

1. Board Of Ethics Special Meeting Documents

Documents:

RFP - NATHANIEL WITHERELL AT HOME SERVICES.PDF
ADVISORY OPINION STATEMENT - NATHANIEL WITHERELL.PDF
REQUEST FOR ADVISORY OPINION - COMMISSION ON AGING.PDF
SPECIAL MEETING NOTICE AND AGENDA .PDF

TOWN OF GREENWICH
PURCHASING DEPARTMENT
101 Field Point Road
Greenwich, CT 06830
203 622-7881

NO.: 7327RFP

ISSUE DATE: 4/18/17

DEADLINE DATE: 5/10/17

DEADLINE TIME: 3:00 P.M.

REQUEST FOR BID

REQUEST FOR PROPOSAL

PREBID CONFERENCE: _____

TIME AND DATE: _____

LOCATION: _____

ITEM/CATEGORY NATHANIEL WITHERELL AT HOME: NON-MEDICAL HOME CARE SERVICES

LOCATION GREENWICH, CT

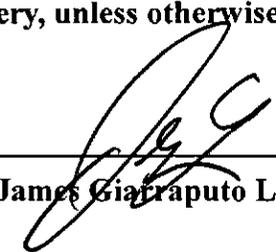
PREQUALIFICATION

STANDARDS/SPECIFICATIONS (ATTACHED)

INSURANCE REQUIRED (SEE ATTACHED)

PLEASE NOTE:

1. Sealed Bids/Proposals are due at the Town of Greenwich Purchasing Department on date noted. NO bids/proposals will be accepted after the date and time specified above. Whether the bid/proposal is sent by mail or commercial express service, the bidder/proposer shall be responsible for actual delivery of the bid/proposal to the PURCHASING DEPARTMENT before the deadline time. Bids/proposals received after the deadline time will not be considered. PLEASE CLEARLY INDICATE BID/PROPOSAL NUMBER ON LOWER LEFT-HAND CORNER OF ENVELOPE.
2. BIDS/PROPOSALS ARE NOT ACCEPTED BY FAX OR E-MAIL.
3. COMPANY NAME AND ADDRESS MUST CONFORM ON ALL DOCUMENTS INCLUDING INSURANCE DOCUMENTS. A POST OFFICE BOX ADDRESS IS NOT ACCEPTABLE.
4. Bid/Proposal number must appear on all bids and related correspondence.
5. The Town of Greenwich is exempt from Federal and State Taxes.
6. The Town will consider an alternate bid only if bidders have been permitted to provide an alternate bid. An alternate bid must be clearly identified as such in order to be considered by the Town.
7. Stated prices are to be FOB destination inside delivery, unless otherwise specified herein.
8. Terms and Conditions indicated on reverse.


James Giapaputo Latham, CPPB, Senior Buyer

Terms and Conditions

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

The Town of Greenwich reserves the right to issue addenda as needed on bids/proposals.

The Town of Greenwich reserves the right to reject any and all bids not deemed to be in the best interest of the Town of Greenwich, or to accept that bid which appears to be in the best interest of the Town of Greenwich. The Town of Greenwich reserves the right to waive any informalities in or reject any or all bids, or any part of any bid.

References to a particular trade name or manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the Town of Greenwich. They should not be construed as, nor are they intended to exclude proposals on other types of materials, equipment and supplies. However, the bidder, if awarded a contract will be required to furnish the particular item referred to in the specification or description unless a departure or substitution is clearly noted and described in the proposal.

Respondents shall provide one proposal and bidders one bid price for each specified required line item with no more than one total lump sum bid, unless allowed to do otherwise by the solicitation. Respondents shall provide no more than one bid reply unless allowed by the solicitation. Bidders shall not include in their prices any Federal or State taxes from which the Town of Greenwich is exempt.

The successful bidder/s shall indemnify the Town of Greenwich against all losses, claims, actions and judgments brought or recovered against the contractor or the Town of Greenwich.

No proposal shall be received from, or contract awarded to, any person, firm or corporation who is in default or in debt to the Town of Greenwich for non-performance of any contract, or who is a defaulter as surety or otherwise from any obligation to the Town of Greenwich.

Bids must be signed in ink by the vendor. No bids shall be made in pencil. Any bids showing any erasures or alterations must be initialed by the bidder in ink. Failure to sign and give all information requested in the proposal may result in the bid being rejected.

Quantities as listed on the bid sheets are estimated for bidding purposes only. Award of contract shall be for the quantities actually ordered as needed during the contract period. However, the Town of Greenwich reserves the right to increase or decrease the quantities by 10%.

Unit prices quoted shall be net exclusive of all taxes, and must include all transportation, delivery and unloading costs; fully prepaid F.O.B. destination in place inside delivery. Debris, if any, removed.

The Town of Greenwich reserves the right to make awards on an item by item, total or lump sum basis. Where an award is made on an item by item basis, the unit price prevails. The Town reserves the right to make award in best interest of its own operation. All awards are contingent upon certification by the Town Comptroller that funds are available in appropriate accounts.

It is understood that prices shall hold firm and prevail for the actual quantities required or ordered as needed during the life of the contract whether more or less than estimated quantities. Unit prices shall not be subject to any increase during the life of the contract.

All deliveries are to be made within the time period specified in the bid proposal upon receipt of written purchase order or authorized verbal requests except as may be otherwise arranged by Supplier and Purchaser. Receipt of contract is not authority to ship. Emergency deliveries are to be made within twenty-four (24) hours from receipt of a telephone request from the Town of Greenwich. All deliveries are to be made on business weekdays between the hours of 9:00 A.M. and 4:00 P.M. except as may be otherwise arranged by the Supplier and Purchaser.

In the event deliveries are not made as specified to a Town delivery point, the Town of Greenwich shall reserve the right to purchase any such bid item on the open market and to charge any increase in price paid over the current contract price to the account of the vendor.

