REQUEST FOR PROPOSALS

Outside Counsel Services

RFP #: WF1ACD3

RFP Issue Date: November 10, 2026
Proposal Due Date: December 10, 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 Westchester Medical Center Health Network ("WMCHealth") is issuing this Request for Proposals ("RFP") to invite qualified firms to submit proposals to provide **Outside Counsel** services to WMCHealth. A detailed description of the **Outside Counsel** services is set forth in Attachment H "Scope of Services."

All prospective RFP respondents will submit proposals to provide services for WMCHealth, including the acute care locations listed below. WMCHealth has undertaken a consolidation transaction pursuant to which certain affiliated hospital entities have transferred substantially all of their respective operating assets to Westchester Medical Center ("WMC"), with affected facilities operating as a licensed location of WMC.

1. Westchester Medical Center
   100 Woods Road
   Valhalla, NY 10595

2. MidHudson Regional Hospital
   Of Westchester Medical Center
   241 North Road
   Poughkeepsie, New York 12601

3. Good Samaritan Hospital, a member of WMCHealth
   255 Lafayette Avenue
   Suffern, NY 10901

4. Port Jervis Community Hospital, a member of WMCHealth
   (including St. Joseph's Place)
   160 E Main Street
   Port Jervis, NY 12771

5. St. Anthony Community Hospital, a member of WMCHealth
   15 Maple Avenue
   Warwick, NY 10990

6. HealthAlliance Hospital, a member of WMCHealth
   Mary's Ave Campus
   105 Mary's Ave
   Kingston, NY 12401

7. HealthAlliance Healthy Village
   Broadway Campus
   396 Broadway
   Kingston, NY 12401

8. Margaretville Hospital
   42084 State Highway 28
   Margaretville, NY 12455

1.2 Background

WMCHealth Network

The Westchester Medical Center Health Network (WMCHealth) is a 1,700-bed healthcare system headquartered in Valhalla, New York. Serving nearly 2.5 million residents across more than 6,000 square miles, WMCHealth is the Hudson Valley's only academic medical center-led health network, and includes nine hospital facilities on seven campuses, 60 ambulatory care sites, nearly 13,500 employees and nearly 3,000 attending physicians. WMCHealth is home to the region's only Level 1 adult and pediatric trauma center with 24/7 Medevac, advanced care children's hospital, organ transplant center, full-service heart center and Level 4 neonatal ICU, as well as the only Burn Center between New York City and the Canadian border. WMCHealth includes community hospitals, specialized institutes and centers, skilled nursing and one of the largest behavioral health systems in New York State.

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; Port Jervis 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, with an overview of each location available on locations section of the WMCHealth website, www.wmchealth.org/locations. (WMCHealth and each of its component entities may be hereinafter referred to as "WMCHealth" or the "Corporation").

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 Letter of Intent

Law Firms ("Law Firm(s)" or "Vendor(s)") interested in responding to the RFP are encouraged to submit a Letter of Intent to Propose to the Designated Contact(s) identified in Section 2.6 by **November 17, 2026**, with email subject and file title "**WF1ACD3 – Outside Counsel Services – Letter of Intent – [INSERT LAW FIRM NAME]**." Letters of Intent to Propose shall be non-binding.

2.3 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) identified in Section 2.6 by **November 20, 2026**, with email subject and file title "**WF1ACD3 – Outside Counsel Services – Questions – [INSERT LAW FIRM NAME]**." No questions or requests for clarification will be accepted by telephone. Questions submitted by law firms and all Corporation's responses will be distributed to all prospective proposers.

2.4 Key Events/Timeline

Event	Date and Time
RFP Release	**November 10, 2026**
Letter of Intent	**November 17, 2026**
Questions and Requests for Clarification Due	**November 20, 2026**
Questions and Answers Distributed	**December 1, 2026**
Proposal Due Date	**December 10, 2026**
Tentative Contract Start Date	**January 1, 2027**

2.5 Submission of Proposal

PROPOSERS MUST EMAIL THEIR PROPOSAL NO LATER THAN 4:00 PM EASTERN STANDARD TIME ON DECEMBER 10, 2026, TO THE DESIGNATED CONTACTS IDENTIFIED IN SECTION 2.6, with email subject and file title "**WF1ACD3 – Outside Counsel Services – Proposals – [INSERT LAW FIRM NAME]**." 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.

