the ITSM tool		X
3	With WMCHHealth involvement, provide necessary information, categorize all incidents to facilitate accurate routing.	X	
4	Perform incident prioritization to help verify that incidents are handled with proper urgency as described in the SLA.	X	
	Log Management	Vendor	WMCHHealth
1	Retain the ESX host logs and hardware logs for a maximum of 30 days online and 12 months offline for troubleshooting.	X	
2	Provide log analysis as part of the root cause analysis process	X	
3	Collect logs from the infrastructure.	X	
4	Provide ESX logs through syslog server to ingest in the WMCHHealth SIEM tool	X	
	Monitoring and Alarming	Vendor	WMCHHealth
1	Establish monitoring and alarming thresholds for basic health checks (CPU, RAM, network, disk utilization, host alive) and other basic system health checks for dedicated compute.	X	
2	Application-level monitoring or alarming for any applications that are not under management scope for Vendor DATA are not supported and are not in scope for Vendor DATA (MS)		X
	Patch Management	Vendor	WMCHHealth
1	Perform vCenter, ESXi, SRM software updates, patching and any applicable firmware updates.	X	
2	Troubleshooting and break fix services associated with WMCHHealth applications/code.		X
3	Verify WMCHHealth's applications are safe for patching and all pending functional changes are complete. WMCHHealth is responsible for application testing upon completion.		X
	Performance Management	Vendor	WMCHHealth
1	Identify bottlenecks related to CPU utilization, memory utilization or disk utilization for dedicated compute.	X	

2	Upon WMCHHealth request, provide WMCHHealth with recommended performance improvement opportunities.	X	
3	Execute any agreed-upon performance improvements.	X	
4	Provide reasonable troubleshooting assistance to WMCHHealth for an event which is caused by WMCHHealth or an WMCHHealth contracted third party.	X	
5	Complete of a root cause analysis (RCA) for an event which is caused by WMCHHealth or a WMCHHealth contracted third party.		X
	Problem Management	Vendor	WMCHHealth
1	Initiate a request to investigate the root cause underlying any Critical severity incidents ("Problem Request").	X	
2	Initiate a request to investigate the root cause underlying any Critical severity incidents ("Problem Request").		X
3	Investigate and provide report for root cause analysis for problem requests and open appropriate requests to resolve corrective actions for events or Services under Vendor DATA control.	X	
4	Investigate and provide report for root cause analysis for problem requests and open appropriate requests to resolve corrective actions for events or Services under WMCHHealth control.		X
	Technical Support Line	Vendor	WMCHHealth
1	Route requests through the Vendor DATA (MS) support chain or escalation paths.	X	
	Escalation Process/ Major Incident Management Process	Vendor	WMCHHealth
1	24x7x365 Escalation Coordination - Upon notification of a priority 1 incident, open WMCHHealth bridge line and email WMCHHealth escalation distribution list.	X	
2	Engage necessary Vendor DATA personnel for coordination.	X	
3	Send regular updates via email at 30-minute intervals until incident resolution.	X	
4	Escalation Coordinator will engage WMCHHealth, Vendor DATA resources or other resources as requested by WMCHHealth	X	
5	Escalation Coordinator will send out final communication and end bridge upon resolution	X	
6	Complete root cause analysis for any non-Vendor DATA issues		X
7	Join WMCHHealth technical bridge as requested by WMCHHealth Major Incident Management Team to assist with resolution of major incidents	X	
	ITSM Tool/Ticket Integration	Vendor	WMCHHealth