All bids will be awarded or rejected within sixty (60) days of bid opening date or for the stated period of validity, if different. Therefore, bidder agrees that prices will remain firm for acceptance for that period.

Terms of payment to the Contractor shall be net/30 days after receipt of invoice and acceptance and approval of the services by the Town of Greenwich.

The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The contractor, however, will take affirmative action to insure that minority group members are employed and are not discriminated against during employment. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection of training, including apprenticeship.

The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract of understanding, a notice advising the labor union or worker's representative of the contractors' commitments under this specification and under rules, regulations and orders promulgated by the State.

"Affirmative Action" means procedures which establish hiring and employment goals, timetables, and practices to be implemented, with good faith efforts, for minority group members.

"Minority Group Members" as identified in EEO-4 reports shall mean Black, Hispanic, Asian or Pacific Islanders, American Indian, and Alaskan Natives.

The contractor or subcontractor offers and agrees to assign to the public purchasing body all right, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. Section 15, or under Chapter 624 of the General Statutes of Connecticut, arising out of the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract. This assignment shall be made and become effective at the time the public purchasing body awards or accepts such contract, without further acknowledgment by the parties.

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7327 DEADLINE: 5/10/17 AT 3:00 PM

NATHANIEL WITHERELL AT HOME: NON-MEDICAL HOME CARE SERVICES

Background

The Nathaniel Witherell (hereinafter TNW or Witherell), a 202 bed Skilled Nursing Facility (SNF) located in Greenwich, CT is seeking a partner to provide home health services to discharged patients who require companion, homemaker and/or home health aide assistance. TNW is a short term rehab and skilled nursing center located just 2 miles from the Greenwich Business District. The facility is owned and operated by the Town of Greenwich on a not-for-profit basis and has been serving the community since 1903.

TNW offers short-term rehabilitation/nursing services, long-term skilled nursing services and outpatient therapy services including physical, occupational and speech therapies. Witherell's nursing facilities have 46 dedicated short-term rehab rooms with an average daily census of 41 rehab patients on two nursing units. All 46 of the rehab rooms offer private accommodations, each with a full bathroom including shower. The facility also has long term rooms on four nursing units including 18 private rooms and 69 semi private rooms. The 156 long term beds maintain an average daily census of 147 residents. On any given day, approximately 5 of the long term and/or short term residents employ private duty companion or aide personnel. Overall, the facility's daily census (occupied bed count) averages 93% of its 202 bed capacity, approximately 6% higher than the average for all Connecticut SNFs and 11% higher than the national average

Each week, TNW discharges about 13 patients of which 50% or 6 to 7 require home health services. These patient needs are currently met by a variety of medical and non-medical home health providers who offer services in the various communities where Witherell patients reside (30% of short term patients live in cities/towns outside of Greenwich). Depending on their needed services, typically but not always specified by a patient's attending physician, selection of a home health provider is driven by patient choice. Once the home health provider is selected by a discharging patient, TNW's social work department assists in coordinating the necessary arrangements for durable medical equipment, home medical services, oxygen and various non-medical services that may be required or desired by the patient or his/her family. Because of the very large number of home health providers that provide services in the community, TNW is currently unable to play a significant role in ensuring the quality of services that are provided to individuals after their discharge. Likewise, discharged patients currently receive no assistance from TNW in managing their continuing care needs, maintaining or coordinating post discharge follow-up care or activities of daily living.

The federal government has mandated increasing institutional involvement and oversight by both Inpatient and Skilled Nursing providers to ensure the efficiency, value and coordination of care and to lower hospital readmission rates. To achieve these goals, the federal government has continued the rollout of its Bundled Payment Care Improvement programs, and monitors hospital readmission rates. In order to maintain its status as a Preferred Provider to Inpatient facilities, Witherell seeks to integrate and monitor care after discharge from Witherell.

Witherell is seeking a strong home health care provider, well established in Greenwich, that is willing to work closely with TNW to brand an expanded presence for Witherell in the community as “Nathaniel at Home”.

Scope of Work

In collaboration with Witherell, the selected home health care provider shall perform the following functions:

1. Make an investment in the ‘Nathaniel at Home’ brand’s start up, including hiring a full time marketing director and producing marketing material(s).
2. Recruit and employ care givers who will work for the home health care provider under the Nathaniel at Home brand.
3. Marketing, public relations, legal and administrative costs.
4. Present a business plan that specifies its investment in the start-up of the collaborative business (TNW is not able to provide any funding or employees for this venture).
5. In a three-year pro-forma business plan, project a budget for revenue and expenses and for the sharing of net operational proceeds.

Minimum Qualifications

The home health care provider shall meet the following minimum qualifications:

1. Certified as a home health service agency, homemaker and companion services provider.
2. A focus on geriatric/senior care management.
3. Minimum of 5 years of experience in the home health services field with a demonstrated history of growth.
4. Financial strength as demonstrated by profit and loss statements or tax documents.
5. Indicators of consumer satisfaction and commitment to best practices.
6. A performance record that demonstrates full compliance with state and federal standards of care.
7. Currently providing services within the cities/towns in lower Fairfield County where the majority of Witherell’s discharged residents live. These include, Greenwich, Stamford, Darien, New Canaan, and Norwalk.
8. Provide licensed medical home care services.

Issuing Authority

Mr. James Giarraputo Latham, CPPB, Senior Buyer has been designated to be responsible for the conduct of this procurement. Any inquiries or requests regarding this procurement must be submitted in writing to Mr. Latham to the address below by **May 3, 2017 at 11:00 AM.**

Town of Greenwich Purchasing Department
101 Field Point Road
Greenwich, CT 06830

Fax: 1-203-622-7776

Email: jlatham@greenwichct.org

Issuance of Addenda

The Town of Greenwich reserves the right to amend this solicitation by addenda. Addenda will be posted to the Town's website (www.greenwichct.org/bids) up to 48 hours in advance of the bid/proposal's due date and time. It is the bidder's responsibility to check the Town's website for addenda. If in the Town's opinion revisions are of such a magnitude, the deadline for this solicitation may be extended in an addendum. In addition, addenda can change specifications, reply sheets, and times and dates for prebid meetings as well as due dates/deadlines for questions and bids/proposals. No notification of addenda issuance will be made other than on the Town's website.

