



REQUEST FOR PROPOSALS



Village for Healthy Living
Nassau University Medical Center Campus
53-acres
2201 Hempstead Turnpike
East Meadow, Nassau County
Long Island, New York

Senior Village at Patterson
A. Holly Patterson Extended Care Site
63-acres
875 Jerusalem Avenue
Uniondale, Nassau County
Long Island, New York

RFP Issued:


April 15th, 2010

Responses due:

May 21st, 2010

Presented by:
CB Richard Ellis

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This letter/proposal is intended solely as a preliminary expression of general intentions and is to be used for discussion purposes only. The parties intend that neither shall have any contractual obligations to the other with respect to the matters referred herein unless and until a definitive agreement has been fully executed and delivered by the parties. The parties agree that this letter/proposal is not intended to create any agreement or obligation by either party to negotiate a definitive lease/purchase and sale agreement and imposes no duty whatsoever on either party to continue negotiations, including without limitation any obligation to negotiate in good faith or in any way other than at arm's length. Prior to delivery of a definitive executed agreement, and without any liability to the other party, either party may (1) propose different terms from those summarized herein, (2) enter into negotiations with other parties and/or (3) unilaterally terminate all negotiations with the other party hereto.



General Information

Purpose and Invitation to Propose

In concert with the redevelopment of the East Meadow and Uniondale campuses, Nassau Health Care Corporation (“NuHealth”) is seeking proposals from qualified firms to finance, develop and own part or all of the residential component of each campus (see Tab 2 for detailed Scope of Work for each campus).

NuHealth’s vision is to:

1. Create a Village of Healthy Living on the East Meadow campus. A major part of this vision is the redevelopment of the existing Medical Resident Housing to create an educational community within the Healthcare Village.
2. Establish the Uniondale campus as a multi-use community incorporating senior living, assisted living, long-term care, medical, retail and wellness.

About NuHealth

History:

The Nassau University Medical Center (NUMC) opened on July 15, 1935 as a 200-bed general hospital surrounded by vast acres of farmland in the rural community of East Meadow, NY. It served a localized population and during its first year of operation, daily usage was limited to fewer than 150 people treated as inpatients, 560 in the emergency room and 813 in ambulatory patient clinics. The hospital staff numbered only 330.

Today, more than 80,000 people annually are treated in the emergency room and 178,000 in more than 85 specialty clinics. NUMC staff now exceeds 4,000. NuHealth – also known as Nassau Health Care Corporation - is an integrated health system in Nassau County, New York that operates the Nassau University Medical Center – a 530-bed tertiary care Disproportionate Share Hospital (DSH) on its 53-acre campus in East Meadow; the 589-bed A. Holly Patterson Extended Care Facility (AHPECF) on its 64-acre campus in Uniondale; and four free-standing Family Health Centers (FHCs) located in Elmont, Hempstead, Roosevelt and Westbury.

Services Provided at NUMC:

- Ambulatory & Community Medicine (Outpatient)
- Anesthesia
- Dentistry/Oral Surgery
- Emergency Medicine
- Medicine
 - » Rheumatology (Arthritis)
 - » Nephrology (Kidneys)
 - » Hematology/Oncology (Blood/Cancer)
 - » Cardiology (Heart)
 - » Infectious Diseases
 - » General Adult Medicine
- Physical Medicine & Rehabilitation
 - » Pain Services
 - » Physical Therapy
 - » Occupational Therapy
 - » Speech Therapy
- Psychiatry
 - » Substance Abuse (Drugs, Alcohol)
 - » Detox
 - » Child & Adolescent Psych
 - » Psychology
- Radiology (X-Rays, CT Scans,





General Information

- » Endocrinology (Diabetes, Thyroid & Hormonal Disorders)
- » Pulmonary (Lungs)
- » Gastroenterology (Stomach, Liver, Bowel)
- Neurology (Seizures, Strokes)
- OB/GYN (Women's)
 - » Gynecology
 - » Obstetrics
- Ophthalmology (Eyes)
- Orthopedics (Bones)
 - » Spinal
- Pathology & Labs
 - » Blood Bank
 - » Blood Donor Center
 - » Shared Labs (Blood Tests)
- Pediatrics (Children)
 - » Neonatology (Premature Babies)
 - » Pediatric Intensive Care Unit
 - » Child Development Center
 - » Infectious Diseases
 - » Nephrology (Kidneys)
 - » Hematology/Oncology (Blood/Cancer)
 - » Cardiology (Heart)
- Sonograms, MRI
 - » Nuclear Medicine
 - » Radiation Therapy
 - » Breast Imaging
- Surgery
 - » Thoracic (Chest)
 - » Critical Care
 - » Vascular (Arteries, Veins)
 - » Plastics/Burns
 - » Wound
 - » Hyperbaric
 - » Hand
 - » Neurosurgery
 - » Pediatric
 - » Urology (Prostate, Bladder & Kidneys)
 - » Ears, Nose and Throat
 - » Breast
 - » Colorectal
 - » Bariatric
 - » Podiatry

