REVISED
GERIATRIC HOSPITALIST SERVICES FOR NURSING HOMES
AND ASSISTED LIVING FACILITIES ASSOCIATED WITH
NASSAU HEALTH CARE CORPORATION

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Anticipated Schedule:

- Issue RFP March 12, 2010
- Proposals Due April 12, 2010
- Interviews, if required To be determined

Dates indicated above are subject to change at the sole discretion of Nassau Health Care Corporation.

***Questions regarding the documentation or procedural requirements of this RFP may be directed to Robert S. Tepper, Associate General Counsel at (516)572-5303 or rtepper@numc.edu.
SCHEDULE A

DESCRIPTION OF SERVICES SOUGHT

Please read the full text of the Request for Proposals to which this Schedule is attached for important information concerning the terms of this Request for Proposals and additional required information.

1. Introduction/Background

The Nassau Health Care Corporation ("NHCC"), a New York State public benefit corporation created by the Public Authorities Law of the State of New York, is a 1,119 bed health care system. NHCC operates the Nassau University Medical Center, a 530-bed tertiary care teaching hospital ("NUMC"); the A. Holly Patterson Extended Care Facility, an 589-bed skilled nursing facility; and six Diagnostic and Treatment Centers (the "Community Health Centers" or "CHCs"). NHCC is affiliated with the North Shore-Long Island Jewish Health System and the Health Sciences Center of the State University of New York at Stony Brook and maintains a strong commitment to the education of healthcare providers. NHCC has a proud tradition of service and caring to the people of Long Island, and particularly the Nassau County community. Today, its staff of over 3300 treats more than 22,000 inpatient discharges, 72,000 visits in its Emergency Department, and more than 200,000 visits in over 85 specialized clinics, annually.

2. Scope of Services

The Scope of Services ("Scope") outlined below has been established for the purpose of achieving and implementing program goals and objectives described in this document. Although the Scope is intended to serve as a reference in the preparation of the proposal, forthcoming proposals may offer additional services which support the goals of this RFP.

NHCC is seeking proposals from qualified multi-disciplinary physician practice groups that have special skills and experience in providing medical services to the frail, elderly population in its Long Term Care Facilities. The providers are expected to be professional, proactive, collaborative, and conscientious and results oriented. The physicians will be expected to function in the role of Geriatric Hospitalists. Areas of specialty care include podiatry, cardiology, nephrology, diabetes, palliative care, Alzheimer’s disease, and Parkinson’s disease.

NHCC will enter into Coverage and Patient Care Agreements with participating physician groups or physicians. Physicians will be compensated for their coverage and patient care activities by independently billing patients and third parties for any clinical services rendered to the patients admitted into the service.
NHCC may select one or more group practices with a sizeable office where primary care is provided to an elderly population to provide the requested services. The selected group practice(s) shall:

- Coordinate primary care management of the residents in the Long Term Care Facilities;
- Provide a continuum of care between outpatient and inpatient setting for the residents in the Long Term Care Facilities who do not have a primary care provider (“PCP”);
- Provide a 24/7 on-call service to the Long Term Care Facilities.
- Facilitate transitions of care for the residents (i.e. transfers between the Long Term Care Facilities and/or with the hospital);
- Provide immediate response to sudden changes in a resident’s condition and expedite access to diagnostic and therapeutic intervention and specialty services;
- Ensure performance of medical procedures such as central line placement, lumbar puncture and arthrocentesis;
- Provide NUMC emergency room and in-patient consultations.
- Facilitate communication with community physicians concerning care of their patients in connection with discharge and follow-up plans and by providing discharge summaries and progress updates;
- Facilitate increased PCP and specialist satisfaction;
- Facilitate increased resident/patient satisfaction and discharge with few complications and generally improving resident/patient outcomes;
- Identify and implement quality and cost improvements;
- Participate in teaching of medical students, residents and fellows at NUMC and in the Long Term Care Facilities;
- Physicians will cooperate with NUMC Case Management Staff and may be required to participate in the initiatives of NUMC Risk Management and Performance Improvement Committees on issues such as discharge planning, utilization issues and review of observation patients; and
- Perform such other ancillary duties necessary to perform the services or as reasonably requested by NHCC.

