



# PURCHASING DEPARTMENT

## COUNTY OF STEUBEN

3 EAST PULTENEY SQUARE  
BATH, NEW YORK 14810-1510  
(607) 664-2484

### LEGAL NOTICE

The Public Safety and Corrections Committee of the Steuben County Legislature and the Steuben County Director of Public Safety will receive competitive sealed bids per specifications for Ambulance Billing Software; document #GC-24-009-B.

Bid documents are available at the Purchasing Department, 3 East Pulteney Square, Bath, New York. Telephone number: 607-664-2484. These documents are also available on the Steuben County website at [www.steubencountyny.gov](http://www.steubencountyny.gov).

Interested parties assume all responsibility to acquire bid information and forms.

Bids will be received at the Purchasing Department until 1:30 P.M. local time on **Thursday, March 21, 2024**, at which time and place all bids will be publicly opened and read.

To be considered, bids must be submitted on Steuben County bid forms and delivered in a sealed opaque envelope.

Dated: February 28, 2024

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Andrew G. Morse  
Director of Purchasing

## **GENERAL TERMS AND CONDITIONS**

1. **Objective:**

This bid document is published to obtain competitive prices for ambulance billing services.

2. **Acquisition of Bid Documents:**

- a) Bid documents are available at the Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York. The office is open Monday – Friday, 8:30 A.M. – 4:30 P.M., except holidays. Telephone number is 607-664-2484. These documents are also available on the internet; Steuben County website at [www.steubencountyny.gov](http://www.steubencountyny.gov).
- b) Each contractor bears sole responsibility for the acquisition of bid documents. Request for bid documents to be forwarded is neither a guarantee nor an incurred obligation on the part of Steuben County to ensure contractor's receipt of bid documents; timely or otherwise.
- c) Receipt of these bid documents, unsolicited or otherwise, shall not be construed as a pre-determination of contractor's qualifications to receive a contract award. Nor shall said receipt of these bid documents be interpreted as an endorsement that the recipient's equipment, materials, products, and/or services are in compliance with the bid specifications.

3. **Document Number:**

- a) This document has been assigned the following number: GC-24-009-B.
- b) Relevant awards, contracts, agreements, correspondence, etc. shall reference the assigned document number.
- b) It shall be understood by all interested parties that unless amended by, and only to the extent amended by, the Director of Purchasing, this document (as well as all requirements set forth herein) shall become an integral component of any and all relevant contracts/purchase orders/agreements.

4. **Examination, Interpretation, Correction of Bid Documents:**

Each contractor shall examine all bid documents and judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to this bid solicitation shall be in writing and submitted to the Purchasing Department. The County shall not be responsible for oral interpretations given by any county employee, representative or others. The

issuance of written addendum/addenda is the only official method whereby interpretation, clarification or additional information can be given.

5. **Requirements:**

a) **Prevailing Law -**

To all interested parties – any and all requirements specified herein notwithstanding, it is Steuben County’s intent that, in all instances and under any circumstance, the law of the land shall be in force. Steuben County does not knowingly request nor does it knowingly authorize actions which are contrary to the laws, regulations, mandates and all such statutes which are in force at any time during the term of any contract awarded as a result of this bid solicitation. Laws, regulations, mandates and all such statutes as promulgated by authorized government entities shall prevail.

b) **Requirements –**

It shall be understood and agreed by all interested parties that, unless amended (specifications modified and/or waived) by Steuben County, and only to the extent amended by the County, any and all information contained in this bid document is to be considered an essential component of the bid document and subsequent contracts and that the bid document as published or amended represents the requirements acceptable to Steuben County.

However, any and all requirements specified herein notwithstanding, it shall be understood and agreed by all interested parties that the following shall apply:

Steuben County reserves as its right, the right to amend (modify and/or waive) specifications where such amendment;

- 1) does not alter the essential nature and/or performance (the form, function, and utility) of the equipment, product, or service.
- 2) encourages the proffer of equivalent equipment, product, or service from interested contractors and manufacturers.

c) Unless amended (specifications modified and/or waived) by the County, and only to the extent amended by the County, this document (all information, terms and conditions, requirements, specifications, and addendum/addenda) shall prevail. If amended, said document as amended shall prevail.

- 1) Award of a bid shall not be construed as approval, by the County, for the contractor to deviate from this document; regardless of whether said deviations is stated in the contractor's attachments to its bid.

- 2) Further, the County shall not be bound by the contents and language expressed in the contractor's bid attachments; including any attachments submitted to the contractor by manufacturers, sub-contractors, suppliers, and other parties.

6. **Preparation of Bid Documents:**

Bids must be submitted on the forms provided in the bid documents and prepared in the following manner:

- a) All bid forms shall be legibly completed using a permanent medium (e.g. ink, typewriter, laser printer, etc.).
  - 1) If the submittal of unit prices is a requirement, said unit prices shall prevail.
  - 2) All mathematical functions (extensions, additions, etc.) are subject to audit.
  - 3) In the event of a discrepancy between the price in words and that in figures, the lower price shall be considered the price bid.
  - 4) Each price bid shall be expressed as a numerical dollar value; indicators such as ditto marks, arrows, etc. are not acceptable.
- b) All forms requiring the contractor's signature shall be signed by the contractor or the contractor's authorized representative. Erasures and/or alterations shall be initialed by the individual whose signature appears on the bid forms.
- c) The contractor shall submit the bid in accordance with the bid documents and shall not make any changes in the wording of the bid forms or make any stipulations or qualify the bid in any manner.
- d) Unless otherwise specified by Steuben County, all bids are required to be: FOB Destination, freight allowed. Destination to be designated by the County.
- e) All bids shall be firm for a period of forty-five (45) days from the bid opening date; during which time the County shall render its decision.

7. **Non-Collusive Bidding Clause and Certificate:**

- a) Clause –  
"By submission of this bid, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint bid, each party

thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

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

- b. The contractor shall submit a signed and dated Non-Collusive Bidding Certificate with its bid. Said certificate is mandated by Chapter 956 of the Laws of New York State, pursuant to Section 103-D of the General Municipal Law. Reference the "NON-COLLUSIVE BIDDING CERTIFICATE" form included in this bid document.

8. **Hold Harmless Clause and Form:**

- a) Clause –  
"The contractor agrees that it shall at all times save harmless the County of Steuben from all claims, damages or judgements or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of the contractor and in particular as may arise from the performance under this contract. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury."
- b) The contractor shall submit a signed and dated Hold Harmless Clause form with its bid. Reference the "HOLD HARMLESS CLAUSE" form included in this bid document.