Proposal Submission

Proposers should address any inquiries to the following addresses:

Mr. Philip Heilpern
Senior Vice President
CB Richard Ellis Inc.
88 Froehlich Farm Blvd, Suite 100
Woodbury, New York 11797
(516) 677-1743
philip.heilpern@cbre.com

One (1) original and five (5) copies of the completed proposal should be placed in a sealed envelope, clearly identified by the proposal title. **Deadline for receipt of proposals is 3:00 p.m. local time, on Friday, May 21, 2010.**

Mr. Robert Benrubi
Counsel to the President and CEO
The NuHealth System
2201 Hempstead Turnpike
East Meadow, New York 11554
(516) 572-5834
rbenrubi@numc.edu

An email copy of the proposal should be sent to philip.heilpern@cbre.com.



General Information

PROPOSALS DELIVERED AFTER THE ESTABLISHED DEADLINE WILL BE RETURNED UNOPENED TO THE PROPOSER.

Proposal Disclosure

Please see "Schedule B" and "Appendix I" of the Appendix section of this RFP for disclosure details.

Proposal Timetable

The Proposers shall adhere to the following schedule in all actions concerning this RFP:

<u>Date</u>	<u>Proposal Event</u>
April 15, 2010	RFP issued
April 29, 2010	Pre-proposal conference
May 21, 2010	Proposals Due
May 25/26, 2010	Presentations (if required)
June, 2010	Selection of Developer



Scope of Work

East Meadow Campus - Village of Healthy Living

Introduction and Goals:

CB Richard Ellis Inc. has been retained by NuHealth to submit requests for proposals ("RFP") to residential developers for the renovation of existing facilities and construction of additional units for NUMC's medical residents and other staff. These apartment units are/will be located on NuHealth's East Meadow Campus. In August of 2009, NuHealth initiated the design phase on a new campus redevelopment initiative to transform their East Meadow campus into a "Village for Healthy Living". The East Meadow redevelopment initiative will assist in the transformation of NuHealth's image and status in the Long Island healthcare market. The campus redevelopment scope and objectives summarized below are provided to give an understanding of the master redevelopment that the East Meadow campus will undertake. For this campus, NuHealth is seeking proposals that relate to the resident housing redevelopment outlined in this RFP.

Overall Scope of the East Meadow Campus Redevelopment:

NuHealth's objective is to partner with healthcare operators and residential real estate developers to redevelop the East Meadow campus that currently houses the majority of NuHealth's inpatient and outpatient facilities. NuHealth's East Meadow campus is situated on the northeast corner of Carman Avenue and Hempstead Turnpike (Route 24). Hempstead Turnpike (Route 24) is a six-lane, east-west roadway with moderate to heavy automobile traffic and light pedestrian traffic. Carman Avenue is a six-lane, local north-south roadway with light to moderate automobile traffic and light pedestrian traffic.

The campus has a total land area of approximately 51.6 acres, with approximately 1,497.53 linear feet of frontage along the northerly side of Hempstead Turnpike and approximately 1,714.71 linear feet of frontage along Carman Avenue and a +/- 24.24 foot corner.

This project will create an exciting mixed-use campus comprised of inpatient and outpatient care, retail, wellness, residential and structured parking facilities.

The master planning, zoning of use along with the strategic placement of buildings has the primary intent of transforming the acute care hospital to a multi-faceted, "Village for Health Living." The "great lawn" is the organizer of all these elements and becomes the catalyst for social interaction and the source of natural lighting/landscape amenities, all necessary in a healing environment. The great lawn is framed by the existing DCB to the south, a proposed wellness pavilion to the west, a proposed medical office bldg/conf center to the east and to the north, a new resident housing tower which anchors the patient/visitor experience.

Campus location of Resident Housing:

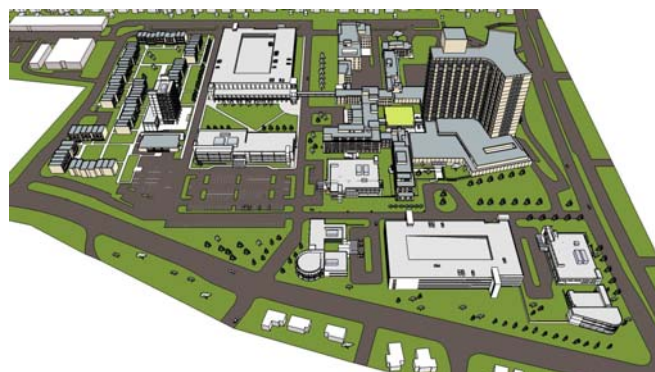
The resident housing is currently located in the area north of Avenue B and south of Intern Drive. Eight three-story, garden-style apartment buildings provide 165 units, which are occupied by hospital residents and their families. The resident housing was designed and built in the mid-to-late 1960s and accommodate a range of studios, one and two bedroom units. There are no elevators and hence, all units are accessed either at grade or by individual stairs within the

Scope of Work

domain of the unit. Parking is available in adjacent surface lots or a parking structure located in the eastern quadrant of the campus.