Taxes

The Town of Greenwich is exempt from the payment of taxes imposed by the federal government and or state of Connecticut, and such taxes shall not be in the prices.

Packaging

Each proposal must be sealed to provide confidentiality of the information prior to the submission date and time. The Town will not be responsible for premature opening of proposals not properly labeled.

Proposal Costs

The respondent shall be responsible for all costs incurred in the development and submission of this proposal.

Selected respondents may be required to present their proposals to the Evaluation Committee. The costs of such presentations and interviews and transportation shall be borne solely by the respondents.

State, Local and Federal Laws

The respondent shall acknowledge and agree that, should it be awarded the Contract, it shall be solely responsible for strict compliance with all federal, state and local statutes, laws, codes, rules, regulations and ordinances, and for the procurement and maintenance of all necessary licenses and permits relating to the performance of services.

Applicable Law

The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Confidentiality

All data and information gathered by the Contractor and its subcontractors shall be treated by the Contractor and its subcontractors as confidential.

Contract Format

The Town of Greenwich has included, for reference by the respondents, **Exhibit C**, the sample contract format that will be used for this procurement.

Withdrawal of Bids (Or Proposals) Prior to Deadline

A bidder wishing to withdraw a bid/proposal prior to the deadline may do so by preparing a formal written request on company letterhead. The person who signs the letter must be the same person who signs the reply sheets. The Town will verify that the signature on the letter matches the signature on the reply sheets.

The Town will also verify the request to withdraw the bid/proposal by calling the bidder at the telephone number supplied on the reply sheets.

After the Town is satisfied that a request to withdraw a bid/proposal before the established deadline is valid, the bid/proposal will be returned to the bidder. The bidder may then withdraw completely from the bidding process, or may modify the bid/proposal and resubmit before the deadline.

Withdrawal of Bids (Or Proposals) After the Deadline

If bid security is required and a bidder does not honor his/her bid for the specified time, the bid check shall become the property of the Town; or, if a bid bond was furnished, the bid bond shall become payable to the Town.

After the bid/proposal deadline has passed, the submitted bids/proposals become the property of the Town and are valid offers to be honored by the bidder for sixty (60) days or longer, as specified in the Request for Bid/Proposal.

Bidders who do not honor their bids/proposals for the sixty (60) day (or as specified) period, shall be declared irresponsible bidders.

Insurance Requirements

The **awarded** vendor will be required to provide insurance coverage as specified on the Insurance Requirements Sheet, **Exhibit A**, of this RFB. The **Acord certificate of insurance form** must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field.

A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter shall be addressed to the Town's Director of Purchasing and **must follow exactly the format of the letter attached as Exhibit B.** **It must be signed by the same individual authorized representative who signed the Acord form. Both the certificate of insurance and the letter must be signed with original ink "wet" signatures.** If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

The vendor shall submit with the proposal the signed, original "**Insurance Procedure**" form, **page 11**, which states that the vendor agrees to provide the specified insurance coverage for this proposal at no additional charge above any insurance charge declared in the bid.

Proposal Format and Submission Requirements

The respondent shall deliver one complete original proposal, and five (5) complete copies of the proposal to the Purchasing Department before the deadline. Respondents should also include one CD or Flash Drive containing a single consolidated PDF of the complete original proposal submission(s).

At the very beginning of the proposal, the respondent should include a letter of transmittal signed by an individual authorized to bind the contractor.

The respondent should repeat each of the following questions, followed by the answer and/or form. Answers should be concise, but complete. Respondents are expected to respond specifically to each question in this section. Failure to respond to all applicable questions and form requirements in this section may result in rejection of the proposal.

1. 1. State the firm's full company name and home office address. Describe the organizational structure, management philosophy, and provide a brief history of the company.
2. List the name, title, mailing address, telephone number, facsimile number and email address of the contact person for this proposal. The contact person must be authorized to sign this contract for the firm.
3. Describe the respondent's relevant experience proving a similar scope of work for other clients. Explain how the firm has the capability and capacity to make an investment in the 'Nathaniel at Home' brand's start up, including hiring a full time marketing director and producing marketing material(s); Recruit and employ care givers; Provide marketing, public relations, legal and administrative functions; Present the required business plan and budget.
4. Provide written documentation that the respondent meets all of the specified minimum requirements.
5. Provide a complete fee proposal for the completion of the scope of work.
6. Include all completed Reply Sheets and the Insurance Procedure Form.

Evaluation Process

Proposals will be evaluated by the Evaluation Committee using the following criteria:

CRITERIA	MAXIMUM POINTS
1. Experience performing similar scope of work	40
2. Capability and capacity to perform the scope of work and meet the Witherell needs	40
3. Price for services	20
Total	100

Evaluation Committee

The Town is planning for the Evaluation Committee to be comprised of five (5) individuals from the Nathaniel Witherell SNF and member(s) of the Witherell Board.

The Evaluation Committee members will read and grade (privately and individually) all responsive proposals based on the evaluation criteria specified in this RFP. Each respondent will be ranked by the Senior Buyer based on the Evaluation Committee's scores of the proposals. The highest ranked respondents will be identified as finalists.

The finalists may be interviewed by the Evaluation Committee: the interviews will be graded and the finalists will be ranked based on the grades they receive for the interviews.

The financial strength of the highest ranked finalist(s) and the results of reference checks may also be considered during the evaluation process. In addition, exceptions raised by the highest ranked finalist (if any) will need to be reconciled to the mutual satisfaction of both parties. If the Town elects to make an award for this project, the highest ranked responsive, responsible finalist will receive the award.