1	Setup and configure Incident Management Integration between WMCHHealth and Vendor DATA ITSM tools		X
2	Provide required access and technical assistance to WMCHHealth integration team to setup/configure Integration of Incident Management module via WMCHHealth integration hub	X	
3	Provide required ITSM tool access to up to three (3) WMCHHealth Service Management team members to manually swivel (create and update) Request and Change tickets from Vendor DATA ITSM to WMCHHealth ITSM and vice versa	X	
	Manually swivel (upon creation, approval, and closure) request and change tickets between Vendor DATA and WMCHHealth ITSM		X
	Cluster Setting	Vendor	WMCHHealth
1	Move Virtual machines between physical hosts as necessary to accommodate for performance and maintenance.	X	
2	Enable High Availability feature on the VMware ESXi Clusters.	X	
3	Ensuring that the VMware ESXi clusters have enough resources (CPU and Memory) to support high availability or at least N+1. High-availability virtual machines will be automatically restarted on a different physical host in the event of a physical host failure.		X
	Reporting	Vendor	WMCHHealth
1	Make available Reports for Storage utilization and Capacity Management and utilization	X	
2	Provide annual data center security compliance audit report (SOC 2)		X
	Storage Management	Vendor	WMCHHealth
1	Provide Access to enterprise class performance storage	X	
2	Provide Access to enterprise class capacity storage for backups to disk	X	
3	Automatically add storage space as required to avoid system downtime.	X	
4	Notify Vendor DATA of any abnormal data load events that have more than a 20% change rate in 24 hours.		X
5	Provisioning, configuration, removal of storage volume, volume groups, mapping, shrinking and extending.	X	
6	Perform consistency checks, array rebuilding, capacity management, troubleshooting, reporting and performance improvement of storage systems.	X	
7	Perform troubleshooting of connections, break fix, issue resolution, RCA and incident resolution.	X	

Virtual Machine Setting		Vendor	WMCHHealth
1	Maintain Virtual machines that support high availability at the hypervisor layer.	X	
2	Migrate live hosts for virtual machines without utilizing change control process.		X
3	Support guest affinity rules that keep together specific virtual machines within a cluster, or those that keep specific virtual machines apart within a cluster.	X	
4	Make virtual machine snapshots available upon request (Note: Snapshots may result in production performance degradation.)	X	
5	Automatically delete virtual machine snapshots.	X	
Virtualization Management Center		Vendor	WMCHHealth
1	Provide virtualization management software monitoring. WMCHHealth will not be allowed access to the Vendor DATA management console for vCenters.	X	
2	Work with WMCHHealth to provide the necessary integration needed for WMCHHealth's automation/orchestration platform (Nucleus) with the vCenters that are in scope.	X	
Service Delivery General Roles and Responsibilities			
No.	Task	Vendor	WMCHHealth
1	Establish governance and guide operations personnel on best practices and process compliance in accordance with the PPG. Vendor DATA Services Standard processes and tools are used.	X	
2	Provide release notes for major process or tool related changes.	X	
3	Recommend processes and tool enhancements to support Service Management processes related to the Services.	X	
4	Provide a process of ownership for administrative and enhancement Requests.	X	
Incident Management			
No.	Task	Vendor	WMCHHealth
1	Conduct Daily or Agreed cadence operations meetings	X	
2	Distribute Incident reports.	X	
3	Review and action process compliance reporting and inform Vendor DATA and Client leaders of results of trend analysis of records.	X	
4	Monitor and track Incident resolution progress through to final closure and record/update Incident record status per policy as set forth in the PPG.	X	
5	Guide Vendor DATA Services' Personnel on process compliance during the Incident remediation effort.	X	

6	Conduct weekly cadence Incident aging report review.	X	
7	Work with Problem Manager to establish exception process for promoting Incident(s) to Problems.	X	
8	Determine if Emergency Change Request is needed for a Priority Level 1 Incident and consult Change Manager as necessary.	X	
9	Inform stakeholders per policy set forth in the PPG of results of periodic analysis of records on a monthly basis.	X	

Major Incident Management

No.	Task	Vendor	WMCHHealth
1	<ul style="list-style-type: none"> Establish and communicate definition of a Critical Incident for the Client and the associated Major Incident Management procedure 	X	
	<ul style="list-style-type: none"> Clearly defined/bounded parameters for what constitutes a Major Incident 		
	<ul style="list-style-type: none"> Maintenance of Distribution/Paging lists for bridge call notification 		
	<ul style="list-style-type: none"> Establish and communicate notification timelines (initial/subsequent/final/post-mortem) 		
2	Approve criteria for Major Incident Management support requirements, including equipment and Services to be covered, Priority Levels, definitions and characteristics, Incident classification and prioritization schema, and escalation requirements.		X
3	Establish and communicate Major Incident Management details	X	
4	Review and action process compliance reporting and inform leaders of results of periodic analysis of records.	X	
5	Work with Problem Manager to verify the proper generation of Problem record upon resolution and restoration of Service.	X	
6	Determine if an Emergency Change Request is needed for a Priority Level 1 Incident and consult Change Manager as necessary.	X	
7	Participate in Major Incident Management bridges and perform all Client retained functions for Major Incident remediation efforts.		X