Existing Conditions



Conceptual Plan

East Meadow Campus Redevelopment Objectives:

In order to promote NuHealth’s vision of being a leader in the Long Island healthcare market, the following objectives have been identified:

- Redevelop the East Meadow campus around a “Village for Healthy Living” concept. This includes but is not limited to:
 - Wellness amenities such as patient friendly fitness programs, a nutrition conscious market and a “healthy” food court.
 - Community benefits such as meeting spaces for local events, patient convenient pharmacy services and a partnership with Long Island and State Veterans.
 - Incorporation of a “Great Lawn” to promote outdoor activities and exercise within its staff and resident population, as well as growing the local Farmer’s Market programs.
- In an effort to proliferate NuHealth’s desire to promote a “Village for Healthy Living”, all new construction and redevelopment projects shall be built to USGBC LEED Silver standards. NuHealth believes that healthy buildings produce healthier building occupants and visitors.
- In order to ensure compliance with design and building standards developed by NuHealth, the firm of TRO/Jung Brannen has been retained to provide interior design, exterior design, and landscaping design services in connection with the various construction projects taking place at the Uniondale and East Meadow campuses, including those projects included in this Request for Proposal. It is expected that the development partners chosen pursuant to this Request for Proposal will pay for these services. A general description of the scope of services to be performed by TRO/Jung Brannen is as follows:



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- Interior design and exterior design peer reviews with regard to maintaining a NuHealth design standards, site peer review;
- Landscape design services;
- Exterior way finding elements; and
- Environmental graphics (exterior signage) design services.
- Stimulate development in order to elevate the character and design of Hempstead Turnpike.
- Engage the community as a stakeholder and blend the interests of NuHealth with those of the community. NuHealth wishes to promote regional economic development, provide hundreds of new jobs and attract employers and customers from the surrounding metropolitan New York area.



Medical Resident Housing Redevelopment:

NuHealth is seeking a qualified residential developer to match the intent and objectives of the campus redevelopment plan and to prepare a Medical Resident Housing program to:

- Renovate the existing 165 units of Resident Housing and construct a minimum of 80 units for a total of 245 units.
- NuHealth will contribute the existing resident housing to the developer and provide a land lease for the residential portion of the East Meadow campus.
- The housing developer at their sole cost and expense will renovate and construct the units. All construction will be bid using union labor or prevailing wage and all bids will be

Scope of Work

public documents and subject to Freedom of Information Law. NuHealth will have the right to select all contractors and review all bids.

- Zoning and consulting expenses to date for the East Meadow redevelopment are \$200,000. The residential developer shall pay 25% of those costs and their pro-rata share (25%) of reasonable future costs as part of the project which includes: NuHealth internal executive/legal costs, planning fees, and consulting fees.
- NuHealth is seeking to execute a long-term leaseback of the residential apartments. Developers should provide a proposal that includes:
 - Upgrades to the existing and construction of the new apartments including structure, MEP systems, building envelope/roof, interior finishes, unit layout, compliance to all local/state codes and ADA.
 - Exterior & outdoor improvements to the residential area(s) of the East Meadow Campus to create a modern residential setting within a medical and educational environment.
 - Amenities should include a Student Union that provides spaces for lounges, recreational areas (fitness, casual) cafeterias, study areas and educational and conference space.
 - All proposals should provide for a lease based on a percentage of total project costs with escalations every five (5) years.
 - The lease term contemplated is 49 years with two (2), ten (10) year renewal options.
 - NuHealth shall have the option to purchase the entire residential campus at the end of the lease term (or extensions) for one (\$1.00) dollar.
 - Please provide proposals based on a leaseback for 100% and 75% of the units.
 - The developer will provide management services for the residential campus for a minimum of five (5) years. The cost of this facilities management should be outlined in your proposal.
 - All proposals should include fees payable to CB Richard Ellis based on the rate schedule in Section 5 of this RFP.





Scope of Work

Uniondale Campus – Senior Village at Patterson

Introduction and Goals:

CB Richard Ellis Inc. has been retained by NuHealth to submit requests for proposals (“RFP”) for the redevelopment of their Uniondale Campus into a combination of retail/office, senior housing and assisted living facilities. The objective of this redevelopment is to create a senior community adjacent to the soon-to-be-constructed A. Holly Patterson Nursing Home on this site. Further, it is the desire of NuHealth to select a development partner that structures a transaction in a way so as to provide long-term, passive income for the hospital system.

In August of 2009, NuHealth initiated the design phase on a new campus redevelopment initiative to transform their Uniondale campus into the “Senior Village at Patterson”. The Uniondale redevelopment initiative will assist in the transformation of NuHealth’s image and status in the Long Island healthcare market. The scope and objectives for this campus are summarized below in order to provide the developers with an understanding of the proposed master redevelopment. For this campus, NuHealth is only seeking a partner and proposals that relate to the retail/office, senior housing and assisted living facility. The A. Holly Patterson Nursing Home and Community Health Center are not part of this RFP.