The Town of Greenwich may elect to have individuals serve as observers and advisors during the evaluation process. The observers and advisors will be permitted to read the proposals of the finalists; will be permitted to attend the interviews; and will be permitted to ask questions at the interviews. The observers and advisors will not be permitted to grade the proposals or the interviews.

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7327 DEADLINE: 5/10/17 AT 3:00 PM

NATHANIEL WITHERELL AT HOME: NON-MEDICAL HOME CARE SERVICES

Reply Sheet (Page 2 of 3)

Non-collusion Language

In submitting this bid/proposal, the undersigned declares that this is made without any connection with any persons making another bid/proposal on the same contract; that the bid/proposal is in all respects fair and without collusion, fraud or mental reservation; and that no official of the Town, or any person in the employ of the Town, is directly or indirectly interested in said bid/proposal or in the supplies or work to which it relates, or in any portion of the profits thereof.

Compliance with Ethics Code

In submitting this bid, the undersigned further declares that it has not, and will not, induce or attempt to induce any Town of Greenwich employee or officer to violate the Greenwich Code of Ethics in connection with its offer to provide goods or services under, or otherwise in the performance of, such contract.

The undersigned further understands that the above declarations are material representations to the Town of Greenwich made as a condition to the acceptance of the bid/proposal. If found to be false, the Town of Greenwich retains the right to reject said bid/proposal and rescind any resulting contract and/or purchase order and notify the undersigned accordingly, thereby declaring as void said bid/proposal and contract or purchase order.

RESPONDENT INFORMATION:

BIDDER'S COMPANY NAME _____

ADDRESS _____

TELEPHONE # _____ **FAX #** _____

E-MAIL ADDRESS _____

WEB SITE _____

AUTHORIZED SIGNATURE _____

PRINT NAME _____

TITLE _____

STATE OF CT TAXPAYER ID # _____

FEDERAL TAXPAYER ID # _____

INCORPORATED IN THE STATE OF _____ **Corporate Seal** **Yes** **No**

TOWN OF GREENWICH, CT

REQUEST FOR PROPOSAL #7327 DEADLINE: 5/10/17 AT 3:00 PM

NATHANIEL WITHERELL AT HOME: NON-MEDICAL HOME CARE SERVICES

Reply Sheet (Page 3 of 3)

Non-collusion Language (continued)

The Greenwich Code of Ethics can be found at www.greenwichct.org. Relevant provisions of the Code of Ethics state as follows:

2. **DEFINITION.** (1) Indirect interest, without limiting its generality, shall mean and include the interest of any subcontractor in any prime contract with the town and the interest of any person or his immediate family in any corporation, firm or partnership which has a direct or indirect interest in any transaction with the town. (2) Substantial financial interest shall mean any financial interest, direct or indirect, which is more than nominal and which is not common to the interest of other citizens of the town. (3) Town officer shall mean and include any official, employee, agent, consultant or member, elected or appointed, of any board, department, commission, committee, legislative body or other agency of the town. (4) Transaction shall mean and include the offer, sale or furnishing of any real or personal property, material, supplies or services by any person, directly or indirectly, as vendor, prime contractor, subcontractor or otherwise, for the use and benefit of the town for a valuable consideration, excepting the services of any person as a town officer.
3. **GIFTS AND FAVORS.** No town officer or his immediate family shall accept any valuable gift, thing, favor, loan or promise which might tend to influence the performance or nonperformance of his official duties.
4. **IMPROPER INFLUENCE.** No town officer having a substantial financial interest in any transaction with the town or in any action to be taken by the town shall use his office to exert his influence or to vote on such transaction or action.

By signing below, the undersigned declares that he/she has read the non-collusion language contained herein and agrees to abide by its contents:

AUTHORIZED SIGNATURE _____

PRINT NAME _____

BIDDER'S COMPANY NAME _____

CONTRACT SIGNATURE

The bidder shall indicate below, the full name, title, and the complete mailing address of the authorized person (i.e., **officer of the company**) who will sign the contract (if one is needed) for this procurement:

TOWN OF GREENWICH, CT

INSURANCE PROCEDURE FORM

THE BIDDER SHALL RETURN THIS COMPLETED FORM WITH THE BID/PROPOSAL. FAILURE TO DO SO MAY RESULT IN REJECTION OF THE BID/PROPOSAL.

The bidder shall take the Insurance Requirement Sheet (Exhibit A) to the bidder's insurance agent/broker upon receipt of the bid documents. The bidder and the agent/broker shall familiarize themselves with the required levels of insurance, and the documentation process necessary for the successful development of a contract with the Town of Greenwich, CT for this project.

The bidder shall determine if existing insurance coverage is sufficient, or if any costs for new or additional coverage is required for the specified work noted in this Request for Bid/Proposal. Any bids/proposals which contain exceptions to the insurance requirements may be considered nonresponsive and may be rejected.

STATEMENT OF BIDDER AND BIDDER'S AGENT/BROKER:

We have read the insurance requirements for this project and confirm that we are willing and able to document the required levels of coverage as the Town of Greenwich, CT has specified. The bid pricing submitted reflects all insurance costs for this project.

If awarded this contract, the complete and correct insurance documentation shall be submitted to the Town of Greenwich, CT within ten (10) days after the date of the award of the contract.

Bidder's Company Name: _____

Authorized Bidder's Signature: _____

Date: _____

Bidder's Insurance Agent/Broker's Company Name: _____

Authorized Agent/Broker's Signature: _____

Date: _____

Nathaniel Witherell At Home:
Non-Medical Home Care Services

Insurance Requirement Sheet

Insurance Requirements: Before starting and until final completion and acceptance of the work called for in the Contract and expiration of the guarantee period provided for in the Contract, the Contractor and its subcontractors, if any, shall procure and maintain insurance of the types and amounts checked in paragraphs A through F below for all Contract operations.