2.6 Designated Contacts

State Finance Law Sections 139-j and 139-k (the "Procurement Requirements") restrict communications between THE CORPORATION and Law Firms 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 LAW FIRMS AND THE CORPORATION REGARDING THIS RFP, MUST BE CONDUCTED ONLY WITH REPRESENTATIVES IDENTIFIED BY THE CORPORATION AS "DESIGNATED CONTACTS."

Please ensure that ***all*** communication is sent to ***all*** the Designated Contacts for this RFP listed below:

Subject-Matter Contacts	**Peter Bernacki, Esq.** **Network Director, Procurement Counsel** **Peter.Bernacki@wmchealth.org**	**Steven G. Nachimson, Esq.** **Senior Associate General Counsel** **Steven.Nachimson@wmchealth.org**
Administrative Contacts	**Ainsley Maynard** **WMCHealth Network** **Procurement Specialist** **Ainsley.Maynard@wmchealth.org**	**Patrice Gordon-Poyser** **WMCHealth** **Network Director, Contracting** **Patrice.Gordon-Poyser@wmchealth.org**

A. Exceptions: Permissible Contacts

In certain limited circumstances, it is permissible for Law Firms 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 Law Firms;
- 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, WMCHealth will record information about contacts with Law Firms 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.

WMCHealth will review whether Law Firms' contacts with WMCHealth were made in accordance with the terms of this Section 2.6 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.

2.7 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.

2.8 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.

2.9 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 content described in Attachment H, Section 6, as well as the details below.

A. **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, WMCHealth 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.

B. **Additional Information:** Why should your firm be selected? What can you do for the Corporation that other firms cannot? Please include any other information about your firm that can answer these questions.

C. **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.

D. **Attached Forms:** All proposals must include completed copies of the forms annexed hereto as **Attachments C, D, E, F, G, H, and I**.

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

Westchester Medical Center Health Network ("WMCHealth") is seeking proposals from qualified firms to provide **Outside Counsel services to WMCHealth as set forth in Attachment H.**

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 WMCHealth's procurement policy.

6. Contract Overview

6.1 Contracting Parties

Westchester County Health Care Corporation d/b/a Westchester Medical Center (WMC) will be the contracting party in agreement(s) with the successful proposer(s) resulting from this RFP, with a list of its member locations referenced in Section 1.1 of this RFP. In its sole and absolute discretion, Westchester County Health Care Corporation may elect to structure the contract in its sole name, or in its name on behalf of itself and its affiliates.

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 Contractor/Consultants 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.

LAW FIRM AGREEMENT

THIS AGREEMENT is entered into and effective as of _____, 20__ (the "Effective Date"), by and between

WESTCHESTER COUNTY HEALTH CARE CORPORATION, a public benefit corporation existing by virtue of the laws of the State of New York, having an office at 100 Woods Road, Executive Offices, C2, Valhalla, New York 10595, (the "Corporation"), as operator of the Westchester Medical Center ("WMC"), Valhalla, New York 10595

and

_____, having an office and a place of business at _____ (the "Attorney")

WHEREAS, the Corporation requires legal services and representation in connection with _____ and other related matters;

WHEREAS, the Corporation desires to engage the Attorney to perform such legal services and representation;

NOW, THEREFORE, in consideration of the terms and conditions stated herein, the parties agree as follows:

FIRST: The Attorney shall provide the Corporation with legal services and representation and serve as counsel, under this Agreement, in connection with _____ and other related matters and shall accept all such work assigned by the Corporation ("Assignments"), except for good cause shown. The Attorney, upon written notice to the Corporation within two (2) business days after the Attorney's receipt of an Assignment, may refuse to accept an Assignment for good cause shown. The notice of refusal shall fully explain the Attorney's good cause for refusal of the Assignment. Any and all documents forwarded to the Attorney regarding such Assignment must be returned with the notice of refusal.

The services to be performed pursuant to the terms of this Agreement shall commence promptly upon receipt of an Assignment by the Attorney, and shall be conducted in the best interests of the Corporation as determined by the Attorney in consultation with the General Counsel to the Corporation ("General Counsel"). The Attorney shall report only to the General Counsel and shall forward copies of all papers served or filed in relation to the Assignments to General Counsel. Documents that the Attorney reasonably believes to be urgent should be sent by facsimile or hand-delivered to General Counsel. The Attorney shall submit periodic progress reports as directed by the General Counsel and immediately comply with all requests for information or copies of documents that are filed, generated, prepared or obtained by the Attorney relating to the Assignment. In no circumstance shall the Attorney obligate, or attempt to obligate, the Corporation by way of settlement or otherwise without the express written consent of General Counsel.