Problem Management

No.	Task	Vendor	WMCHHealth
1	Create Problem record in the ITSM Tool for Priority Level 1 Incidents and/or failed changes labeled as critical production.	X	
2	Facilitate the quality and on-time delivery of preliminary and final RCA.	X	
3	Provide Problem Process Management reports.	X	

4	Provide governance and oversight to completion of the tasks associated with a Problem.	X	
5	Conduct Weekly Problem review meetings and review of Client-dependent actions	X	
Request Management			
No.	Task	Vendor	WMCHHealth
1	Provide Request Management process compliance reporting. Generate and distribute Request Management reports.	X	
2	Guide Personnel on best practices and process compliance for Request Management fulfilment.	X	
3	Review aging Request records on a weekly basis.	X	
4	Review SLA/OLA targets for Request Management on a weekly basis.	X	
Change Management			
No.	Task	Vendor	WMCHHealth
1	Review all changes prior to Change Advisory Board (CAB) meeting to enable that CAB requirements are met.	X	
2	Develop agenda for CAB and distribute standard report of changes to be reviewed.	X	
3	Conduct Change Advisory Board (CAB)	X	
4	Provide business representation at the CAB meeting as required.		X
5	Provide approval for changes, as required.		X
6	Provide timely approval of any emergency changes that cause unplanned downtime of Service to enable the restoration of Services.		X
7	Provide standard change process management reports.	X	
8	Create Problem records for failed changes labeled as Critical Production.	X	
9	Approve request for standard change status as set forth in the PPG.	X	
10	Provide final approval for technical change requests.	X	
Configuration Management			
No.	Task	Vendor	WMCHHealth
1	Enforce naming conventions for CIs for as set forth in the PPG.	X	
2	Establish and maintain configuration items (CIs) in accordance with guidelines set forth in the PPG.	X	
3	Verify the ITSM Tool records impacting CI configuration are processed.	X	

4	Resolve CI discrepancies where identified.	X	
5	Perform audits to measure the accuracy of CMDB entries.	X	
Knowledge Management			
No.	Task	Vendor	WMCHHealth
1	Provide knowledge process management report.	X	
2	Provide process compliance oversight for the following:	X	
	Proper template usage		
	Article content currency is within guidelines set forth in the PPG		
3	Provide final template review and approval for articles prior to publishing	X	
Service Level Compliance Monitoring ⁴			
No.	Task	Vendor	WMCHHealth
1	Presentation of Service Level compliance report to Client leadership.	X	
2	Facilitate resolution of Service Level compliance issues.	X	
3	Proactively inform Incident, Problem, change and/or Request Management of a potential Service Level failure.	X	
4	Conduct a Service Level review meeting each month to review SLA results and any exceptions and exclusions.	X	
5	Conduct a weekly SLA review meeting with Vendor DATA Services Personnel.	X	
General			
No	Tasks and Responsibilities	Vendor	WMCHHealth
1	Provide all required support for the Services until such Services have completed Transition to Supplier. Unless otherwise agreed, this will include completion of agreed-to backlog, existing policies, processes, workflows, procedure documentation, physical, logical access, in-flight projects details		X
2	Provide a single point of contact to Client for management of the Transition and use commercially reasonable efforts to keep the Transition on target. This includes but is not limited to managing all Supplier and subcontractor personnel, leading governance reviews and meetings, timely reporting, and resolution of issues and risks.	X	
3	Provide a single point of contact for managing the activities responsible by Client and facilitate Supplier's ability to use its standard methodology for transitioning the Services.		X