- A. **General Liability, with minimum coverages for combined bodily injury and property damage liability of \$3,000,000 general aggregate, \$1,000,000 per occurrence including:**
1. **Commercial General Liability.**
2. **Town and The Nathaniel Witherell as additional insured.**
3. **Owners and Contractors Protective Liability (separate policy in the name of the Town).**
- B. **Comprehensive Automobile Liability, with minimum coverages of \$1,000,000 combined single limit for bodily injury and property damage, including, where applicable, coverage for any vehicle, all owned vehicles, scheduled vehicles, hired vehicles, non-owned vehicles and garage liability.**
- C. **Excess Liability, with minimum coverage of \$5,000,000 in umbrella form, or such other form as approved by Town Department Head and Risk Management Director.**
- D. **Workers' Compensation and Employer's Liability, with minimum coverages as provided by Connecticut State Statutes.**
- E. **Professional Medical Malpractice Liability, with minimum coverages of \$3,000,000 aggregate, \$1,000,000 per occurrence. If the policy is on a claims-made basis, coverage shall be continually renewed or extended for three (3) years after work is completed under the Contract.**
- F. **Cyber Liability, with minimum coverages of \$1,000,000.**
- G. **CERTIFICATE HOLDER: TOWN OF GREENWICH
ATTN: PURCHASING DEPT. (Also fill in on ACORD Certificate of Insurance)
101 Field Point Road, Greenwich, CT 06830.**

The Acord certificate of insurance form must be executed by your insurance agent/broker and returned to this office. The most current Acord form should be used for insurance documentation purposes. Company name and address must conform on all documents including insurance documentation. It is required that the agent/broker note the individual insurance companies providing coverage, rather than the insurance group, on the Acord form. The Contract number (provided to the awarded Contractor), project name and a brief description must be inserted in the "Description of Operations" field. It must be confirmed on the Acord Form that the Town of Greenwich is endorsed as an additional insured by having the appropriate box checked off and stating such in the "Description of Operations" field. A letter from the awarded vendor's agent/broker certifying that the Town of Greenwich has been endorsed onto the general liability policy as an additional insured is also mandatory. This letter must follow exactly the format provided by the Purchasing Department and must be signed by the same individual authorized representative who signed the Acord form, both of which must be signed with original ink "wet" signatures. If the insurance coverage required is provided on more than one Acord certificate of insurance, then additional agent/broker letters are also required. Contract development will begin upon receipt of complete, correct insurance documentation.

The Contractor shall be responsible for maintaining the above insurance coverages in force to secure all of the Contractor's obligations under the Contract with an insurance company or companies with an AM Best Rating of A:VII or better, licensed to write such insurance in Connecticut and acceptable to the Risk Manager, Town of Greenwich. For excess liability only, non-admitted insurers are acceptable, provided they are permitted to do business through Connecticut excess line brokers per listing on the current list of Licensed Insurance Companies, Approved Reinsurers, Surplus Lines Insurers and Risk Retention Groups issued by the State of Connecticut Insurance Department.

**AGENT/BROKER
(LETTERHEAD)**

(Date)

Town of Greenwich
Charles J. Zsebik, Director of Purchasing
101 Field Point Road
Greenwich, CT 06830

Re: **(Name of the Insured)**
Town of Greenwich Contract No. **XXXX**

Dear Mr. Zsebik:

The undersigned hereby certifies as follows:

- (1) I am a duly licensed insurance agent under the laws of the State of **[insert state]** and an authorized representative of all companies affording coverage under the Acord form submitted herewith;
- (2) The Town of Greenwich has been endorsed as an additional insured under general liability policy no. **[insert policy number]**, issued by **[insert company affording coverage]** to **[name of insured]**;
- (3) The general liability policy referenced in paragraph (2) above meets or exceeds the coverage in Commercial General Liability ISO form CG 00 01 10 01, including contractual liability;
- (4) The policies listed in the Acord form submitted to the Town of Greenwich in connection with the above referenced contract have been issued to the insured in the amounts stated and for the periods indicated in the Acord form; and
- (5) The Town of Greenwich shall be given thirty (30) days prior written notice of cancellation, lapse or restrictive amendment (except ten days notice of nonpayment) of the policies listed in the Acord form.

Sincerely,

(Signature)

Type Name

Authorized Representative for all companies listed in the Acord form

PERSONAL SERVICE CONTRACT

Contract No.

THIS AGREEMENT made and entered into this _____ day of _____ 2017, by and between the TOWN OF GREENWICH (hereinafter referred to as "Town"), acting herein by the undersigned official, and _____ (hereinafter referred to as "Contractor"), whose principal office is located at _____, acting herein by _____ its _____, hereunto duly authorized,

WITNESSETH:

WHEREAS, the Town contemplates:

WHEREAS, the Town desires to retain the services of the Contractor to perform the following work:

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. Describe services to be performed:

2. Describe method and terms of payment:

This agreement consists of:

Personal Service Contract form (pp. 1-7);

Exhibit A, Insurance Requirements & Certificate of Insurance (pp. XX-XX);

Other exhibit(s) (yes/no) entitled _____ (pp. _____);

Other attachment(s) (yes/no) entitled _____ (pp. _____);

for a total number of _____ numbered pages (hereinafter collectively referred to as "Contract").

3. Any conflict between this Contract and any invitation to bid, request for proposal, bid or response to request for proposal shall be resolved in favor of this Contract, with the exception that any provision of an invitation to bid, request for proposal, bid or response to request for proposal, that is attached as an Exhibit to this Contract, which Exhibit provides for a higher standard of obligation or service by Contractor, shall control as to the standard of obligation and service required of the Contractor and shall thereby supplement this Contract.