Minimum qualifications of the group practice(s) shall include:

- At least one physician who is either Board Certified in Internal Medicine or Family Practice Medicine and has a Certificate of Added Qualifications (CAQ) in Geriatric Medicine who will be credentialed to work in both a hospital and a nursing home setting;
- The ability to provide 24/7 coverage at NUMC and the Long Term Care Facilities;
- At least one physician who is Board Certified in Internal Medicine or Family Practice Medicine with the ability to provide geriatric care
services in one or more of the following specialties: pulmonology, mental health, and cognitive impairment;

- At least one physician who is Board Certified in Internal Medicine with the ability to provide specialized care in the area of HIV/AIDS; and
- Physicians and other practitioners must be or become an active member of the NHCC medical staff.

Additional criteria:

- Although, not mandatory, preference may be given to offices where primary care is provided and practitioners are CPR, BCLS and ACLS certified.
REQUEST FOR PROPOSALS

I. Proposal/Process To Be Followed

NHCC is requesting proposals for the services described in this Request for Proposals (“RFP”). Proposals shall be prepared and submitted as outlined below; proposals that do not conform to these requirements may be disqualified.

This RFP is available to interested parties through the NHCC office designated in above. It may also be downloaded by clicking on the “Procurement” link found on the NHCC website at www.numc.edu. All requests for information concerning this RFP should be directed to the contact office designated above in writing by the due date for information requests specified above, or if no date is specified, SEVEN (7) business days prior to the due date for proposals.

Proposers must submit ONE ORIGINAL, FOUR (4) COPIES, and ONE (1) COPY ON CD of their proposals to the NHCC contact person by 3:00 p.m. on the Due Date specified. Electronic or facsimile proposals will not be accepted.

ONE (1) ADDITIONAL COPY of the proposal should be submitted to:

Nassau Health Care Corporation
Department of Legal Affairs – Box 6
2201 Hempstead Turnpike
East Meadow, NY 11554

Each written proposal must include the forms attached in Appendix I to this RFP. Each Proposer shall be notified whether it has been selected following completion of NHCC’s evaluation of proposals received. The selected Proposer will then enter into negotiations with NHCC regarding the specific terms of an appropriate agreement. If agreement cannot be reached with a selected Proposer within a reasonable time, NHCC may reject that Proposer and commence negotiations with one or more other Proposers.

Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

II. Contents of Proposals

A. Name of the Proposer.

B. Contact person for the Proposer, including name, address, phone and fax numbers, e-mail address and other contact information.
C. Any relevant general background information regarding the Proposer including, without limitation, Curriculum Vitae for all physicians.

D. List your general liability and professional liability insurance coverage.

E. Any contingencies or conditions on the proposal.

F. Information required in Appendix I to this RFP.

G. Conflict of Interest
   1. Please disclose:
      a. Any material financial relationship that any employee of your firm has with any entity that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of NHCC.
      b. Any family relationship that any employee of your firm has with any corporation, individual or other entity that may create a conflict of interest or the appearance of a conflict of interest in acting as contractor to NHCC.
      c. Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting as contractor on behalf of NHCC.

   2. Please describe any procedures your firm either has, or would adopt, to assure NHCC that a conflict of interest would not exist for your firm in the future.

III. Confidential Information

The New York State “Freedom of Information Law,” Public Officers Law Article 6, permits access to government records and may permit public access to proposals submitted in response to this RFP. To protect any portion of responses that constitutes technical, financial or other data whose public disclosure would cause substantial injury to a Proposer’s competitive position, or would constitute disclosure of a trade secret, a Proposer must designate any sections of its proposal that meet those criteria. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. NHCC will review such designations in making its determination whether disclosure is required, which determination shall be binding on the Proposer.