9. **Iranian Energy Sector Divestment Certification:**

Contractor hereby represents that said contractor is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment".

By submission of this bid, each contractor and each person signing on behalf of any contractor certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its

knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a(3)(b).

The contractor shall submit a signed, notarized and dated Iranian Energy Sector Divestment Certification with its bid.

Said certificate is mandated by Section 103-g of the General Municipal Law. Reference the Iranian Energy Sector Divestment Certificate form included in this bid document.

10. **Prevention of Sexual Harassment:**

Contractor hereby represents that said contractor is in compliance with New York State Labor Law Section 201-g entitled "Prevention of Sexual Harassment".

Contractor offering to provide services pursuant to this contract, as a Consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor's model policy and training standards, to all employees on an annual basis.

Furthermore, by submission of this Expression of Interest procurement document, each contractor and each person signing on behalf of any contractor certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law §201-g).

11. **Insurance:**

a) This quote document includes an information sheet entitled: STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS. These requirements establish the minimum insurances which the contractors shall have in effect prior to entering into a contract to do business with Steuben County. Said insurances are required to remain in effect throughout the term of the contracts.

In the event that the contractor's insurance lapses during the term of the contract, the County reserves, as its right, the right to cancel the contractor's contracts and to purchase the contracted products/services on the open market; with any increase in costs to Steuben County being charged to the contractor. Credit shall not be issued to the contractor where open market costs to the County are less than the costs contracted with the contractor.

- b) Steuben County shall be named as an additional insured in the contractor's policy for all intents and purposes of contracts issued as a result of an award of this quote. The quote document number and quote title shall be referenced in the description/additional comments section of the certificate of insurance form.

Additional insured and certificate holder must only read: Steuben County, 3 East Pulteney Square, Bath, N.Y. 14810.

- c) Each contractor shall submit an original of its Certificate of Insurance (which indicates the contractor's compliance with the above sections a) and b) to Steuben County Purchasing Department, 3 East Pulteney Square, Bath, New York 14810.
- d) The Certificate of Insurance must be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- e) Self-employed persons must carry Worker's Compensation coverage as directed by the Steuben County Risk Manager. Contractor shall submit an original Certificate of NYS Worker's Compensation Insurance Coverage form WC 88 31 21 C, which indicates the contractor's compliance, to be approved by the County Risk Manager prior to the contractor's acting on and/or performing any of the obligations it incurred as a result of the award and/or contract.
- f) Worker's Compensation Insurance Exemption: Contractors claiming to be exempt from the requirement to carry/provide Workers' Compensation Insurance shall submit a fully executed CE-200 form; the form to be complete, notarized, and stamped as received by the New York State Workers' Compensation Board.
- g) OSHA Training: Wherein a contractor and Steuben County are both parties to a contract involving a public works project with an aggregate dollar value of two hundred fifty thousand dollars (\$250,000.00) or more; said contract shall be understood, by all parties, to include "the provisions that all of the contractor's and sub-contractor's laborers, workers, and mechanics shall be certified as having successfully completed a ten (10) hour OSHA approved course in construction safety and health." Such requirement having been mandated by the New York State Laws of 2007, chapter 282.

In those instances where a quote submittal is required, said certifications shall be included with the contractor's submittal. The contractor shall not allow participation in the contracted work by its non-certified staff; i.e. all of the contractor's non-certified laborers, workers, and mechanics.

12. **Sales Tax Exemption:**

The County is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties within the State of New York.

13. **NYS Labor Law; Prevailing Wage and Supplements:**

- a) The attention of each and all contractors is directed to Articles 8 and 9 of the New York State Labor Law in general, but also specifically with regard to – Prevailing Wage and Supplements. Steuben County does, in good faith, identify those projects/services it believes to be – Prevailing Wage and Supplements projects/services. The failure of Steuben County to accurately assess the wage status of a particular project/service shall not relieve the contractor of its responsibility to perform in accordance with the above referenced articles. Interested parties are directed to contact the NYS Department of Labor, Binghamton District Office at (607) 721-8005 for a determination of project/service status.
- b) All interested parties (including, but not limited to, contractors and sub-contractors) shall note, understand and comply with the following: In the event the New York State Department of Labor amends the Prevailing Wage Rate Schedule applicable to contracts entered into as a result of an award of this bid solicitation document, said interested parties that are required to pay Prevailing Wages and Supplements shall be required to pay said Prevailing Wages and Supplements in accordance with the most current, applicable Prevailing Wage Rate Schedule in effect at the time the work is performed.
- c) The General Provisions of Laws Covering Workers; NYS-DOL requires as follows: “Every contractor and subcontractor shall submit to the Department of Jurisdiction (i.e. Steuben County), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (i.e. Steuben County) shall receive and maintain such payrolls.” As provided for, by the above referenced provisions, Steuben County is authorized to withhold payments to contractors who are not in compliance with all NYS Department of Labor Laws; with specific attention to Articles 8 and 9. Therefore, Steuben County shall withhold payments to contractors who have not submitted the initial Certified Payroll and the periodic Certified Payrolls as required herein.
- d) The contractor shall be required to pay prevailing wage and supplements in accordance with NYS Labor Law Articles 8 and 9.



14. **Equivalents:**  
Where, in the bid documents, one certain kind, type, brand, technology or product manufacturer is named, it shall be regarded as the required standard of quality. It is not meant to exclude competition in any way. Similar equipment, products, or service, which are equal in quality, performance, compatibility and equally adaptable for the intended purposes, as determined by the County, and are submitted as specified in the bid documents, will be considered and may be accepted. The decision of the County as to equal will be final.

15. **Supportive Documentation:**  
In addition to specifications stated herein, all equipment/material/products/services shall meet or exceed current standards of the industry. All technical tolerances, ratings, power outputs or any technically specified criteria contained within these specifications are considered to be within the current state of the art and are currently being met by commercially available equipment/material/products/services. The fact that a manufacturer chooses not to produce equipment/material/products to meet these specifications shall not be considered sufficient cause to adjourn these specifications as restrictive. Contractor shall offer the equipment/material/products/services which come closest to meeting these specifications.

Where deviations from the specifications contained herein is necessary, the contractor shall note such deviations. Contractor shall include supportive documentation that clearly indicates the equipment/material/products/services they bid are equivalent to that specified herein. Failure to detail all such deviations will comprise sufficient grounds for rejection of the entire bid.

16. **Protection from Claim Against, "Or Equal":**  
In the event of any claim concerning or relating to the issue of "equal or better" or "equal", the contractor agrees to hold the County of Steuben free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever. The County is to be free and harmless for any and all legal fees and court costs.