4	Provide Supplier sufficient and reasonable office or working space, conference rooms, furniture, document photocopy services, telephones, data lines, and other necessary equipment, supplies, and services (without charge) for Transition activities which are scheduled at Client locations for the resources performing services under this Schedule.		X
5	Provide the assistance, functional area subject matter expertise, resources, documentation, information, and any other support as reasonably requested by Supplier to allow the Services to be transitioned on target according to the agreed to Transition Project Schedule and as otherwise defined in the Agreement. This includes but is not limited to internal and third-party incumbent support for knowledge acquisition, discovery, gap analysis, assessments and workshops, process and workflow definition, tools setup, and training.		X
6	Establish a mutually acceptable action plan, upon identification of any issue, to minimize any delay or other adverse effect that would reasonably be expected to affect the completion of any Transition activity or deliverable.	X	
7	Identify within a reasonable time period Client information not considered, accounted for and/or included in transition deliverables that in Client's reasonable belief, will cause Supplier's obligations under this Schedule or otherwise in the Agreement to be delayed, fail, or be unacceptable to Client.		X
8	Confirm that all hardware systems are correctly racked, cabled, and patched in preparation for any configuration services, unless these Services have been purchased by Client from Supplier.		X
9	Validate the network connectivity solution with Client and establish network connectivity between Client and Supplier's environment, including working with Client to provision access for the transition and account team.	X	
10	Provide the infrastructure and access for Supplier to establish network connectivity between Client or its third-party providers and Supplier's environment.		X
11	Provide the access, rights, credentials, and IDs to systems, tools, and applications necessary for Supplier performance of this Schedule.		X
12	Facilitate the ability for Supplier to transition or migrate the new services from the Client or its third-party providers to the Supplier existing processes that Supplier is using for similar Services already being delivered to Client.		X
13	Provide network, communications, and other facilities and logistics as requested and necessary for the transition, migration, or delivery of the Services by Supplier.		X

14	Provide information about in-flight development, enhancements, reoccurring, and planned change requests prior to transition or migration of the Services to allow adequate time for Supplier to review, understand, and reach mutual agreement on future ownership and recommend plans for impacts to Services.		X
15	Provide Client's or its third-party providers' existing service management delivery structure to include but not limited to assignment groups, criteria for ticket assignments, and custom IT Service Management ("ITSM") process and management policies and configurations.		X
Initiation Phase			
No	Tasks and Responsibilities	Vendor	WMCHHealth
1	Provide each Service area discovery data requirements and questionnaires and work with Client to gather this information for analysis.	X	
2	Establish and maintain the project schedule, RAID log, and work with Client to identify and implement resolutions to concerns that are determined likely to impact the ability to Transition Services.	X	
3	Prepare and conduct the project kickoff with the Client and its key stakeholders and service providers.	X	
4	Materially participate in the project kickoff, allowing Supplier to achieve the objectives defined within the standard Transition methodology and as agreed by the Parties.		X
5	Provide the completed Service area discovery data requested including the completed Discovery Questionnaire as required and agreed by the Parties.		X
6	Provide documentation requested by Supplier relating to the Services currently being received by Client that will assist Supplier in commencing and completing the Transition. This documentation may include, but is not limited to, Client-supported locations, building layouts, requirements, policies and procedures, organizational charts, statistics, and Client satisfaction surveys, if available.		X
7	Provide provisioning process documentation for requesting internet protocol addresses, firewall changes, network connectivity, as well as all required security and network business processes required for completing the infrastructure and connectivity implementation to include systems access and credentials for Supplier team members. This also includes Remote Access Policies and IT support contacts.		X
8	Process in the most expedient manner all valid requests provided by Supplier for physical (Client locations) and logical access (network, security, systems, data, and appropriate level of credentials) needed for Supplier to perform the Services in this Schedule and the Agreement.		X

9	Provide the necessary details about the in-scope infrastructure, business dependencies, and other documentation required for the change management process.		X
10	Prepare and conduct the Project Planning Workshop ("PPW") with key stakeholders and knowledge experts including internal Client, incumbent, and third-party resources.	X	
11	Materially participate in the Project planning workshop, allowing Supplier to achieve the objectives defined within the standard transition methodology and as agreed by the Parties.		X
Planning and Analysis Phase			
No	Tasks and Responsibilities	Vendor	WMCHHealth
1	Break down project deliverables into specific, execution-level work and breakdown structures and assign them to Transition resources for completion.	X	
2	Define in collaboration with the Client the knowledge acquisition approach, plan for, and schedule the knowledge transfer sessions with Client and incumbent subject matter experts.	X	
3	As part of discovery and knowledge acquisition interview operations managers, Subject Matter Experts ("SMEs"), and other key stakeholders from Client's existing, incumbent, and other third-party provided staff.	X	
4	Evaluate all provided knowledge information and artifacts and capture any discovered solution and operational gaps related to existing Services versus the planned Services as defined in the Agreement.	X	
5	Review Client's environment and documentation to determine the best approach for the configuration management infrastructure design and implementation.	X	
6	Track the progress of the RTM for the Transition including but not limited to the associated acceptance criteria and gain agreement with Client.	X	
7	Develop the Transition Plan, including the detailed Transition Project Schedule.	X	
8	Manage Client's third-party compliance with their obligations for the continuation of services and as otherwise related to the services prior to AoS by Supplier.		X
9	Establish the standard business practice for Transitioned Services billing processes and reconciliation including validation of baseline data within respective systems of record with Client.	X	
Execution Phase			
No	Tasks and Responsibilities	Vendor	WMCHHealth