IV. Affirmative Action

It is the policy of NHCC to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (MWBEs),
Minority Group Members and women share in the economic opportunities generated by NHCC’s participation in projects or initiatives, and/or use of NHCC funds. NHCC’s non-discrimination and affirmative action policy will apply to this initiative. MWBEs are encouraged to respond. A copy of each respondent’s equal employment opportunity policy statement and staffing plan of the anticipated workforce shall be included as part the response to this RFP.

V. **Procurement Law Requirements**

State Finance Law §§ 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this RFP. The Procurement Requirements (1) govern permissible communications between potential respondents and NHCC with respect to this RFP during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (a) all communications regarding this RFP, from the issuance of this RFP through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the contact person(s) listed; (b) the completion by respondents of the Disclosure of Prior Non-Responsibility Determinations and the Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this RFP as attachments to Appendix I, and (c) periodic updating of such forms during the terms of any contract resulting from this RFP. Respondents must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require NHCC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this RFP.

A copy of the State Finance Law Sections 139-j and 139-k can be found at [http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html](http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html). All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

VI. **Selection Criteria**

Proposals from responsible parties will be reviewed and evaluated from the point of view of cost, qualifications, references and other appropriate factors relevant to: (i) the Proposer’s ability to provide the services; (ii) the anticipated quality of the services to be provided; and (iii) financial and other benefits to NHCC.
VII. Terms and Conditions

A. This RFP constitutes an invitation to make proposals to NHCC. Accordingly, this RFP does not commit NHCC to award a contract, or to procure, or to contract for services or supplies. Notwithstanding any other provisions of this RFP, NHCC reserves the right to award this contract to the vendor(s) that best meet the requirements of the RFP, and not necessarily to the lowest proposer. NHCC reserves the right to accept or reject any or all proposals received as a result of this request; to negotiate with all qualified sources; or to cancel in part or in its entirety this RFP if it is in the interests of NHCC to so do. NHCC reserves and, in its sole discretion, may exercise any or all of the following rights and options with respect to this RFP, any proposals and any related agreements, without incurring any liability to Proposers:

1. NHCC reserves the right to disqualify any and all proposals that fail to meet the requirements specified in this RFP.

2. NHCC reserves the right to determine whether to interview some or all of the Proposers, and to conduct such interviews privately.

3. NHCC reserves the right to select and enter into a contract with the Proposer whose proposal best satisfies NHCC’s overall interests.

4. Because this RFP is not a “competitive bid” process, the Proposer submitting the lowest cost proposal, or the proposal projecting the greatest financial benefit to NHCC, may not necessarily be selected. NHCC instead reserves the right to select the proposal it believes to be most beneficial to NHCC, with financial terms not being the sole determinative factor. NHCC’s decision-making and selection process will be discretionary and will be based on a variety of factors. By submission of its proposal, each Proposer expressly understands, acknowledges and accepts that this is not a “competitive bid” process, and that NHCC is under no obligation to award a contract through competitive bidding, or at all.

5. NHCC reserves the right to waive or extend deadlines.

6. NHCC reserves the right to accept proposals in whole or part.

7. NHCC reserves the right to conduct investigations with respect to the qualifications of each Proposer, to make field investigations with respect to such proposals (including visits to the Proposer’s business offices or field operations).

8. NHCC reserves the right to request additional information from any Proposer and to rely upon any information obtained through NHCC’s own investigations.
9. NHCC reserves the right to cancel this RFP at any time whatsoever, with or without the substitution of another RFP.

10. NHCC reserves the right to supplement, amend or otherwise modify this RFP.

11. NHCC reserves the right to issue additional or subsequent RFPs with regard to the subject matter of this RFP.

12. NHCC reserves the right to negotiate with any Proposer, or with all or none of the Proposers. NHCC has no obligation to offer Proposers the opportunity to meet or exceed terms negotiated with a selected Proposer.

