REQUEST FOR PROPOSALS

Enterprise Printer Service Management

RFP #: WFEDB3F

RFP Issue Date: November 12, 2026
Proposal Due Date: December 11, 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

Table of Contents

1. Introduction and Background 3
1.1 Purpose of the Request for Proposals 3
1.2 Background 3
2. RFP Instructions 4
2.1 General Instructions 4
2.2 Letter of Intent 4
2.3 RFP Questions and Clarifications 4
2.4 Key Events/Timeline 4
2.5 Submission of Proposal 4
2.6 Designated Contacts 4
2.7 Addenda to RFP 6
2.8 Cost of Proposals 6
2.9 Proposal Format and Content 6
3. RFP Award 8
3.1 Method of Award 8
4. Scope of Services 8
4.1 Service Level Agreements (SLAs), Support, and Escalation 8
4.2 Reporting, Analytics, and Operational Insights 9
4.3 Implementation, Transition, and Strategic Partnership 9
5. Administrative Information 10
5.1 Reservation of Rights 10
5.2 Confidentiality of Proposals 10
5.3 Non-Discrimination and MWBE Policy 10
6. Contract Overview 11
6.1 Contracting Parties 11
6.2 Contract Provisions 11
6.3 Acceptance of Terms and Conditions 11
6.4 Disposition of Proposals 11

Attachments

Attachment A – WMCHealth Definitions and Standard Terms and Conditions
Attachment B – Travel and Expense Policy for Contractors/Consultants
Attachment C – Vendor Debarment/Exclusion Questionnaire
Attachment D – Disclosure of Prior Non-Responsibility Determinations
Attachment E – State Finance Law Affirmation
Attachment F – M/WBE and EEO Compliance Documentation Forms
Attachment G– Diversity Practices Questionnaire

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 **Enterprise Printer Service Management** services throughout WMCHealth. A detailed description of the **Enterprise Printer Service Management** services is set forth in Section 4 "Scope of Services."

All prospective RFP respondents will submit proposals to provide services throughout WMCHealth, including the following acute care locations:

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's 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 hospitals 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

Vendors 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 "**WFEDB3F – Enterprise Printer Service Management – Letter of Intent – [INSERT VENDOR NAME]**." Letters of Intent to Propose shall be non-binding. Vendors who submit a letter of intent to respond may be provided with a Non-Disclosure Agreement for execution. If walkthroughs are scheduled, only vendors that execute a Non-Disclosure Agreement will be invited to participate in scheduled walkthroughs of WMCHealth facilities.

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 "**WFEDB3F – Enterprise Printer Service Management – Questions – [INSERT VENDOR NAME]**." 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.

2.4 Key Events/Timeline

Event	Date and Time
RFP Release	November 12, 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 11, 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 11, 2026, TO THE DESIGNATED CONTACTS IDENTIFIED IN SECTION 2.6, with email subject and file title **"WFEDB3F – Enterprise Printer Service Management – Proposals – [INSERT VENDOR 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 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."

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

Subject-Matter Contacts	**Miguel Artache** **VP CTO** **Miguel.Artache@wmchealth.org**	**Edwin Quiroz** **Senior Director – Information Technology** **Edwin.Quiroz@wmchealth.org**

	Peter Connelli **Supervisor, Telecom** **Peter.Conelli@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 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, WMCHealth 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.

WMCHealth will review whether vendors' contacts with WMCHealth 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.

2.7 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 the following sections:

A. **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.

B. **Table of Contents:** The table of contents in the proposal should clearly identify all items of the proposal by question number and page number.

C. **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:

- 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.
- If the signer is not the contact person identified on the title page, also include the address and telephone number of the authorized signatory.
- 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.

D. **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.

E. **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.

F. **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.

G. **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.

H. **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.

I. **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.

J. **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.

K. **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

Westchester Medical Center Health Network ("WMCHealth") is seeking proposals from qualified vendors to provide a comprehensive Enterprise Printer Service Management solution across all WMCHealth hospitals, outpatient facilities, physician practices, administrative offices, and affiliated locations. The selected vendor will be expected to deliver a fully managed print environment that improves operational efficiency, enhances information security, standardizes printing technologies, reduces total cost of ownership, and supports the clinical and administrative workflows required within the multi-site healthcare organization. The engagement will encompass all aspects of printer fleet management, including assessment, design, implementation, maintenance, monitoring, reporting, optimization, and lifecycle replacement services. This scope aligns with the existing WMCHealth enterprise printer service management framework.

The vendor will consider the following services that are currently being provided and make recommendations relative to their continuation and/or improvement when preparing a response to this RFP.