4. The Town may at any time, and for any reason, direct the discontinuance of the services and work contemplated under this Contract for a period of time. Such direction shall be in writing and shall specify the period during which the work shall be discontinued. The work shall be resumed on the dates specified in such direction, or upon such other date as the Town may thereafter specify in writing. The period during which such work shall have been discontinued shall be deemed added to the time for performance. Stoppage of work under this article shall not give rise to any claim against the Town.

5. The service and work contemplated under this Contract shall be completed in full on or before .

6. The Town may at any time and for any reason terminate this Contract by written notice specifying the termination date, which shall be not less than seven (7) days from the date such notice is given. In the event of such termination, services shall be paid for in such amount as shall compensate for the portion of the work satisfactorily performed prior to termination. Such amount shall be fixed by the Town after consultation with the Contractor and shall be subject to audit by the Town Comptroller. Termination under this section shall not give rise to any claim against the Town for damages for compensation in addition to that provided hereunder.

7. It is the intent of this Contract to secure the personal services of the Contractor or a duly authorized and competent representative(s) of the Contractor acceptable to the Town. Failure of the Contractor for any reason to make the personal service of such a person available to the Town to the extent necessary to perform the services required skillfully and promptly shall be cause for termination of this Contract.

8. The Contractor shall not assign this Contract without prior consent of the Town in writing.

9. In the event of death or disability of the principal of the Contractor, any qualified partner or associate of the Contractor may be authorized, at the option of the Town, to continue to perform and complete all the terms, covenants and provisions contained in this Contract.

10. If the Contractor has been delayed and as a result will be unable, in the opinion of the Town, to complete performance fully and satisfactorily within the time allowed therefor, the Contractor, upon submission of evidence of the cause of the delay, satisfactory to the Town, shall at the discretion of the Town, be granted an extension of time for performance equal to the period that the Contractor was actually and necessarily delayed.

11. When the Town shall have reasonable grounds for believing that a) the Contractor will be unable to perform this Contract fully and satisfactorily within the time fixed for performance, or b) a meritorious claim exists or will exist against the Contractor or the Town arising out of the negligence of the Contractor or the Contractor's breach of any provision of this Contract, then the Town may withhold payment of any amount otherwise due and payable to the Contractor hereunder. Any amount so withheld may be retained by the Town for such period as it may deem advisable to protect the Town against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the Town. No person shall have any right against the Town or claim against the Town by reason of the Town's failure or refusal to withhold monies. No interest shall be payable by the Town on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the Town.

12. The acceptance by the Contractor, his successors or assigns, of any payment made on the final requisition under this Contract, or of any final payment due on termination of this Contract, shall constitute a full and complete release of the Town from any and all claims, demands and causes of action whatsoever which the Contractor, his successors or assigns, have or may have against the Town under the provisions of this Contract.

13. The Contractor shall not assert any claim arising out of any supervisory act or omission by any agent, officer or employee of the Town in the execution or performance of this Contract against any such agent, officer or employee. The Contractor shall require each person supplying labor or materials to the Contractor to agree in writing to the Contractor not to make any claim against the Town, its officers, agents or employees by reason of such labor or materials, or by reason of any acts or omissions of the Contractor.

14. The Contractor shall indemnify and save harmless the Town and its officers, agents, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorneys' fees, on account of bodily injury, sickness, disease, death or other damages sustained by any person or persons injury or damage to or destruction of any property, directly or indirectly arising out of, relating to, or in connection with the work called for in the Contract, whether or not due or claimed to be due in whole or in part to the active, passive or concurrent negligence, fault, or contractual default of the Contractor, its officers, agents, servants or employees, any of its subcontractors, the Town, any of its respective officers, agents, servants, or employees and/or any other person or persons, and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent, and the Contractor shall and does hereby assume and agrees to pay for the defense of all such claims, demands, suits and proceedings, provided, however, that the Contractor shall not be required to indemnify the Town, its officers, agents, servants, or employees, against any such damages occasioned solely by acts or omissions of the Town, its officers, agents, servants or employees, other than supervisory acts or omissions of the Town, its officers, agents, servants, or employees, in connection with the work called for in the Contract.

15. The Contractor shall take out and maintain during the life of this Contract the types and amounts of insurance as are set forth in the attached Exhibit A. Before commencing the work called for in this Contract, the Contractor shall furnish the Town with a completed certificate of insurance on the Acord form that is referenced in the attached Exhibit A evidencing such coverage.

16. Contractor agrees to comply in every respect with applicable State and Town laws, regulations and ordinances.

17. Contractor shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee or principal and agent, between the Town, its agencies, employees, agents and Contractor, its employees and agents. Contractor assumes exclusively the responsibility for the acts of its employees and agents as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights and privileges of Town employees and shall not be considered in any manner to be Town employees.

18. The laws of the State of Connecticut shall govern this Contract and any and all litigation related to this Contract. In the event of litigation related to this Contract, the exclusive forum shall be the State of Connecticut and the exclusive venue for such litigation shall be the Judicial District for Stamford/Norwalk at Stamford.

Dated at Greenwich, Connecticut,
this _____ day of _____ 2017.

Witnessed by:

Witnessed by:

THE TOWN OF GREENWICH

By _____ **L.S.**

Its _____

THE CONTRACTOR

By _____ **L.S.**

Its _____

STATUTORY SHORT FORMS OF ACKNOWLEDGMENT

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____
(name of person acknowledged)

Notary Public
My Commission Expires:

FOR A CORPORATION:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____ 2017 by _____
name and title of officer/agent
of _____ a _____
name of corporation State or place of incorporation
corporation, on behalf of the corporation.

Notary Public
My Commission Expires:

FOR A PARTNERSHIP:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____, by _____ acknowledging partner or agent partner (or agent) on behalf of _____, a partnership. name of partnership

Notary Public
My Commission Expires:

BY ANY PUBLIC OFFICER, TRUSTEE, OR PERSONAL REPRESENTATIVE:

STATE OF _____)
) ss: _____
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, by _____ name and title of position

Notary Public
My Commission Expires:

I am the Vice-Chair for the Commission of Aging for the Town of Greenwich and I am seeking an Advisory Opinion from the Board of Ethics as I wish to respond for an RFP that is being put out by The Nathaniel Witherell (hereinafter referred to as TNW) in April of this year for a non-medical companion and homemaker agency to enter into a financial relationship with them to establish a companion and homecare agency under the Nathaniel brand.