17. **Addendum/Addenda:**  
a) If an addendum has been issued prior to the County's receipt of bids; Steuben County shall attempt to notify potential contractors known to have received the bid documents and whose contact information is on file with the County. Steuben County does not ensure the potential contractors' receipt of addendum. It shall be the responsibility of each contractor, prior to submitting its bid, to contact the Director of Purchasing (607) 664-2484, to determine if an addendum has been issued.

- b) Addenda shall be available for review and/or copy at the Purchasing Department, Room No. 217 of the Steuben County Office Building located in Bath, New York.
- c) It is a requirement that the contractor sign, date, and include the addendum with its bid submittal.

18. **Multiple/Alternate Bid Submittals:**

For those contractors intending to submit multiple/alternate bids in response to this bid solicitation; the contractor is required and shall submit a completed bid documents packet for each bid submitted. Note: However, if there is a bid surety requirement, one (1) bid surety instrument, written for the highest required amount, shall suffice.

19. **Submittal of Bids:**

- a) For each bid it submits, the contractor shall submit two (2) sets of its bid; including all required documents (e.g. signed clauses, statements, forms, bonds, insurance, manufacturer's specifications, etc.)
  - 1) One (1) set shall be stamped (or otherwise indicated) as being the "ORIGINAL."
  - 2) One (1) set shall be stamped (or otherwise indicated) as being the "DUPLICATE" or "COPY."
  - 3) Information presented in the "ORIGINAL" set of the bid submittal shall prevail.
- b) Requirements for addressing the bid submittal envelope:
  - 1) The bid shall be submitted in a sealed opaque envelope marked on the outside with the contractor's name and address and the designation: "Sealed Bid – Ambulance Billing GC-24-009-B"
  - 2) The envelope shall be addressed to Andrew G. Morse, Director of Purchasing, Steuben County Office Building, 3 East Pulteney Square, Bath, New York 14810.
- c) Bids shall be received at the Purchasing Department, Room #217 of the Steuben County Office Building, at the designated date and time; and at that time bids shall be opened and read publicly.
- d) Facsimile or other electronically transmitted bids are not acceptable and shall be rejected.
- e) Security procedures are in effect at the Steuben County Office Building. Interested parties, especially contractors who intend to hand deliver bids

and/or conduct business with the Steuben County Purchasing Department should allow sufficient time for any delay which may arise as a result of security procedures. To be considered "delivered on time," a bid submittal must be received at the Purchasing Department by the appointed hour.

- f) All proposals will become property of the County once the advertised date and time of the proposal opening has arrived. The County will have the right to disclose all or any part of a proposal to public inspection based on its determination of what disclosure will serve the public interest. Prospective offerors are further advised that, except for trade secrets and certain personnel information (both of which the County has reserved the right to disclose), all parts of proposals must be disclosed to those members of the general public making inquiry under New York State Freedom of Information Law (NYS Public Officers Law, Article 6).

Should an offeror wish to request exemption from public access to information contained in its proposal, the offeror must at the time of submission of its offer, specifically, identify in their submission the information and explain in detail why public access to the information would be harmful to the offeror.

20. **Late Bids:**

Contractors shall bear sole responsibility for the delivery of their bid in a timely manner. Reliance upon the U.S. Postal Service or other carriers is at the contractor's risk. Late bids shall not be considered and shall be returned unopened.

21. **Right of County to Seek Clarification, Accept or Reject Bids, etc.:**

- a) Steuben County reserves as its right, the right to require clarification from contractors for the purpose of assuring a full understanding of the contractor's responsiveness to the solicitation requirements.
- b) Steuben County reserves as its right; the right to accept or reject any and all bids (or separable portions thereof), the right to waive irregularities and technicalities, and the right to request resubmittal of bids (re-bid).

22. **Civil Rights:**

The County of Steuben, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 and New York State Labor Law; Article 8 - Public Work, Section 220e hereby notifies all contractors that it will affirmatively ensure that any contract awarded as a result of this bid solicitation will be awarded without discrimination on the grounds of race, color, sex or national origin.

23. **Award of Bid:**

For the purposes of this bid and subsequent awards, it is intended that awards be made to the lowest responsible contractor.

- a) Awards shall only be made to bids submitted by qualified, responsive, and responsible contractors who sufficiently meet the terms, conditions, and specifications stated herein. However, under all circumstances and all statements to the contrary notwithstanding, Steuben County reserves as its right, the right to determine awards/contractors in accordance with the best interest of Steuben County.
- b) Award of bid is not made at the bid opening. All bids are subject to final review and acceptance by the appropriate committees of the Steuben County Legislature before any award may be made. Receipt of bids by the County shall not be construed as authority to bind the County.

24. **Executory Clause:**

In accordance with Section 41 of the New York State Finance Law, Steuben County shall have no liability under any contract or contracts to any contractor or to anyone else beyond funds appropriated and available for the purposes of this bid document and resultant contracts.

25. **Assignability:**

The contractor shall not assign, transfer, convey, sub-contract, sublet or otherwise dispose of all or portions of the contract (and/or work to be performed as a result of the contract) or its right, title or interest therein, or its power to execute such contract, or its responsibility therein to any other person, company or corporation, without the prior written consent of the Director of Purchasing and the Steuben County Administration Committee.

26. **Term Contracts:**

- a) Commencement of Contract Term –  
In the event a contract is in place at the time of award of this bid solicitation, the award shall not become effective until the current contract has expired. In the event a contract is not in place at the time of award of this bid solicitation, the award shall become effective as of the date of award.
- b) Short Term Contract Extension –  
Steuben County reserves as its right, the right to unilaterally extend any contracts awarded as a result of this bid solicitation. Contracts may be extended for a period of time not to exceed forty-five (45) days. All terms, specifications, responsibilities, requirements and prices shall remain unchanged from the original contract. A written notification to extend the contract shall be issued by the Director of Purchasing to the contract

holders. Note: A contract and/or contracts may not be extended when a succedent award has been made.

- c) Long Term Contract Extension - Steuben County reserves as its right, the right to renew any contracts resulting from this bid solicitation for a definite stated period of time not to exceed one (1) year in length, where:
- 1) Said renewal is in the form of written consent by all parties to the contract.
  - 2) All terms, specifications, responsibilities, requirements, and prices remain unchanged from the original contract.
  - 3) Said renewal is approved by the appropriate representatives and/or committees of the Steuben County Legislature.