1	Drive collaborative plans to mitigate and remediate identified gaps, risks, and issues that are expected to have a material impact on Supplier's ability to transition Services in accordance with the detailed Transition Schedule.	X	
2	Validate logical and physical access for the onboarded Supplier steady-state resources.	X	
3	Plan and conduct detailed technical and functional workshops with Client and third-party participation to obtain necessary information for in-scope Services.	X	
4	Actively participate in detailed technical and functional workshops with Supplier, current incumbent, and third-parties to provide knowledge transfer for in-scope Services.		X
5	Conduct playback or reverse knowledge transfer sessions as agreed with Client to provide feedback and confirm Supplier knowledge transfer.	X	
6	Provide Supplier steady-state resources any Client training required per the Agreement or as agreed to be ready to perform the Services.		X
7	Provide or validate Client environments, inventory, assets, locations, and volumes. This list will include, but will not be limited to, physical address and locations within the physical address, asset tag number, serial number, original equipment manufacturer, lease information (if applicable), MAC address, IP address (if applicable), operating system version, peripherals (if applicable), patches, and software installed on the end-user device, and warranty information.-	X	
8	Develop and document the process and workflows for the Future Mode of Operations ("FMO") required for Supplier to deliver the Services defined in the Agreement.	X	
9	Conduct shadow support (where applicable) with Client and its third-party teams to gain on-the-job experience and understanding of the delivery of the Service. This activity will include but is not limited to, observation of representative ticket resolution, processes, service-level reporting and measurement, and details of ancillary tasks including supported applications and technical support.	X	
10	Ready Supplier's people, process, tools, and technology including integration required for Supplier to Transition the Services defined in the Agreement in accordance with the detailed Transition Project Schedule and RTM.	X	
11	Ready the Client's people, process, tools, and technology including integration required to support Supplier ability to be able to Transition the Services defined in the Agreement in accordance with the detailed Transition Project Schedule and RTM.		X

12	Begin providing agreed-to support for resolution of in-scope tickets, including service requests, and other Services as agreed. This is typically for application support but can be expanded to include other Services as agreed to by the Parties (Client and its third-party providers still have delivery ownership and responsibility of the Services in this scenario until AoS).	X	
13	Train the steady-state team and upload knowledge management assets to the approved repository.	X	
14	Establish with Client the report and delivery mechanisms defined within this Schedule and elsewhere in the Agreement related to the delivery of the Services.	X	
Go-Live Phase			
No	Tasks and Responsibilities	Vendor	WMCHHealth
1	Execute end-user communications		X
2	Complete the Transfer of Ownership of Services responsibility from the Client or its third-party providers to Supplier for defined Services at each Go-Live event per agreement by the Parties.	X	
3	Complete and gain acceptance of all Transition Deliverables with Client.	X	
4	Produce and review the reports as defined in the Agreement for the Services that have transitioned to Supplier with Client for feedback and adjustments.	X	
5	Assist the Supplier steady-state delivery teams in post-go-live support needed to facilitate a smooth and expedited stabilization of the Services that were transitioned or migrated.	X	
6	Complete any existing, backlog, or in-flight support and provide reverse shadow support as agreed with the Parties to facilitate a smooth and expedient Transition and stabilization of the Services that were assumed by Supplier.		X
7	Conduct a lessoned learned session with the Supplier, Client Transition teams, and other key stakeholders to understand high-priority issues or concerns as well as capture items to improve the process going forward and facilitate the journey to future state operations including approved improvement initiatives.	X	
8	Perform a final Transition exit review to assess Client satisfaction and address outstanding issues requiring further responses.	X	
9	Document acceptance that in-scope Services have transitioned or migrated to Supplier and the Services represented in this Schedule have been completed.		X