Overall Scope of the Uniondale Campus Redevelopment:

NuHealth’s has been considering the future of the campus and how it should be redeveloped in accordance with the Corporation’s need to adapt to changing conditions in the healthcare industry and to New York State mandates while satisfying the objectives of Nassau County, the Town of Hempstead and the local community. From an operational viewpoint, the most pressing need is to replace the existing A. Holly Patterson (AHP) Nursing Home with a newly constructed, state-of-the-art, 320 bed facility, as called for by the State’s Commission on Health Care Facilities in the 21st Century (the “Berger Commission”). The Corporation had decided to commence this project, authorizing architectural designs and undertaking a SEQRA review for the items necessary to bring about the AHP replacement. The new AHP Extended Care Facility and Community Health Center will be constructed on approximately 18 acres of the existing campus.

At the same time that it has been working on the design for the new nursing home, the Corporation has been developing concept plans for the remainder of the 63-acre site. The NuHealth President, the CEO, staff and CBRE engaged in numerous meetings with Uniondale community groups, residents, school officials and elected officials in order to ascertain the desires of these groups, residents and officials relative to the redevelopment of the Uniondale property. Based on feedback from these groups, it has been determined that the redevelopment of the remaining +/- 45 acres should include a mixed-use development of retail/office, senior independent living, congregate living, an assisted living facility, and public areas to include a community center, recreational and open space.

The A. Holly Patterson site is located on the north side of Jerusalem Avenue between Winthrop Drive and Liberty Street approximately 1/4 mile west of the Meadowbrook Parkway and ¼ mile north of Southern State Parkway. The site is irregularly shaped and generally flat. The frontage along Jerusalem Avenue is approximately 1,213 linear feet and it is bordered by residential homes to the north and west and to the Turtle Hook Middle School (Uniondale School District) to



Scope of Work

the east. The opposite side of Jerusalem Avenue is developed with multiple structures and uses including: churches, retail centers, and a library and residential. Overall, the site is comprised of +/- 63 acres with existing improvements for AHP and other smaller buildings. The Nassau County Fire Marshall's offices and a vocational school occupy the buildings closest to Jerusalem Avenue. Improvements on the site total 237,000 square feet: 208,500 for AHP and the remainder for the Fire Marshall and vocational school.



Existing Conditions



Conceptual Plan

Uniondale Campus Redevelopment Objectives:

In order to promote NuHealth's vision of being a leader in the Long Island healthcare market, the following objectives have been identified:

- Redevelop the Uniondale Meadow campus around a "Senior Village at Patterson" concept. This includes but is not limited to:
 - +/- 390 senior housing units
 - +/- 100,000 square feet of office/retail space
 - A 150-bed assisted living facility
 - A community center
 - Open and recreational spaces that will provide a campus-like setting including green areas, walking trails, etc.
- In an effort to proliferate NuHealth's desire to promote a "Village for Health Living", all new construction and redevelopment projects shall be built to USGBC LEED Silver standards. NuHealth believes that healthy buildings produce healthier building occupants and visitors.
- In order to ensure compliance with design and building standards developed by NuHealth, the firm of TRO/Jung Brannen has been retained to provide interior design, exterior design, and landscaping design services in connection with the various construction projects taking place at the Uniondale and East Meadow campuses, including those projects included in this Request for Proposal. It is expected that the development partners chosen pursuant to this Request for Proposal will pay for their pro-

Scope of Work

pro-rata share of these services. A general description of the scope of services to be performed by TRO/Jung Brannen is as follows:

- Interior design and exterior design peer reviews with regard to maintaining NuHealth design standards, site peer review;
- Landscape design services;
- Exterior way finding elements; and
- Environmental graphics (exterior signage) design services.
- Stimulate local development and elevate the character and design of Jerusalem Avenue.
- Engage the community as a stakeholder, and to blend the interests of NuHealth with those of the community. NuHealth wishes to promote regional economic development, provide hundreds of new jobs, and attract employers and customers from the surrounding metropolitan New York area.

Redevelopment @ Uniondale Campus – Senior Village at Patterson:

NuHealth is looking for qualified developers to match the intent and objectives of the campus redevelopment plan. Consideration will be given to developers interested in the redevelopment of all or a portion of the site. NuHealth will contribute the land for each redevelopment under a 49 year land lease with renewal options. In the scenario that NuHealth chooses multiple developers, each developer must contribute their pro-rata share for the development of the infrastructure, recreational/community areas and open spaces which has an estimated total cost of \$2 million. Consulting expenses for the Uniondale Campus redevelopment are \$400,000 and developer(s) shall pay their pro-rata share of 75% of those costs depending on the values associated with each sub-development (e.g. senior housing, retail/office, ALF) and their pro-rata share of fees going forward includes: NuHealth executive/legal, planning fees, engineering fees and rezoning fees. The redevelopment is outlined below.

(1) Senior independent/congregate living

The northern portion of the site would be developed for senior independent/congregate living. The site would accommodate +/-390 units in several two and three-story residential buildings.