27. **Authorized Purchases:**

The County's assumption of responsibility for any and all purchases made on its behalf is in the form of a purchase order which is numbered, dated, complete, and bears the signature of the Director of Purchasing or other official; as designated by the Steuben County Legislature. Steuben County shall not be responsible for unauthorized purchases.

28. **Contractor's Failure to Comply:**

The contractor's failure to perform in compliance with the bid award shall result in a withholding of payment. The payment shall be withheld until such time as the contractor fulfills its responsibilities. Compliance shall be determined by and to the satisfaction of Steuben County. Such action would not necessarily preclude further initiatives on the part of Steuben County to protect and preserve its interests.

29. **Sufficient Inventory, Equipment, and Staff:**

Contractor is required to have sufficient inventory, equipment and staff available and/or have guaranteed access to sufficient inventory, equipment and staff to fulfill its responsibility as a result of receiving the bid award.

Failure of the contractor to fulfill its responsibility shall be sufficient cause for and entitle Steuben County to:

- a) Damages and/or
- b) Purchase the contracted products/services on the open market; with any increase in costs to Steuben County being charged to the contractor. Credit shall not be issued to the contractor where open market costs to the County are less than the costs contracted with the contractor.

30. **Cancellation of Contract:**

Steuben County reserves, as its right, the right to cancel the contracts resulting from an award of this bid solicitation at any time during the contract period, without penalty to Steuben County and without stated reason, by delivering a written ten (10) day notice of intent to the contractors or its representatives. Said notification mailed to the contractor or its representative via the US Postal Service; First Class Mail shall be considered sufficient and delivered.

31. **Standard(s):**

It shall be understood by all parties that;

- a) Where in this bid document, compliance with certain standards is required, the contractor shall be required to comply with said standards in its most recent revised form; i.e. the most current revision. The term "standards" shall include, but is not limited to, all laws, mandates, regulations, etc. established by government bodies, as well as established industry and professional standards.

The following are by way of example only and shall not be considered "all-encompassing":

<u>Standard:</u>	<u>Established By:</u>
ASTM	American Society for Testing Materials
ANSI	American National Standards Institute
US-EPA/Federal EPA	United States Environmental Protection Agency
NYS DOT	New York State Department of Transportation

- b) Regardless of whether or not standards are specified herein, it shall be deemed a requirement that all contractors adhere to the most current Government, Industry and Professional standards; regardless of whether those standards are established via dictum or "common practice".

32. **Interchangeable Terminology:**

For the purposes of this bid solicitation, the following terms are used interchangeably:

- a) Steuben County, county and owner.
- b) Steuben County Director of Purchasing and Director.
- c) Bid documents, bid solicitation, and bid specifications.

33. **Contractors List:**

A contractors list shall not be made available prior to the bid opening.

34. **Contact Personnel:**

Questions, concerns, and/or requests for clarification should be directed to: Andrew G. Morse, Director of Purchasing, telephone (607) 664-2484. [amorse@steubencountyny.gov](mailto:amorse@steubencountyny.gov). Questions must be received in writing no later than seven (7) days prior to the bid opening.

35. **Purchases by Other Local Government and School Districts.**  
**New York State General Municipal Law allows all political subdivisions of New York State to make purchases through the resulting contracts. Services subject to Article 9 of the NYS Labor Law are excluded from this participation.**
- a. **The County of Steuben shall make all contract award information available to other political subdivisions through our website: [www.steubencountyny.gov](http://www.steubencountyny.gov).**
  - b. Any other political subdivision will issue purchase orders directly to vendors within the specified contract period referencing the County's contract and shall be liable for any payments due on such purchase orders; and shall accept sole responsibility for any payment due.
  - c. All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.
  - d. No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.
  - e. All bidders shall be on notice that as a condition of the award of a County contract, the successful bidder shall accept the award of a similar contract with any other political subdivision in New York State, if called upon to do so. The County, however, will not be responsible for any debts incurred by the participants pursuant to this or any other agreement.
  - f. Necessary deviations from the County's specifications in the award of a participant contract, whether such deviations relate to quantities, color or delivery points shall be resolved between the successful bidder and the other political subdivisions.
  - g. At no time shall any change to price and product specification be permitted, except where an item has been replaced by another item due to obsolescence. In this instance, the County must approve a change of product in WRITING for it to be valid. In the event a product substitution is approved, no change in price will be permitted except when the price will be lower than the originally awarded price.

## **SCOPE OF WORK**

It is the intent of the County to contract with one (1) firm for the billing and collection of ambulance fees.

The County is requesting sealed bids from qualified firms for the billing and collection of ambulance fees.

The resulting contract shall remain in full force and effect for a period of five (5) years assuming satisfactory service delivery.

Proposals will only be considered from billing firms within the United States of America that have New York State ambulance billing experience. New York State (NYS) companies are preferred.

The Contractor shall include satisfactory assurances under the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") privacy regulations that the Contractor will safeguard the patient's protected health information. Compliance with HIPAA is mandatory.

The Contractor will provide ongoing training and training materials for field staff on proper Prehospital Care Report (PCR) documentation, HIPAA training, signature requirements and insurance gathering procedures to maximize reimbursement and compliance.

The Contractor must have the ability to meet in person.

## **BILLING AND COLLECTIONS**

The Contractor will be responsible for providing billing, accounts receivable and delinquent account collection services for the County's Emergency Management Services (EMS) Department. This includes complete management of the billing process from patient transport to preparation of delinquent accounts for collections. Any use of a subcontracted collections agency for delinquent accounts by the Contractor will be at the Contractor's expense.

The Contractor will review EMS billing activities and rate schedules and make recommendations to the County on any rate adjustments that may be necessary.

The Contractor will use professionally trained and fully compliant coders to manually review and code all run reports.

The Contractor shall file initial client billings and customer insurances claims. The Contractor shall not have the right to refuse to bill and collect any EMS fee.



Information for ambulance billing is often gathered under urgent conditions and may be incomplete. The Contractor shall obtain any missing data necessary for billing through telephone or e-mail queries to the appropriate source; the e-PCR provider, the County, the receiving hospital, or the patient.

The Contractor will be required to collect the patient's signature in cases where County personnel were unable to obtain the patient's signature during transport.

The Contractor shall provide a proposed billing and collection procedure including sample bills, letters, notices, language and timelines. The successful Contractor shall work with the County to formalize and implement County authorized billing and collection protocols.

The Contractor shall be responsible for rebilling the insurance company for its portion of a bill if the claim is not paid in accordance with the County's terms. If correspondence with the insurance company is required, a copy of the correspondence should be sent to the Insured Party.