The Attorney shall have an Attorney/Client relationship with the Corporation and its directors and

officers acting in their official capacities. All communications between the Attorney and the Corporation and such directors, and officers shall be privileged to the fullest extent permitted by law unless such privilege is specifically waived in writing by the Corporation, provided that all communication between Attorney and all other Corporation employees with respect to its representation of the Corporation shall be privileged to the fullest extent permitted by law unless such privilege is specifically waived in writing by the Corporation.

SECOND: This Agreement shall be for an initial term of one (1) year commencing on the Effective Date set forth above (the "Initial Term"), and shall be automatically renewed for four (4) additional one (1) year terms, (the "Renewal Terms"), unless terminated earlier as provided herein.

THIRD: For the services rendered pursuant to Paragraph "FIRST," the Attorney shall be paid at the rates set forth in Schedule "A," which is attached hereto and forms a part of this Agreement. The Attorney shall be responsible for its own expenses in connection with the provision of Services, including, but not limited to, facsimile charges, meals, local limousine or taxi services, on-line research services, telephone charges, regular postage, photocopies, secretarial, clerical or administrative personnel and messenger services. The Attorney shall obtain the prior written consent of General Counsel for any expenses or disbursements incurred by the Attorney in the performance of this Agreement for which reimbursement from the Corporation will be sought.

The Attorney shall properly maintain detailed time and disbursement records relative to, and contemporaneous with the services rendered for which compensation is to be paid by the Corporation pursuant to the terms of this Agreement. Corporation shall pay all properly submitted and undisputed invoices within ninety (90) days from date Corporation receives an invoice. All bills for all Assignments shall be submitted on a monthly basis directly to the General Counsel at 100 Woods Road, Executive Offices, C-2, Valhalla, New York 10595, in addition to being sent via e-mail to legalinvoices@wmchealth.org. All such bills shall be submitted on a consecutively numbered invoice as attachments to properly executed payment vouchers of the Corporation, and shall include, without limitation, the following:

1. Name of case or matter worked on
2. Contract Number
3. Date legal services rendered
4. Names of employees rendering services
5. Nature of services rendered
6. Required time expended

Prior to the making of any payments hereunder, the Corporation may, at its option and at any time, audit all files and disbursements records of the Attorney as are reasonably pertinent to this Agreement to substantiate the basis for payment. The Corporation shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Attorney to cooperate with such audit. The Corporation shall, in addition, have the right to audit all files at any time and disbursement records subsequent to payment if such audit is commenced within one (1) year following the expiration or termination of this Agreement.

The Attorney shall have an affirmative obligation to cooperate in answering any questions the Corporation has regarding the Attorney's bills to substantiate all claims for payment.

FOURTH: The Attorney, during the performance of this Agreement, shall not represent or agree to represent a client in any action or proceeding against the Corporation, or against any officer or director of the Corporation sued in his/or official capacity, except with the express prior written consent of the Corporation given by General Counsel. The parties expressly agree that the prohibition contained in this paragraph "FOURTH" shall be deemed to include and prohibit the assertion of any third party claim, counterclaim or cross-claim by the Attorney.

FIFTH: It is understood and agreed by and between the parties hereto that the services to be rendered by the Attorney in its performance of this Agreement are a material element of this Agreement. No substitution of the services of the Attorney by another shall be permitted during the term of this Agreement without the express prior written consent of the Corporation and any purported subcontracting, delegation of duties or assignment of rights under this Agreement without the prior express written consent of the Corporation is void.

No staff member of the Attorney, other than those listed on Schedule "A," shall be permitted to perform services pursuant to this Agreement unless authorized in advance to do so, in writing, by General Counsel. In addition, the Attorney shall provide to the Corporation, at the time of execution of this Agreement, a resume of applicable legal experience.

SIXTH: The Corporation, upon ten (10) days' notice to the Attorney, may terminate this Agreement, in whole or in part, when the Corporation deems such termination to be in its best interest. The Attorney, upon sixty (60) days' written notice to the Corporation, may terminate this Agreement, in whole or in part, when the Attorney deems it to be in its best interest.