(2) Proposed Assisted Living Facility

The 150-bed Assisted Living Facility (ALF) will be located in the northwestern portion of the site. Current plans for the ALF illustrate a two-story building of approximately 100,300 square feet with parking for 70 cars. **Developers should describe the type of ALF they plan on constructing such as, but not limited to Medicaid-ALF, market rate or affordable.**

(3) Village commercial center

The southern portion of the site fronting Jerusalem Avenue will be developed as a village commercial center offering neighborhood retail uses and second story office/medical space to compliment the other on-site uses. This area will be developed with a central village green and integrate parking adjacent to the new buildings. As illustrated on the Conceptual Master Plan, this portion of the site could readily accommodate +/-64,000 square feet of first floor retail space plus +/-64,000 square feet of second floor office space and parking for these uses.



Scope of Work

Please be advised that the plans provided are conceptual and NuHealth is prepared to discuss modifications in terms of layout, density and design.

*All proposals should include fees payable to CB Richard Ellis based on the rate schedule in Section 5 of this RFP.



Proposal Submission Requirements

Deliverables

For each campus or component thereof, the Developer shall provide NuHealth a detailed proposal that includes:

1. History and description of firm
2. Proposed Project Team
 - a. Location of personnel
 - b. Relevant experience
 - c. Financial capacity to perform on this project including bank references and ability to fund the capital/equity that will be required
3. Case Studies of similar Projects
 - a. Location
 - b. Size and Configuration
 - c. Delivery performance (budget and schedule)
 - d. References
4. Financial Proposal
5. Pro-Forma of estimated costs
6. State/Federal Requirements to Implement Plan
7. Proposed Timeline for Implementation
8. References



Evaluation Criteria

NuHealth will select development partner(s) based on the following criteria:

- Overall response and creativity
- Financial capacity to complete the project
- Track record and relevant experience in similar projects
- Transaction Terms and financial benefit to NuHealth
- Interview/Presentation



CBRE Rate Schedule

Real Estate Commission Schedule – Lease Rates

CBRE shall be paid Commissions on Lease transactions calculated by (a) multiplying the Rent by the following Lease Commission Rates and (b) adding the products together:

First full year	7%
Second year and beyond	3%

Real Estate Commission Schedule – Sale Rates

CBRE shall be paid Commissions on Sale transactions calculated by (a) multiplying each applicable portion of the gross purchase price by the following Sale Commission Rates and (b) adding the products together:

On the first \$10,000,000	4%
On the portion from \$10,000,000 through and including \$20,000,000	3%
On the portion from \$20,000,000 through and including \$45,000,000	2%
On the portion in excess of \$45,000,000	1%

For raw land, the percentage is 10%



Appendix

Existing NUMC Housing Unit Breakdown

Nassau University Medical Center Academic Affairs Department Housing Units

Unit Type	Number of Units	Med./Surg. Resident or Faculty Population	Spouses & Other Adult Population (non-resident or faculty)	School-Age Children	Children Under Age 5	Unused Apt.	Comments
Studio	41	40	0	0	0	1	Guest Apt.
1-bedroom	33	32	28	9	8	2	Fire Damaged
2-bedroom	66	62	63	23	15	3	Fire Damaged
3-bedroom	18	17	17	30	17	1	Closed for repair
TOTAL	158	151	108	62	40	7	

Summary

Total Apartments	161
Residents Occupied	151
Faculty/Guest Occupied	3
Unoccupied Apartments	7



Appendix

SCHEDULE "B" - STANDARD CLAUSES FOR NHCC CONTRACTS

NHCC reserves the right to add, subtract or modify clauses as it deems appropriate.

1. Payments

(a) Vouchers; Voucher Review, Approval and Audit. Payments shall be made to CONTRACTOR in arrears, subject to compliance with NHCC billing/payment procedures, and contingent upon CONTRACTOR submitting an invoice accompanied by documentation satisfactory to NHCC supporting the amount claimed.

(b) Timing of Payment Claims. CONTRACTOR shall submit claims no later than three (3) months following the NHCC's receipt of the services that are the subject of the claim and no more frequently than once a month.

(c) No Duplication of Payments. Payments under this Agreement shall not duplicate payments for any work performed or to be performed under other agreements between the CONTRACTOR and any funding source, including NHCC.

(d) Payments in Connection with Termination or Notice of Termination. Unless a provision of this Appendix expressly states otherwise, payments to CONTRACTOR following the termination of this Agreement shall not exceed payments made as consideration for services that were (i) performed prior to termination, (ii) authorized by this Agreement to be performed, and (iii) not performed after CONTRACTOR received notice that the NHCC did not desire to receive such services.