To obtain prompt payment of accounts the Contractor shall request patients, insurance carriers or other responsible parties to pay any outstanding balance within thirty (30) days of the billing date.

The Contractor shall agree to implement new fee schedules from time to time as directed by the County.

The Contractor will suspend the billing and collection efforts on any EMS fee upon written notice via email to do so by the County's Office of Emergency Services and write off the balance of an account.

The Contractor will be required to bill the patient's secondary and tertiary insurance carriers (if applicable).

The Contractor is expected to be knowledgeable about rules and regulations of both Medicare and Medicaid.

The Contractor will be responsible for timely submittals to Insurance Companies, Medicare and Medicaid. If the Contractor fails to bill Insurance Companies, Medicare and Medicaid in a timely manner which leads to lost collections, the Contractor may be held liable for reimbursement to the County for the amount of the lost collections.

The Contractor shall be equipped with computer operations to receive and send data electronically. The Contractor shall have the capability of electronically transmitting claims to Medicare. Contractor will indicate if they are filing electronically for any service at this time and how other types of insurance filing will be handled.

The Contractor shall work with the County staff to implement and maintain procedures which facilitate the electronic exchange of all data necessary to accomplish the billing, collection and reporting requirements of this bid.

The Contractor shall use the National Provider Identification (NPI) number for the County.

The Contractor will be required to sign a Business Associate Agreement. The Contractor will work with the County to ensure that all requirements of HIPAA are met. The Contractor will distribute Privacy Notices, in the form required by the County, to all EMS patients.

The Contractor must make every effort possible to make collection within one-hundred eighty (180) days of initial billing without jeopardizing the goodwill of the County.

The Contractor may authorize self-pay patients to liquidate any outstanding balance on an installment basis. No interest shall be charged to patients for these extended terms. Patients making payments on an installment basis shall be tracked by the Contractor. Any patient making prompt, regular installment payments shall not be turned over to a collection agency. If a hardship case is brought to the attention of the Contractor or the County, the fee of a patient may be lowered, if authorized by the Office of Emergency Services, by an amount of 30% and the patient placed on a payment plan of no less than \$50.00 per month.

As part of the collection of accounts receivable, the Contractor will be required to pay for all postage, computer equipment, billing software, computer supplies, envelopes, address labels, letterhead, insurance claim forms, Privacy Notices and all other supplies needed to collect the amount due.

The County recognizes that under Medicare guidelines, the County can only bill the Medicare patient the amount that the Medicare Explanation of Benefits sheet indicates as the patient's responsibility. The remainder of the balance may be billed to secondary or tertiary insurance policies that the patient may have.

The County recognizes that under Medicaid guidelines, the County cannot pursue the Medicaid recipient for any balances remaining after Medicaid has made payment.

The Contractor will be responsible for processing all returned mail that originates from their mailings.

The Contractor shall be compatible with, have a professional relationship with and support the County's retained ePCR platform to be named at the time of acceptance. All contract negotiations between the County and the Contractor shall include and cover costs and fees associated with the ePCR provider.

The Contractor must submit a detailed description of their compatibility with the ePCR Provider to include:

- Demand reports
- Software support details
- Implementation timeline

The County reserves the right to request additional information as needed.

## **REPORTS**

The Contractor shall be required to submit monthly reports. The County reserves the right to request additional reports at any time.

The reports most likely to be requested are:

- Aging of Accounts Receivable, to include (at a minimum) patient's name, date of service, account number, total amount due aged in thirty (30) day intervals from current to 180+ days.
- Monthly Credit Detail report showing all payments recorded in the prior month, to include (at a minimum) patient's name, date of service, account number, total amount paid, date of payment, name of company or individual that made the payment.
- Monthly Charge Detail report showing all invoices issued in the prior month, to include (at a minimum) patient's name, date of service, account number, company or individual to whom the invoice was sent, number of miles billed, and total charges.
- Monthly Summary Charge report showing total number of calls and total amount billed by company, i.e. Medicare, Medicaid, private insurance companies, individuals, Tricare, etc.
- Year-to-date Patient Detail Report to include (at a minimum) patient's name, date of service, account number, total charge, total credits to date, balance due.
- Monthly Adjustments Report showing all adjustments booked during the month, to include (at a minimum) patient's name, date of service, account number, amount of adjustment.
- Monthly Refunds Report (Credit Balance Report) to include (at a minimum) patient's name, date of service, account number, and amount of overpayment. The report will be accompanied by supporting documentation of payments received on each account and any required write-offs.
- A Charge/Credit Analysis Report showing the percentage of collections, amount billed, amount adjusted, amount collected and amount due by month for a minimum of a 12-month period.
- Listing of all invoices listed alphabetically by patient name.
- Report of accounts prior to being sent to Collections.

The County's fiscal year begins January 1 and ends December 31 each year. On a fiscal year basis, the Contractor shall provide annual fiscal year financial and statistical reports. Required statistical and financial data may include, but not be limited to, the following:

- Total number of transports for the fiscal year.
- Total amount billed for the fiscal year.
- Total collections for the fiscal year.
- Comparison of current year to prior years (when data is available to Contractor).
- Percentage of total transports which were Medicare, Medicaid, Private Insurance and Self Pay.

### **ADDITIONAL REQUIREMENTS**

The Contractor shall assist the County with the application process and paperwork filing to acquire an NPI number, Medicare ID number and Medicaid ID number.

The Contractor shall maintain records as required by Medicare, Medicaid and all other applicable government agencies and/or regulations.

Upon request, the Contractor shall make available to the County's internal and/or external auditors all records that pertain to the County's business.

The Contractor will be required, upon notice, to allow the County and its authorized agents the right to audit, inspect and copy all such records and documentation as often as the County deems necessary during the contract period established; and during the period of five (5) years thereafter. Such activity shall be conducted during normal business hours and at the expense of the County. The County shall retain ownership of all such records.

The Contractor will be expected to adhere to generally accepted accounting principles in order to insure the establishment of an efficient billing, collection and recording system that is easily understood and audited.

The Contractor will keep and maintain adequate records of work, information, expenses, costs, invoices, materials provided, and services performed pertaining to the County's EMS ambulance transport billing. These records shall be maintained for as long as NYS/Federal/ other regulatory entities require. The Contractor must provide and maintain a local or toll-free telephone number for the purpose of processing customer account inquiries. Voice mail, fax number and e-mail or website address shall also be provided to customers. Under no circumstances shall customers pay the cost of the call. The Contractor must be able to handle customer inquiries Monday through Friday, 9:00am – 5:00pm at a minimum (excluding Federal holidays). The contractor shall also provide avenues of communication for non-English speaking individuals.