In the event of termination, the Attorney agrees to fully cooperate with the Corporation regarding substitution of counsel, including, but not limited to, the transfer of the Attorney's files and the communication of all relevant knowledge or information related to the Assignment to substitute counsel. Upon termination, the Attorney shall be compensated, and the Corporation shall be liable for payment, only for services already rendered under this Agreement prior to the effective date of termination. The Attorney expressly waives any and all liens of any nature whatsoever arising out of this Agreement.

SEVENTH: All records compiled by the Attorney in completing the work described in this Agreement, including but not limited to pleadings, transcripts, written reports, correspondence, and all other similar recorded data, shall become and remain the property of the Corporation. The Attorney shall deliver to the Corporation all such records as may be requested by General Counsel. The Attorney may retain copies of such records for its own use, subject to Attorney/Client privilege.

EIGHTH: The Attorney agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict, in any manner or degree, with the Attorney's performance of the services and duties hereunder. The Attorney further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Attorney represents and warrants that it has not employed or retained any person, other than a bona fide full-time salaried employee working solely for the Attorney to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full-time salaried employee working solely for the Attorney) any fee, commission, percentage, gift or other

consideration, contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the Corporation may be entitled or any civil or criminal penalty to which any violator may be liable, the Corporation shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct from the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

NINTH: The Attorney shall comply, at its own expense, with the provisions of all applicable federal, state and municipal laws, rules, regulations or requirements including, but not limited to, all federal, state and municipal laws, rules, regulations or requirements applicable to the Attorney as an employer of labor or otherwise. The Attorney shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and others employed to render the services hereunder.

TENTH: The Attorney expressly agrees that neither the Attorney, nor any person acting on his behalf, shall discriminate against any individual on the basis of race, religion, creed, color, national origin, sex, age, disability, marital status, genetic predisposition or carrier status in connection with the services to be provided under this Agreement.

ELEVENTH: The Attorney shall comply fully with the applicable insurance requirements contained in Schedule "B" entitled "Standard Insurance Provisions," attached hereto and made a part hereof. The Attorney shall ensure that insurance companies issuing the insurance policy or policies, in compliance with the insurance requirements in Schedule "B," have no recourse against the Corporation (including its employees, agents and subsidiaries) for payment of any premiums or for assessments under any form of policy. Further, any and all deductibles of insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Attorney.

TWELFTH: The Attorney's relationship to the Corporation shall be that of an independent contractor. Nothing herein contained shall create or be construed as creating a co-partnership or agency between the Corporation and the Attorney. Each party shall be liable for its own debts, obligations, acts and omissions. The Attorney remains solely responsible for the payment of all required withholding, Social Security and other taxes or benefits for its employees or any third persons working on the Attorney's behalf.

THIRTEENTH: The failure of the Corporation to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment for the future of such term or condition, but the same shall remain in full force and effect. No waiver by the Corporation of any provision hereof shall be implied.

FOURTEENTH: Unless otherwise stated herein, all notices of any nature referred to in this Agreement shall be in writing and hand-delivered or commercial overnight courier, or sent by registered or certified mail, postage pre-paid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

To the Corporation: General Counsel
Office of Legal Affairs
Westchester County Health Care Corporation
100 Woods Road

Executive Offices, C-2
Valhalla, New York 10595

Copies of notice to Entity shall be simultaneously sent to Corporation's Office of Legal Affairs, attn.: General Counsel, at WMCLegalNotices@WMCHealth.org

To the Attorney: INSERT NAME AND ADDRESS

All Notices shall be effective three days after mailing, if mailed, or if hand delivered, on the day such Notice is personally served upon the person designated for the receipt of such Notice under this paragraph "FOURTEENTH."

FIFTEENTH: This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

SIXTEENTH: This Agreement shall not be enforceable until signed by all parties. Each party represents to the other that the execution, delivery and performance of this Agreement by the representatives of each of the parties set forth below has been fully authorized by all necessary actions or approvals and this Agreement constitutes the valid and binding obligation of each of the parties, enforceable in accordance with its terms.

SEVENTEENTH: This Agreement shall be construed and enforced in accordance with the laws of the State of New York, regardless of conflict of laws provisions.