4.1 Service Level Agreements (SLAs), Support, and Escalation

- Define device uptime commitments and service level agreements (SLAs) for all deployed printing devices.
- Establish clear escalation procedures for incident management, service interruptions, and unresolved issues.
- Provide multiple support coverage options, including standard and enhanced support models.
- Include priority response and resolution services for critical clinical areas where printer downtime may impact patient care, patient safety, or operational continuity.
- Identify support delivery methods, response time commitments, and escalation contacts for critical events.

- Demonstrate the ability to provide proactive monitoring and rapid remediation of device and service issues.

4.2 Reporting, Analytics, and Operational Insights

- Provide comprehensive dashboards and reporting capabilities that deliver actionable operational and financial insights.
- Report print volumes by device, department, location, and user group.
- Track device utilization and identify opportunities for fleet optimization.
- Analyze color versus monochrome printing trends and consumption patterns.
- Provide departmental usage and chargeback/showback reporting capabilities.
- Deliver detailed service activity reports, including incidents, maintenance, and device performance metrics.
- Monitor and report security-related events, vulnerabilities, and compliance activities.
- Track sustainability metrics, including paper consumption, energy usage, and environmental impact.
- Provide cost-per-page analysis and total cost of ownership reporting.
- Support executive leadership, operational management, finance, and IT teams with role-based reporting and dashboard views.
- Enable data-driven decision-making and continuous optimization of the enterprise print environment.

4.3 Implementation, Transition, and Strategic Partnership

- Provide a comprehensive implementation and transition plan with defined milestones and deliverables.
- Establish a project governance structure with clearly identified roles, responsibilities, and communication channels.
- Develop and execute a communication strategy to support stakeholder engagement throughout the project lifecycle.
- Conduct pilot testing and validation activities prior to large-scale deployment.
- Provide detailed deployment schedules for all WMCHealth facilities and locations.
- Deliver end-user, technical, and administrative training programs to support adoption and operational readiness.
- Provide on-site and remote go-live support during implementation activities.
- Include post-implementation review, optimization, and continuous improvement services.
- Minimize disruption to patient care, clinical operations, and business workflows throughout the transition process.
- Demonstrate the ability to serve as a long-term strategic partner supporting WMCHealth’s enterprise print management objectives.
- Support the development of a standardized, secure, highly available, and cost-effective enterprise print management program.
- Align proposed solutions with WMCHealth’s digital transformation initiatives and long-term operational goals.

- Pull printing or secure printing - A secure print management solution that allows users to print to a centralized queue and release documents at any authorized printer using badge authentication or login credentials.

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 Contractors/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.

WMCHealth 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 **Enterprise Printer Service Management** 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 up to 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 Corporation's standard form of Business Associate Agreement.

4.3. No Publication Without Consent. 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://sam.gov/content/exclusions) 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 to 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. Any action or proceeding related to or arising directly or indirectly out of this Agreement shall be commenced and maintained in the New York Supreme Court, Westchester County or the Federal District Court for the Southern District of New York.

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.

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.

4.18.2. 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.

4.18.3. 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.

4.19. 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.

4.20. 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.

4.21. 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.

4.21.1. 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.

4.22. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.

4.23. 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 five (5) business days, either Party shall have the right and option to terminate the Agreement

4.24. 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. To the extent that terms or provisions in the main body of this Agreement conflict with the terms and provisions of any attachment, exhibit, schedule or other referenced document, the terms and provisions of the main body of this Agreement will control.

4.25. Amendment. The Agreement may only be amended by written agreement of the Parties.

4.26. Assignment. Except as otherwise provided in this section, 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. The foregoing notwithstanding, Corporation may assign this Agreement to any of its affiliates in its sole and absolute discretion.

4.27. 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.

4.28. 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.

4.29. 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.

4.30. 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 $1,000,000.

(c) General liability insurance with a minimum limit of liability per occurrence of $5,000,000 for bodily injury and $5,000,000 for property damage or a combined single limit of $5,000,000 (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 $2,000,000 per occurrence per occurrence, $2,000,000 per occurrence 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 $1,000,000 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.

(f) Fidelity Bond. Evidence in the form of a notarized certificate issued by an acceptable bonding company or an ACORD certificate that the vendor's staff is bonded under a Fidelity Bond and/or a 3-D Insurance Policy (covering dishonesty, disappearance, and destruction.

(g) Cyber Liability: Privacy and Information Security coverage with limits of at least $5 million per occurrence. 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,

(h) Excess Liability/Umbrella Insurance with a minimum limit of liability per occurrence of $5,000,000 over and above the underlying primary coverage limits stated in Subsections (3), (4), 5d), (6), (7), and (8) above with respect to

bodily injury or death to any number of persons in any one accident or occurrence. The policy shall be endorsed to name the Corporation as additional insured, on a non-contributory basis.

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 Contractors/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) with 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
b. such contract references said expenses.
c. 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.