All written or verbal communications between the Contractor, the EMS patient (or legal guardian) and insurance representatives will be conducted in a professional and courteous manner.

The Contractor will always maintain a professional and courteous working relationship with the County departments and divisions.

On an as-needed basis, the Contractor will be expected to meet with the County. Meetings will be held on-site or at a mutually agreeable alternate location. The Contractor will be responsible for any expenses incurred to attend these meetings.

The Contractor will be responsible for informing the County of any information that is deemed pertinent to ambulance billing (i.e., Medicare and Medicaid billing changes).

The Contractor must provide the County with 24 hour a day, real-time electronic access to account data to include status of payments from insurance companies and Explanation of Benefits. There must be an inquiry capability that allows County personnel to view individual account activity as well as aggregate financial data.

All computer data/information concerning work performed under this RFP; including, but not limited to, patient information and balances due; shall remain the property of the County at all times. Further, the Contractor must agree to surrender any and all information concerning work performed under this RFP (written and electronic format) within thirty (30) days of the termination of this contract.

Contractor will also provide the County with final reports and statistics, including all data requested by the County at that time, within thirty (30) days after the contract ends, The County may agree to extend this time period to accommodate the final billing.

All work performed under this contract shall be of the highest professional standards and shall in every respect meet or exceed standard industry practice and comply with the Fair Debt Collection Practices Act. No harassing or "strong-arm" collection tactics shall be employed.

**Qualifications:**

1. Each contractor is required to include the following information with its bid submittal:
2. General History: Name, address, telephone number, contact person, hours of operation, relevant information.
3. References: Reference owners or managers of sites where contractor has successfully completed projects of a similar nature.

The County shall be free to make any inquiries it deems necessary to ascertain the qualifications of the contractor and/or the accuracy of statements made by the contractor as to its qualifications.

**Price Bid:**

The contractor shall submit an *in toto* price bid. The term “*in toto* price bid” shall be understood to mean – the aggregate of all costs billable to Steuben County, as a whole cost, lump sum.

**Estimated Service Volume:**

Based upon statistics from 2016-2022 the best estimate of service volume would be a call volume of 1400-2500 calls per year. This number could increase or decrease depending on other services and operations in Steuben County.

**Contact Person:**

Questions, concerns, and/or requests for clarification which are specific to the technical requirements stated in this bid document should be directed to Andrew Morse, Director of Purchasing, 3 East Pulteney Square, Bath, N.Y. 14810, telephone number: 607-664-2484.

BID: Ambulance Billing GC-24-009-B

FILE DAY, DATE & TIME: Thursday March 21, 2024; 1:30 P.M. local time

SUBMIT TO: Andrew G. Morse, Director of Purchasing  
Steuben County Purchasing Department  
3 East Pulteney Square  
Bath, New York 14810

PROPOSAL PAGE: The undersigned, having an integral understanding of the objective/scope, terms and conditions, specifications and contractor's responsibility as stated in the bid documents, does hereby bid to provide items and/or services as stated and pursuant to the bid documents.

PLEASE PRINT OR TYPE:	
Company Name:	Federal Employer ID:
Company Address:	
Name:	Title:
Signature:	Date:
Telephone Number:	Fax Number:

Attachment "D"  
Certification Pursuant to Section 103-g  
Of the New York State  
General Municipal Law

IRANIAN ENERGY SECTOR DIVESTMENT

1. Contractor/proposer hereby represents that said contractor/ proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said contractor/proposer has not:
  - a) Provided goods or services of \$20 million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or
  - b) Acted as a financial institution and extended \$20 million or more in credit to another person for forty-five (45) days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any contractor/proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3) (b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every contractor/ proposer submitting a bid/proposal in response to this request for bids/request for proposals must certify and affirm the following under penalties of perjury:
  - a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3) (b)."

Steuben County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.
4. Except as otherwise specifically provided herein, any bid/proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the bidder/proposer cannot make the certification as set forth in subdivision (a) above, the bidder/proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the bid/proposal to any bidder/proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
  - a) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012 and the bidder/proposer has adopted, publicized and is implementing a



IRANIAN ENERGY SECTOR DIVESTMENT  
Page 2

formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

- b) The County of Steuben has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Steuben would be unable to obtain the goods or services for which the bid/proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

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

## NON-COLLUSIVE CERTIFICATE

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

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

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Bid Title: \_\_\_\_\_

**HOLD HARMLESS CLAUSE**

The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise. In the event of an injury by the subcontractor or its employees, they shall cause notice to be served upon the County within twenty-four (24) hours of any such injury.”

PLEASE PRINT OR TYPE:

Company Name: \_\_\_\_\_

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Federal Employer ID #: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ FAX No.: \_\_\_\_\_

Bid Title: \_\_\_\_\_

# Appendix A

## STEUBEN COUNTY STANDARD INSURANCE REQUIREMENTS

**Prior to commencement of work, delivery of services, acquisition of merchandise or equipment** a Certificate of Insurance and a policy endorsement covering items A, B & C must be delivered to the County Department responsible for the agreement, and to the County Risk Manager. A Certificate of insurance may be used to show coverage only.

**ITEMS:**

- A. Steuben County, 3 East Pulteney Square, Bath, N.Y., 14810 shall be named as an additional insured (for the purposes of coverage but not the payment of premium).
- B. **ACKNOWLEDGEMENT:** The insurance companies providing coverage acknowledge that the named insured is entering into a contract with Steuben County in which the named insured agrees to defend, hold harmless, and indemnify the County, its officials, employees and agents against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced will cover the liability assumed under the County-Contractor agreement.
- C. Prior to non-renewal, cancellation or a change of coverage on this policy, at least thirty (30) days advance written notice shall be given to Steuben County Risk Manager at Steuben County Offices, 3 Pulteney Square East, Bath, N.Y. 14810

**Workers' Compensation Coverage will be required for anyone doing any kind of work for Steuben County. This includes self-employed individuals. The Steuben County Risk Manager may waive this requirement. Proof of Workers' Compensation Coverage must be submitted on NYS Workers' Compensation Board Approved Forms.**