IN WITNESS WHEREOF, the Corporation and the Attorney have executed this Agreement in duplicate.

SCHEDULE "B" STANDARD INSURANCE PROVISIONS

1. Prior to commencing work, the Attorney shall obtain at its own cost and expense the required insurance from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance in a form satisfactory to the Westchester County Health Care Corporation ("Corporation"). The policies or certificates thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the General Counsel of the Corporation by mail for all of the following stated insurance policies, except for the professional liability. All notices shall name the Attorney and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Corporation, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the corporation, the Attorney shall upon notice to that effect from the Corporation, promptly obtain a new policy, submit the same to the Office of General Counsel of the Corporation for approval. Upon failure of the Attorney to furnish, deliver and maintain such insurance, the Agreement, at the election of the Corporation, may be declared suspended, discontinued or terminated. Failure of the Attorney to take out or maintain any required insurance, shall not relieve the Attorney from any liability under the Agreement. All property losses shall be made payable to and adjusted with the Corporation.

2. The Attorney shall provide proof of the following coverage:

(a) Workers' Compensation and Disability. Proof of compliance with New York State Workers' Compensation Law.

(Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits' Policy, or both, a temporary permit may be issued if the employer completes form C-105.2 in duplicate. A copy of form C-105.2 is sent to the Worker's Compensation Board, Information Unit for investigation and report.)

If the employer is self-insured for Worker's Compensation, a certificate from the New York State Worker's Compensation Board evidencing that fact must be presented.

(b) Employer's Liability with minimum limit of $1,000,000.

(c) General Liability Insurance with a minimum limit of liability per occurrence of $2,000,000 for combined bodily injury and property damage, naming the Westchester County Health Care Corporation as an additional insured. This insurance shall indicate on the certificate of insurance the following coverages:

(i) Premises - Operations.
(ii) Broad Form Contractual.
(iii) Independent Contractors and Subcontractors.

(d) Vehicle liability insurance with a minimum limit of liability per occurrence of $1,000,000. This

insurance shall include coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicle.

(e) Attorney's Professional Liability with a minimum limit of liability of $1,000,000.

(f) Cyber Liability: Privacy and Information Security coverage with limits of at least $5 million per claim and in the annual aggregate. This is to include coverage for intentional or unintentional disclosure of private personal or corporate information. Coverage must also extend to liability for transmittal of a virus or malicious code and denial of access/denial of service. Liability must include the cost of regulatory action defense and fines/penalties, privacy breach notification, credit monitoring, and public relations expenses

3. All policies and certificates of insurance, other than the Attorney's Professional Liability Policy, of the Attorney shall contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the Westchester County Health Care Corporation (including its employees and other agents and subsidiaries), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) Westchester County Health Care Corporation is named as an additional insured.

Travel and Expense Policy for Contractor/Consultants

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 Westchester Medical Center (WMC) to be appropriately reimbursed for travel and expenses as it relates to WMC.

SCOPE:

Vendors of Westchester Medical Center

RESPONSIBILITY:

Westchester Medical Center vendors and contractors.

POLICY STATEMENT:

It is the policy of WMC to reimburse certain vendors for out-of-pocket expenses related to:

a. services provided to WMC
b. expenses while on official WMC 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.

AUTHORING DEPARTMENT:

Office of Corporate Compliance

PROCEDURE:

- For air travel, reimbursement shall be at coach fare.
- The use of personal vehicles for travels less than sixty (60) miles from the WMC shall not be reimbursed.
- Lodging costs shall be moderate in nature. (Use Corporate discounts when available)
- WMC 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, WMC shall reimburse one mid-size vehicle for each group of four (4).
- WMC requires valid receipts for all submitted expenses outside of meals and incidentals.
- All meals and incidentals shall be reimbursed at a flat rate of $60.00 per day. No receipts are required.

WMC 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-WMC 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.

WMC 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 WMC against any amounts owed by WMC to the vendor for it 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 WMC the amount of any such rebate, discount or refund. Such rebates, refunds and discounts shall be due to WMC 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 WMC 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** _____

* **<u>If you answered Yes</u>**, 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** _____

* **<u>If you answered Yes</u>**, 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** _____*

* **<u>If you answered No</u>**, 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** _____*

* **<u>If you answered No</u>**, 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 Entity[1] 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 training[3] 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 _____

Name of Business _____

Address _____

City, State, Zip _____

[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.