13. NHCC reserves the right to discontinue negotiations at any time and in NHCC’s sole discretion.

14. NHCC reserves the right to request new or revised proposals, including monetary terms from any Proposer at any time.

B. Preparation of a response to this RFP will be at the cost, expense and risk of the Proposer, with the express understanding and agreement of the Proposer, irrespective of whether it is selected, that it waives all claims whatsoever for reimbursement from NHCC for any cost or expense incurred in the preparation of its proposal and any subsequent contract negotiation.

C. Each and every submitting Proposer expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.

D. NHCC intends to enter into contract negotiations with the Proposer or Proposers selected, who shall be required to enter into a written contract with NHCC in a form approved by Legal Counsel for NHCC. This RFP and the Proposal, or any part thereof, may be incorporated into and made a part of the contract. The contract may contain provisions not contained herein.

NHCC reserves the right to negotiate the terms and conditions of the contract with the selected Proposer(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Proposer nor the negotiation of the contract with such Proposer(s) shall constitute NHCC’s acceptance of a proposal or a binding commitment on behalf of NHCC to enter into a contract with such Proposer(s), as any binding arrangement must be set forth in the contract signed by both parties and is subject to all requisite approvals.
The contract, if any that is negotiated with a selected Proposer shall constitute the entire agreement between NHCC and the selected Proposer, and shall set forth all the terms and conditions applicable to the subject matter of this RFP. In the event of a conflict between this RFP and that contract, that contract shall control.

E. No Proposer who has submitted a proposal to NHCC shall have the right to assign its submitted proposal to a third party or the right to enter into an agreement with third parties to perform the services on Proposer’s behalf without the prior written consent of NHCC, which consent may be withheld in NHCC's sole discretion.

F. This RFP shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this RFP shall be litigated only in courts located within Nassau County or in the United States District Court for the Eastern District of New York. Each Proposer (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.

G. The proposal shall be signed by an official authorized to bind the Proposer, and shall contain a statement to the effect that the proposal is a firm offer for a one hundred eighty (180) day (or more) period. The proposal shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company, and who also may be contacted during the period of contract.

H. Proposals submitted become the property of NHCC. By submitting a proposal, the Proposer agrees not to make any claims for or have any right to damages because of any misunderstanding, misrepresentation or lack of information.

I. Ownership of Work Product - Ownership of any work developed under this order, and all right title and interest therein shall vest in NHCC. This includes any and all data sets and computer programs created for this analysis including any enhancements to existing data sets provided by NHCC. This includes any and all work materials, draft plans, preliminary analyses, and all other work materials created by the contractor for this contract. In order to effectuate the foregoing, it is expressly understood and acknowledged that the work shall be deemed to be a work made for hire under the U.S. copyright laws. In the event that the work is determined by a court or competent jurisdiction not to be a work made for hire under the U.S. copyright laws, this agreement shall operate as an irrevocable assignment by the successful bidder/vendor to NHCC of the copyright in the work, including all right, title and interest in perpetuity.
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.
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):

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<th>Initial filing</th>
<th>Updated filing</th>
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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
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/procurecounc/pdfdoc/BestPractice.pdf.
Disclosure of Prior Non-Responsibility Determinations Form

Name of Contractor: ______________________________________________________

Address:  _______________________________________________________________

_______________________________________________________________________

Name and Title of Person Submitting this Form:  ________________________________

_______________________________________________________________________

Has any covered agency or authority made a finding of non-responsibility regarding the Contractor in the last five years? (Please circle one):

| No | Yes |

If yes, was the basis for the finding of the Contractor’s non-responsibility due to the intentional provision of false or incomplete information required by Executive Order Number 127? (Please circle one):

| No | Yes |

If yes, please provide details regarding the finding of non-responsibility below.

Covered Agency or Authority:  ______________________________________________

Year of Finding of Non-responsibility:  ______________________________________

Basis of Finding of Non-Responsibility:  ______________________________________

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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: ______________________________