### MINIMUM COVERAGES AND LIMITS ARE

TYPE OF CONTRACT	COVERAGES REQUIRED	LIMITS REQUIRED
PROFESSIONAL SERVICES	<b>PROFESSIONAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONSTRUCTION & MAINTENANCE	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, BROAD FORM PROPERTY DAMAGE, (XCU HAZARDS)</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
ACQUISITION OF SUPPLIES OR EQUIPMENT	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PRODUCTS &amp; COMPLETED OPERATIONS , CONTRACTUAL, BROAD FORM PROPERTY</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
COUNTY PROPERTY USED BY OTHERS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR LEGAL LIABILITY</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY
CONCESSIONAIRE SERVICES LIVERY SERVICES MUNICIPAL AGREEMENTS	<b>COMPREHENSIVE GENERAL LIABILITY TO INCLUDE: PREMISES &amp; OPERATIONS ,PRODUCTS &amp; COMPLETED OPERATIONS , INDEPENDENT CONTRACTOR, CONTRACTUAL, PERSONAL INJURY, LIQUOR</b>	MINIMUM \$1,000,000
	<b>AUTO LIABILITY TO INCLUDE: OWNED, HIRED, &amp; NON OWNED</b>	MINIMUM \$1,000,000
	<b>WORKERS' COMPENSATION</b>	STATUTORY
	<b>EMPLOYERS LIABILITY</b>	STATUTORY
	<b>DISABILITY BENEFITS</b>	STATUTORY

Bid specifications, particular contracts, leases or agreements may require increased limits and/or additional coverage. If there are questions please contact the Steuben County Risk Manager 607-664-2104

## AGREEMENT

**THIS AGREEMENT** made effective the DAY day of MONTH, YEAR by and between the **COUNTY OF STEUBEN**, a municipal corporation organized and existing under and by virtue of the Laws of the State of New York and being one of its political subdivisions, having its principal place of business in the Village of Bath, Steuben County, State of New York, through its Department, herein after called the "County", and **Company Name**, a Company Type, with an address of , hereinafter called the "Agent."

### WITNESSETH:

WHEREAS, the County has sought to procure ; and

WHEREAS, the County and Agent are desirous of entering into an agreement for said purpose, and

WHEREAS, the Agent has the knowledge, skills, and experience necessary to perform these services,

**NOW THEREFORE**, in consideration of the mutual promises and covenants hereinafter contained the parties agree as follows:

1. **SCOPE OF WORK.** .
2. **TERM.** The term shall be .
3. **CONSIDERATION.** Consideration shall not exceed .
4. **INSURANCE.** The Agent agrees to maintain insurance as specified by attached Appendix "A" and shall provide the Steuben County Risk Manager with a certificate of insurance naming Steuben County as an additional insured for purposes of coverage on a direct, primary, and non-contributory basis. All certificates of insurance shall provide that County be given thirty (30) days notice of any intent to cancel coverage. Self-employed persons must carry such Worker's Compensation coverage as directed by the Steuben County Risk Manager.
5. **COMPLIANCE WITH RULES, REGULATIONS AND LAWS.** It is mutually agreed that all rules, regulations and laws pertaining hereto shall be deemed to be part of this Agreement, and anything contained herein that may be in whole or in part inconsistent therewith shall be deemed to be hereby amended and modified to comply with such legislation, rules, regulations and laws, for and during such time the same shall be in effect, but at no other time. If any provision contained herein is found now or during the life of this Agreement to be null and void, in whole or in part as a matter of law, then said clause or part hereof shall be deemed to be severed and deleted from this Agreement leaving all other clauses or parts thereof in full force and effect. It is further agreed that there shall be no gap in the coverage or applicability of said remaining clauses or parts thereof.

The Agent agrees to comply with the Federal Commercial Drivers License Drug and Alcohol Testing Program requirements set forth in 49 CFR Parts 40 and 382.

**In acceptance of this Agreement, the Agent covenants and certifies that he will comply in all respects with all Federal, State, County or other Municipal Law which pertains hereto regarding work on municipal contracts, matters of employment, length of hours, workers' compensation and human rights.**

**The Agent offering to provide services pursuant to this contract, as a Consultant, joint venture consultant, subcontractor, attests that its performance of the services outlined in this contract has a written policy addressing sexual harassment prevention in the workplace and provides training, which meets the New York State Department of Labor's model policy and training standards, to all employees on an annual basis.**

**Furthermore, by submission of this Expression of Interest procurement document, each agent and each person signing on behalf of any agent certifies, and in the case of a joint submission each party thereto certifies its own organization, under penalty of perjury, that the submitter has and has implemented a written policy addressing sexual harassment prevention training to all of its employees. Such policy shall at minimum meet the requirements of Section Two Hundred One – g of the New York State Labor Law (NYS Labor Law §201-g).**

6. **CONFIDENTIALITY.** Information relating to individuals who may receive services pursuant to this Agreement shall be confidential and maintained and used only for the purposes intended under this Agreement, in accordance with any applicable State or Federal laws, rules and regulations. The Agent specifically covenants and certifies that it will comply in all respects with the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the HIPAA Privacy Rule and the HIPAA Security Rule with respect to the Protected Health Information ("PHI") of clients of the County. For purposes of HIPAA, the Agent shall be referred to as a "Business Associate." **Any Agent who, as part of the work to be performed under this Agreement, will use, disclose or otherwise come into contact with PHI will be required to execute a Business Associate Agreement, which is hereby incorporated herein and made a part hereof.**

7. **CONFLICT OF INTERESTS.** The Agent hereby stipulates and certifies that there is no member of the Steuben County Legislature or other Steuben County Officer or employee forbidden by law to be interested in the Agreement directly or indirectly, who will benefit therefrom or who is a party thereto.

8. **LICENSES.** The Agent hereby agrees that he will obtain, at his own expense, all licenses or permits necessary for this work, if any are necessary prior to the commencement of said work and shall be solely responsible for paying any and all fines or penalties incurred as a result of any improper or unlicensed services.

9. **INDEPENDENT CONTRACTOR STATUS.** The Agent covenants and agrees that he will conduct himself consistent with his status, said status being that of an independent contractor and that himself, his employees or agents will neither hold themselves out as, nor claim to be an officer or employee of the County of Steuben, for such purposes as, but not limited to, Workers' Compensation coverage, Unemployment Insurance Benefits, Social Security, Affordable Care Act, or Retirement membership or credit. The Agent shall have exclusive responsibility for the means, manner, and methods of performing its obligations under this Agreement. For sole purposes of the HIPAA Privacy Rule, the Agent shall be considered a Business Associate.

10. **HOLD HARMLESS.** The Agent shall at all times defend, indemnify and hold harmless the County of Steuben and its employees from any and all claims, damages or judgments or for the defense or payment thereof, based on any claim, action or cause of action whatsoever, including any action for libel, slander, or personal injury, or any affiliated claims, by reason of any act or failure to properly act on the part of Agent and in particular as may arise from the performance under this contract. Such obligation to the County shall not be construed to negate, abridge or reduce other rights of indemnity which would otherwise exist. This provision shall supersede any other provision in this Agreement deemed to be in conflict, unless specifically stated otherwise.