Background:

I own a 100% of a local companion and homemaker agency, as well as a certified medical home health agency and a geriatric care management practice located in Greenwich which was founded in 2009 called Sterling Care (hereinafter referred to as SC). SC does not have a financial relationship with TNW at this time. SC has since its inception in 2009, been one among several companion and homemaker agencies and certified medical home health agencies that the TNW has referred its patients to. Patients receive services from SC paid for by Medicare, Medicaid, commercial insurance or privately by the patient. TNW does not pay any money to SC for any services rendered to patients referred to SC by TNW. Similarly, SC has referred patients to TNW for long term skilled nursing and rehab services as it has to other skilled nursing and rehabilitation providers in the area. Similarly, patients receive services from TNW paid for by Medicare, Medicaid, commercial insurance or privately by the patient. In both types of referrals patients always have the choice to go to any agency or facility of their choosing.

I began serving on the Commission on Aging in 2013 at the request of Peter Tesei. At that time the Commission was looking for someone to serve who had both a public health background and practical experience in healthcare. I became Vice-Chair of the Commission in 2016. I have also served in the past and currently serve on a number of Board and Charitable Organizations and in the RTM where I was past Chairman of District 9. I have attached my resume for your review.

The main function of the Commission on Aging is to advocate and education on behalf of older adults as well as provide older adults and their families with assistance and guidance so that they can live healthy high quality lives within our community. We also oversee the operations of the Greenwich Senior Center. Our work has no impact on any other town agencies or departments and we have no oversight authority over TNW which has its own independent Board of Directors and budget. Our Board members are assigned to cover as a public observer board meetings and major senior activities and events in Town and provide very brief reports back to the Board on any new or interesting activities that affect the older adult population in town. My assignment for the past three years has been to cover the Board meetings of TNW.

TNW Board has been active in seeking out ways to increase their revenue and profitability so as lower the amount that the Town of Greenwich subsidizes their operations. One way to do this which many for-profit and non-for-profit facilities have done (including Waveny and The Osborne) has been by adding companion and homemaker services to their offering.

Issue: TNW is putting out an RFP to partner with a companion and homemaker agency who will fund and run this operation for them under their branding. I wish to respond to the RFP to have my company, SC, be considered as a potential partner for this project. Kindly advise me if there would be any violation of the Town of Greenwich Code of Ethics violation if I submitted this RFP and if I was selected entered into a transaction with the TNW. Through SC I would be putting up the initial funding for the project and the TNW would receive a royalty fee or payment based on a percentage of the net

profits from this business line. I recognize that the transaction would have a value of over \$100 and would be need to be annually disclosed by me as per section 5 of the Town of Greenwich Code of Ethics.

Thank you for your advisory opinion on this matter.

With kind regards.

Steven Katz

**Town of Greenwich, Connecticut
Board of Ethics**

Request for Advisory Opinion

Section 2.12(b) of the Town Code of Ethics requires the Board of Ethics to render advisory opinions with respect to the Code of Ethics upon the written request of any Town Officer. For this purpose, a Town Officer includes any official, employee or agent of the Town, any consultant to the Town or any member of any board, department, commission, committee, legislative body or other agency of the Town, whether elected or appointed.

Name: Patricia Burns and Steven Katz

Town Office: Chairperson and Vice-Chairperson Greenwich Commission on Aging

Request on Behalf of Another: Yes ___X___ No _____ (on behalf of the members of the Greenwich Commission on Aging)

(The Board's policy is to render advisory opinions that do not name the individual requesting the opinion. However, the Connecticut Freedom of Information Act requires all filings with the Board to be made available to the general public upon request. One Town Officer may file a request on behalf of another Town Officer.)

Please attach a statement describing the issues involved concisely, but in reasonable detail. For issues of the following types, please describe:

(Please note that a transaction or series of transactions having an aggregate value in any 1200 per year is not reportable under the Code.)

- a. The interest or interests involved
 - b. How the Town is involved in the transaction or actions relating to the interest
 - c. The nature of the action or vote that may be influenced
 - d. How the Town Official involved might be influenced
- (2) Acceptance of a thing of value:**
(Please indicate if member of immediate family is involved.)
- a. The gift, favor, loan, promise or other thing that might be accepted
 - b. The official duty or duties that might be influenced
 - c. How the Town Official involved might be influenced
- (3) Definitions or interpretation**
- a. The word or phrase in the Code that is ambiguous
 - b. The circumstances under which it might be ambiguous
 - c. Possible alternative interpretations
- (4) Procedure for filing disclosure statements:**
- a. Requirement in question
 - b. Possible alternatives for satisfying requirement
 - c. Problems affecting compliance

I am the Chairperson of the Commission on Aging (hereinafter referred to as the "COA") and am seeking an advisory opinion from the Board of Ethics on behalf of the members of the COA so that we have a clear understanding as to how to best address common issues that the members of the COA may have in conducting themselves as officers of the Town of Greenwich (hereinafter referred to as the "Town").

Background

The COA consists of 7 members appointed by the Representative Town meeting on the nomination of the Board of Selectmen. The primary role of the COA is to be a community resource on issues affecting older adults. In this light the Commission to date has worked primarily on educating and advocating on behalf of older adults and their families both by conducting events, programs and activities. The Director of the Commission on Aging is a Town Employee and her staff works directly with older adults and their families to assist them where needed in finding and coordinating resources and providing them with information and materials relating to their needs. The COA Director also runs the senior provider network which is open to all provider of older adult services in the Town. The COA Director along with the COA also oversees the operations Greenwich Senior Center. The COA only votes and gives input on its own budget and that of the Greenwich Senior Center.