2. Independent Contractor. CONTRACTOR is an independent contractor of the NHCC. CONTRACTOR shall not, nor shall any officer, director, employee, servant, agent or independent contractor of the CONTRACTOR (a "CONTRACTOR Agent"), be (i) deemed a employee of NHCC, (ii) commit NHCC to any obligation, or (iii) hold itself, himself, or herself out as an employee of NHCC or Person with the authority to commit the NHCC to any obligation. As used in this Agreement, the word "Person" means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

3. Compliance with Laws and NHCC Policies.

(a) Generally. CONTRACTOR shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, identity theft, human rights, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In addition, CONTRACTOR shall follow all requirements



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of NHCC policies, procedures, quality assurance measures and performance improvement programs, including sentinel events/occurrences. Furthermore, CONTRACTOR shall maintain compliance with applicable standards of accreditation programs as required by NHCC, including, without limitation, The Joint Commission.

(b) Records Access. The parties acknowledge and agree that all records, information, and data (“Information”) acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. CONTRACTOR acknowledges that CONTRACTOR Information in NHCC’s possession may be subject to disclosure under Article 6 of the New York State Public Officer’s Law (“Freedom of Information Law” or “FOIL”). In the event that such a request for disclosure is made, NHCC shall make reasonable efforts to notify CONTRACTOR of such request prior to disclosure of the Information so that CONTRACTOR may take such action as it deems appropriate.

(c) Protection of Information. CONTRACTOR acknowledges and agrees that all information that CONTRACTOR acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of NHCC and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of NHCC (and then only to the extent of the consent), or (iii) upon legal compulsion. In furtherance of the forgoing, CONTRACTOR and its employees, partners and agents shall keep the confidentiality of medical records and/or information including, but not limited to, HIV related information, relating to the care and treatment of NHCC patients, that may be obtained by CONTRACTOR in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information including, but not limited to, HIV related information, in conformity and consistent with applicable policies and standards of The Joint Commission, the confidentiality requirements of the New York State Public Health Law (“PHL”) and the regulations promulgated there under, including, but not limited to, PHL Section 2782, and 10 NYCRR 415.22 and Parts 24 and 63 or as same may, from time-to-time, be amended as well as any other state and federal regulation regarding patient confidentiality, including, but not limited to, the regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”). If applicable, CONTRACTOR further agrees to maintain and safeguard the confidentiality of health information relating to NHCC patients in accordance with the provisions a Business Associate Agreement. In the event of a breach by CONTRACTOR of this provision, NHCC may, at its option, terminate this Agreement immediately upon written notice to CONTRACTOR. The provisions of this paragraph shall survive this Agreement.

(d) Patient Care/Contact. In the event that the services to be provided by CONTRACTOR or a CONTRACTOR Agent under this Agreement involve patient care or contact, CONTRACTOR acknowledges and agrees that all individuals performing such services shall: (i) be in good health and comply with all applicable health, immunization and infection control standards required of NHCC employees and (ii) be subject to successful completion of a background investigation substantially similar to those required of NHCC employees. CONTRACTOR represents and warrants that it is not aware of the existence of any facts or circumstances that indicate it would be inappropriate for such individuals to perform services under this Agreement. NHCC reserves the right to charge a CONTRACTOR a reasonable fee for



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costs associated with performing health services and/or background investigations necessary to ensure compliance with this paragraph.

(e) NHCC Compliance Programs. CONTRACTOR agrees to adhere, and cooperate fully with, NHCC's corporate compliance program requirements applicable to all NHCC vendors, contractors, consultants and agents. This information is available via NHCC's website at: <http://www.numc.edu/procurement.asp>

(f) Doing Business. CONTRACTOR represents and warrants that: (a) it is properly licensed to do business in New York State and Nassau County, if applicable, (b) it is in good standing under such license(s), and (c) the activities conducted by it under such license(s) with respect to the services referenced above are in compliance with all requirements of the Laws governing such license(s). CONTRACTOR hereby agrees that it will continuously maintain (i) its existence and shall not dissolve or permit its dissolution, and (ii) its right to do business in New York State and Nassau County.

4. Minimum Service Standards. Regardless of whether required by Law:

(a) CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) CONTRACTOR shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the CONTRACTOR operates. CONTRACTOR shall take all actions necessary or appropriate to meet the obligations described in the immediately preceding sentence, including obtaining and maintaining, and causing all CONTRACTOR Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) CONTRACTOR shall be solely responsible for and shall indemnify and hold harmless NHCC and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of CONTRACTOR or a CONTRACTOR Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or prosecuting the same; provided, however, that CONTRACTOR shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of NHCC.

(b) CONTRACTOR shall, upon the NHCC's demand and at the NHCC's direction, promptly and diligently defend, at CONTRACTOR'S own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which CONTRACTOR is responsible under this Section, and, further to



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CONTRACTOR'S indemnification obligations, CONTRACTOR shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) CONTRACTOR shall, and shall cause CONTRACTOR Agents to, cooperate with NHCC in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of CONTRACTOR and/or a CONTRACTOR Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance.