11. **SET-OFF RIGHTS.** The County shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any money due to the Agent under this Agreement up to any amounts due and owing to the County with regard to any contract with any County department, office or agency.

12. **AUDIT.** The Agent shall take such action, if applicable and as necessary and appropriate, to comply with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200. In any event, the Agent shall provide the County with appropriate documentation should the County wish to conduct an audit relative to the expenditure of the funds pursuant to this Agreement.

13. **RECORDS.** The Agent shall submit to County upon request such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records, and other data that the County may request concerning work performed or to be performed under this Agreement. All books and records of the Agent shall be available upon request for inspection and/or audit by the County during the time hereof and for a period of six (6) years hereafter.

14. **EXAMINATION OF BUDGET AND APPROPRIATION OF FUNDS.** It is expressly understood by and between the parties that any and all payments made pursuant to the within contract may not be in an amount in excess of the sum appropriated therefore in the Budget. The Agent specifically acknowledges his responsibility to examine the Budget to assure himself that the within contract price complies with the amount appropriated therefore. The within contract shall be unenforceable, unless approved by a roll call vote of the Steuben County Legislature, should the contract price exceed the amount appropriated for the object purpose of the contract. The contract shall be deemed executory only to the extent of money available to the County of Steuben for the performance of the terms hereof and the County of Steuben beyond monies available thereof shall incur no liability on account for the purpose thereof.

**The preceding clause shall not apply to contracts for provision of services where the State of New York or the U.S. Government mandates the payment and/or amount thereof. In that event, the Department Head represents that there is a funding source sufficient to pay for services provided pursuant to the contract.**

The Agent agrees that the County shall have no liability under this Contract to the Agent or to anyone else beyond funds appropriated and available for this contract.

15. **ASSIGNABILITY.** This contract may not be assigned, transferred, conveyed, sublet or disposed of without the previous consent, in writing, of the County of Steuben. To the extent assignment is granted in accordance with the terms of this paragraph, this Agreement shall be binding on the parties, their successors, heirs, and assigns.

16. **AMENDMENTS.** No waiver, modification, or amendment of this Agreement or any part thereof shall be valid unless in writing and duly executed by the parties hereto. A waiver of any breach hereof shall not prevent a forfeiture for any succeeding breach.

17. **ENTIRE AGREEMENT.** This Agreement contains the sole and entire Agreement between the parties relating to the services provided hereunder and shall supersede any and all other Agreements between the parties. Any other statements or representations made by either party are void and have no force or effect. Agreement shall be governed by the laws of the State of New York and any claims brought hereunder shall be brought in and under the jurisdiction of the State of New York.

18. **TERMINATION.** County may terminate this agreement at any time upon 30 days written notice.

19. **CORPORATE COMPLIANCE.** The Agency has received a copy of the Steuben County Corporate Compliance Plan. Additionally, the Agent has reviewed and signed the Independent Contractor / Agents / Vendors Acknowledgement Form attached hereto as Appendix B and incorporated herein.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement the day and year first above written.

**COUNTY OF STEUBEN**

**AGENT**

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

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

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

*Approved as to Form:*

\_\_\_\_\_  
(Deputy) County Attorney

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, New York; that he/she is the \_\_\_\_\_ of the County of Steuben described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Steuben County Legislature.

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

STATE OF NEW YORK)  
COUNTY OF STEUBEN) ss:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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

**APPENDIX B**

**INDEPENDENT CONTRACTOR / AGENTS / VENDORS ACKNOWLEDGEMENT FORM**

Steuben County has developed a Corporate Compliance Plan (the "Plan") that states that the County, its employees, contractors, and County Legislators will adhere to applicable federal, state and local laws and regulations and internal policies and procedures.

The Plan is a combination of policy and procedure that assists the County to monitor, detect and correct actions that are not in compliance with applicable laws or County policies and procedures.

As our Agent, we expect that you will act in compliance with the laws that are applicable to the County and in compliance with County policies and procedures that set forth the overarching principles for conducting County business with integrity based on sound ethical and legal standards.

As our Agent, we also expect you to report any suspected or potential violations of law or County policies and procedures of which you become aware by contacting the County Manager at (607) 664-2245, the Corporate Compliance Officer at (607) 664-2244, or our Corporate Compliance Hotline at (607) 664-2550.

As our Agent, we expect you to understand your role in the Plan and we expect you to review any policies and procedures that are applicable to you and your organization. You may contact the County Manager or the Corporate Compliance Officer for any questions or clarifications of your responsibilities.

As an Agent of the County of Steuben, I hereby acknowledge the following:

- I acknowledge that on behalf of myself and my organization that I have read, have had an opportunity to ask questions about and that I understand the policies and procedures of the Plan that are applicable to the services that are provided to the \_\_\_\_\_ department.
- I understand and agree that I and all those in my organization who provide services to Steuben County must comply with the Plan and all laws, regulations, policies, procedures and other guidance applicable to the services.
- I agree on behalf of myself and my organization to fully cooperate with the implementation of the Plan, to participate in any auditing or monitoring processes and to report any instances of possible violations of law, regulations or policies that are applicable to Steuben County of which I become aware.
- I acknowledge that Steuben County maintains a hotline for the purpose of receiving notifications of possible violations of law, regulation and the Plan.
- I understand that my failure to report any concerns regarding possible violations of law, regulations or the Plan may result in corrective action, up to and including termination of my agreement with Steuben County.
- I attest on behalf of myself, my organization, and my employees, that I am not currently excluded from participation in federal or state health care programs, am not the subject of any pending exclusion proceeding, and have not been adjudicated or deemed to have committed any action that could subject me or my organization to exclusion from government programs such as Medicare or Medicaid.
- I will notify Steuben County within three (3) business days of receipt of notice of (a) exclusion or proposed exclusion from a state or federal health care program, or (b) adjudication or other determination that I, my organization, or the organization employees, have committed any action which could lead to exclusion from a government program.
- I acknowledge that I will be responsible to make the County whole for any federal or state imposed losses that were a result of federal or state exclusions of our agency or employees.



- I acknowledge that Steuben County may terminate my contract immediately upon notice that I or my organization has been excluded from participation in a state or federal health care program or that I or my organization have been adjudicated or determined to have committed an action which could subject it to mandatory exclusion.

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Agency Signature

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Print name

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Title

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Date

SAMPLE