COA members are assigned to work on different projects on behalf of the COA such as senior transportation, senior property tax relief, senior programming etc..... THE COA also assigns its members to cover meetings of other Town departments, governmental committees and events that are related to interests of older adults in Town, including but not limited to social services, human resources, The Nathaniel Witherell, the BET, senior transportation, Department of Health etc.....

Going forward the COA will be conducting a needs assessment survey and making recommendations to the Selectman so that the Town of Greenwich can be certified as an Age Friendly and Dementia Friendly Community. This is the COA's first initiative into helping to set Town policy for older adults and is at the planning stage.

The Friends of the Greenwich Senior Center is a not-for-profit 501(c)3 (hereinafter referred to as the "Friends") that supports the work of the Senior Center and related senior activities. Funds are donated to support programs of the Senior Center and the Commission on Aging through members of the senior provider network, individuals and estates. Several of the members of the COA also sit on the Board of the Friends and may have business relationships with donors to the Friends whose donations are used to support programs of the Senior Center and the Commission on Aging. Members of the COA may also be donors to the Friends to support programing at the senior center or the COA either directly or through businesses where they have a significant financial interest as part of a broader and publicly open fundraising effort offered to all participants in the senior provider network.

Over half the members of the COA work professionally and have a significant financial interest in businesses servicing the older adult community. It is their expertise in the field that makes them particularly suitable to be members of the COA. As a result, several of the members of the COA throughout the course of the year have business dealing with each other which may be of a direct monetary nature or indirectly through the referral of business for which there is no monetary exchange.

Similarly, several of the members of the of the COA have dealing with entities of the Town such as The Nathaniel Witherell or the Department of Social Services or with other officers of the Town on other

Boards and parts of Town government that provide oversight and review of budgets affecting services to older adults. Some of the business dealing may be of a direct monetary nature with Town entities or other Town officials. Other business dealing may be done in the ordinary course of their business but are indirectly through the referral of business from unrelated third parties for which there is no monetary exchange between the member of the COA or his business and the any Town employee or organization. In addition, they may be given as to the unrelated third party as one of several professionals or entities that the unrelated third party can consider for such a referral along with any other provider of the third parties choice. Referrals may also be of different types. Where some are made by the third party themselves without any input from a Town entity or employee or by other organizations with the unrelated third party before they do business with the Town. For example, a patient of Nathaniel Witherell may choose to work with a certified home health provider that he has worked with in the past upon discharge of Nathaniel Witherell or the patient may have determined what home care provider he chooses to work with prior to entering Nathaniel Witherell with the assistance of the discharge planner from Greenwich Hospital. In both cases when the patient is discharge to a provider from Nathaniel Witherell it is deemed to be a referral from Nathaniel Witherell in the industry sense of the word. Alternatively, a discharge planner from Nathaniel Witherell may provide a patient with the names of several eldercare attorneys to work with and let the patient choose whomever he likes. How would these referrals be disclosed and what value would be placed on them in disclosure without imposing a significant accounting requirement on the members of the COA.

Issues:

1. What is the proper manner for the members of the COA to conduct themselves when working with each other and voting on items on behalf of the Commission if they have either direct or indirect (via referrals) business dealing with each other so as to avoid violating any part of the Town of Greenwich Code of Ethics.
2. In what situations could the members of the COA be considered to potentially exert undue influence in violation of the Town of Greenwich Code of Ethics and what is the proper procedure and protocols that should be used by the COA and its members to avoid these issues yet still function professionally in the normal course of business. Some issues to be address may include but should not be limited to:
 - a. Does the referral of potential business to an unrelated third party between businesses owned by officers of the Town or between a Town entity and a business in which an officer of the town has a substantial financial interest in the normal course of business, where there is no monetary exchange made by any party in exchange for the referral and where the third party may select among several referred vendors or any other vendor of his choosing constitute a potential violation of the Greenwich Code of Ethics and is there a process which can mitigate any potential ethics violation without impinging on the normal business operations of the members of the COA.
 - b. Is the mere covering and brief reporting to the COA of a public meeting with publicly available minutes by a member of the COA of another town entity, department or board a potential violation of the Greenwich Code of Ethics if a) the member of the COA directly transacts business where money is exchanged either with the town entity or department or other officers of the Town that are part of the meeting or b) if the member of the COA indirectly receives referrals of business with the town entity or

department or other officers of the Town that are part of the meeting. Given that the majority of COA members may fall into (a) or (b) this might significantly limit the COA ability to cover such meetings for the benefit of the entire COA.

3. Is there any issue with COA members or businesses in which they hold a significant financial interest making a donation and being sponsors on terms available to the public and all other members of the senior provider network to the Friends in support of the Greenwich Senior Center or COA programs and events?
4. As the COA embarks on more policy initiative such as Age Friendly and Dementia Friendly Greenwich can COA members who interests might be aligned with the public but also serve the older adult community participate in these initiatives and vote on recommendations that may be given to other Town officials and entities which they may conduct business with directly or indirectly through referrals as noted above. Again since the majority of the COA members might find themselves in this situation are there any safeguards or protocols that can be implemented to make sure the Town's Code of Ethics is not violated.
5. Are there any other issues the COA and its members should be concerned with as it involves the Greenwich Code of Ethics and proper disclosure.

Please let us know if you would like clarification of any of the items in this Ethics Advisory Opinion request. We would appreciate a response by the end of June as many of the items above are in active process and to comply with the Town's annual disclosure requirement.

T O W N O F G R E E N W I C H

Board of Ethics

Notice of Special Meeting

May 3, 2017

5:30 P.M.

Gisborne Room, Town Hall

A G E N D A

- 1. Approval of Minutes**
- 2. Consideration of Request for Advisory Opinion**
- 3. Status of Preliminary Investigations**
- 4. Adjournment**