(a) Types and Amounts. CONTRACTOR shall obtain and maintain throughout the term of this Agreement, at its own expense: (i) one or more policies for commercial general liability insurance, which policy(ies) shall name "Nassau Health Care Corporation" as an additional insured and have a minimum single combined limit of liability of not less than One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars aggregate coverage, (ii) if contracting in whole or part to provide professional services, one or more policies for professional liability insurance, which policy(ies) shall have a minimum single combined limit liability of not less than One Million (\$1,000,000) Dollars per occurrence and Three Million (\$3,000,000) Dollars aggregate coverage, (iii) compensation insurance for the benefit of the CONTRACTOR'S employees ("Workers' Compensation Insurance"), which insurance is in compliance with the New York State Workers' Compensation Law, and (iv) such additional insurance as the NHCC may from time to time specify.

(b) Acceptability; Deductibles; Subcontractors. All insurance obtained and maintained by CONTRACTOR pursuant to this Agreement shall be (i) written by one or more commercial insurance carriers licensed to do business in New York State and acceptable to NHCC, and which is (ii) in form and substance acceptable to NHCC. CONTRACTOR shall be solely responsible for the payment of all deductibles to which such policies are subject. CONTRACTOR shall require any subcontractor hired in connection with this Agreement to carry insurance with the same limits and provisions required to be carried by CONTRACTOR under this Agreement.

(c) Delivery; Coverage Change; No Inconsistent Action. Prior to the execution of this Agreement, copies of current certificates of insurance evidencing the insurance coverage required by this Agreement shall be delivered to NHCC. Not less than thirty (30) days prior to the date of any expiration or renewal of, or actual, proposed or threatened reduction or cancellation of coverage under, any insurance required hereunder, CONTRACTOR shall provide written notice to NHCC of the same and deliver to NHCC renewal or replacement certificates of insurance. CONTRACTOR shall cause all insurance to remain in full force and effect throughout the term of this Agreement and shall not take or omit to take any action that would suspend or invalidate any of the required coverages. The failure of CONTRACTOR to maintain Workers' Compensation Insurance shall render this contract void and of no effect. The failure of CONTRACTOR to maintain the other required coverages shall be deemed a material breach of this Agreement



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upon which the NHCC reserves the right to consider this Agreement terminated as of the date of such failure.

7. No Arrears or Default. CONTRACTOR represents and warrants that it is not in arrears to NHCC upon any debt or contract and it is not in default as surety, contractor, or otherwise upon any obligation to NHCC, including any obligation perform services for or on behalf of NHCC.

8. Assignment; Amendment; Waiver; Subcontracting. This Agreement and the rights and obligations hereunder may not be in whole or part (i) assigned, transferred or disposed of, (ii) amended, (iii) waived, or (iv) subcontracted, without the prior written consent of the President of NHCC his or her duly designated representative (the "President"), and any purported assignment, other disposal or modification without such prior written consent shall be null and void. The failure of a party to assert any of its rights under this Agreement, including the right to demand strict performance, shall not constitute a waiver of such rights.

9. Termination.

(a) Generally. This Agreement may be terminated (i) by NHCC, for any or no reason, upon thirty (30) days written notice to CONTRACTOR, (ii) for "Cause" by NHCC immediately upon the receipt by CONTRACTOR of written notice of termination, (iii) upon mutual written Agreement of NHCC and CONTRACTOR, and (iv) in accordance with any other provisions of this Agreement expressly addressing termination.

As used in this Attachment the word "Cause" includes: (i) a breach of this Agreement; (ii) the failure to obtain and maintain in full force and effect all Approvals required for the services described in this Agreement to be legally and professionally rendered; and (iii) the termination or impending termination of federal or state funding for the services to be provided under this Agreement.

(b) By CONTRACTOR. This Agreement may be terminated by CONTRACTOR if performance becomes impracticable through no fault of CONTRACTOR, where the impracticability relates to the CONTRACTOR'S ability to perform its obligations and not to a judgment as to convenience or the desirability of continued performance. Termination under this subsection shall be effected by CONTRACTOR delivering to President, at least sixty (60) days prior to the termination date (or a shorter period if sixty (60) days notice is impossible), a notice stating (i) that CONTRACTOR is terminating this Agreement in accordance with this subsection, (ii) the date as of which this Agreement will terminate, and (iii) the facts giving rise to CONTRACTOR'S right to terminate under this subsection. A copy of the notice given to the President shall be given to the NHCC department head who oversees the administration of this Agreement on the same day that notice is given to the President.

(c) CONTRACTOR Assistance upon Termination. In connection with the termination or impending termination of this Agreement, CONTRACTOR shall, regardless of the reason for termination, take all actions reasonably requested by NHCC (including those set forth in other provisions of this Agreement) to assist NHCC in transitioning CONTRACTOR 's responsibilities



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under this Agreement. The provisions of this subsection shall survive the termination of this Agreement.

10. **Records Access and Retention.** CONTRACTOR, including its satellites, offices and/or subcontractors, if any, shall maintain full and complete books and records of accounts specifically pertaining to this Agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by NHCC and the New York State Comptroller. Such books and records shall at all times be available for audit and inspection by the State Comptroller, or a duly designated representative, or by NHCC. All such books and records shall be retained for a period of six (6) years after the completion of all the services described in this Agreement. CONTRACTOR further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this Agreement, CONTRACTOR will make available upon written request by the Secretary of Health & Human Services, or by the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this Agreement and any executed amendments thereto, documents which relate to the calculation of the charges in the Agreement and copies of service reports documenting services performed. Such records will be available in accordance with the above for a period of six (6) years after the furnishing of any of the services described in this Agreement.

11. **Work Performance Liability.** CONTRACTOR is and shall remain primarily liable for the successful completion of all work in accordance this Agreement irrespective of whether CONTRACTOR is using a CONTRACTOR Agent to perform some or all of the work contemplated by this Agreement, and irrespective of whether the use of such CONTRACTOR Agent has been approved by NHCC.

12. **Consent to Jurisdiction and Venue; Governing Law, Jury Trial Waiver.**

(a) Unless otherwise required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

(b) **THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT**

13. **No Exclusions.** CONTRACTOR warrants that neither it nor any of its officers, employees or agents is excluded from doing business with any federal, state or local agency, municipality or department. Any misrepresentation or false statement regarding CONTRACTOR'S status shall result in immediate termination of this Agreement.

14. **Executory Clause.** Notwithstanding any other provision of this Agreement:



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(a) Approval and Execution. NHCC shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all NHCC approvals have been obtained, including, if required, approval by the NHCC Board of Directors, and (ii) this Agreement has been executed by the President.

(b) Availability of Funds. NHCC have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to NHCC from the state and/or federal governments.



Appendix

APPENDIX I

REQUIRED DISCLOSURE OF INFORMATION: THE FORMS SET FORTH BELOW MUST BE FULLY COMPLETED AND RETURNED WITH A RESPONDING PROPOSER'S SUBMISSION. A SUBMISSION WILL NOT BE CONSIDERED COMPLETE WITHOUT SUBMISSION OF THIS ATTACHMENT.

1. Contractor Disclosure of Contacts

Instructions:

New York State Executive Order Number 127 (EO 127) provides for increased disclosure in the public procurement process through identification of persons or organizations whose function is to influence procurement contracts, public works agreements and real property transactions.

In the first instance, Section II, paragraph 1 of EO 127 obligates a covered agency or authority (e.g., NHCC) to obtain identifying information on every person or organization retained, employed or designated by or on behalf of the contractor (i.e., the "Proposer" or "you") to attempt to influence the procurement process. NHCC is also obligated to collect information on whether such person or organization has a financial interest in the procurement.

Thereafter, Section II, paragraph 2 of EO 127 continues to obligate a covered agency or authority to obtain such identifying information on every person or organization subsequently retained, employed or designated by or on behalf of the Proposer to attempt to influence the procurement process.

This form must be completed and submitted with your proposal in accordance with Executive Order Number 127 (EO 127). Failure to complete and submit this form shall result in a determination of non-responsiveness and disqualification of the bid, proposal or offer. If at the time of submission of this form, the specific name of a person authorized to attempt to influence a decision on your behalf is unknown, you agree to provide the specific person's information when it is available. You also agree to update this information during the negotiation or evaluation process of this procurement, and throughout the term of any contract awarded to your company pursuant to this bid, proposal or offer.



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Disclosure of Contacts Form

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Is this an initial filing in accordance with Section II, paragraph 1 of EO 127 or an updated filing in accordance with Section II, paragraph 2 of EO 127? (Please circle one):

Initial filing

Updated filing

The following person or organization was retained, employed or designated by or on behalf of the Contractor to attempt to influence the procurement process:

Name: _____

Address: _____

Telephone Number: _____

Place of Principal Employment: _____

Occupation: _____

Does the above-named person or organization have a financial interest in the procurement?

(Please circle one) yes no



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2. Contractor Disclosure of Prior Non-Responsibility Determinations

Instructions:

New York State Executive Order Number 127 (EO 127) obligates a covered agency or authority to make a determination of responsibility of the proposed awardee for a procurement contract. EO 127 mandates consideration of whether a contractor has intentionally provided false or incomplete information under such Order within the last five years, and whether a contractor has failed to timely disclose accurate and complete information or otherwise cooperate in the implementation of the Order. For more information on responsibility determinations, please see the New York State Procurement Bulletin entitled "Best Practices - Determining Vendor Responsibility" issued by the New York State Procurement Council, May 1999, for more information on responsibility determinations. See <http://www.ogs.state.ny.us/procurecouncil/pdfdoc/BestPractice.pdf>.



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Has any covered agency or authority terminated a procurement contract with the Contractor due to the intentional provision of false or incomplete information required by Executive Order Number 127? (Please circle one):

No

Yes

3. Contractor Certification of Compliance with Executive Order 127

Instructions:

New York State Executive Order Number 127 (EO 127), section II, paragraph 7 requires that every procurement contract subject to its provisions contain a certification that all information provided to the soliciting agency or authority regarding EO 127 is complete, true and accurate.

Contractor Certification of Compliance with Executive Order 127

Contractor certifies that all information provided to NHCC with respect to Executive Order Number 127 is complete, true and accurate.

By: _____

Name: _____

Title: _____

Organization: _____

Address: _____

Date: _____