REQUEST FOR PROPOSALS

Submission Requirements:

- Proposals are to be submitted by November 19, 2007 before 5:00 p.m.

- Submit **One original and Seven (7) copies and One (1) copy of CD** of your proposal to:

  Sandra Maliszewski, Esq.
  Office of Legal Affairs
  Nassau Health Care Corporation
  2201 Hempstead Turnpike
  East Meadow, New York 11554
  516 – 572 – 4754

- Facsimile proposals will not be accepted.
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 1,200 bed health care system. NHCC operates the Nassau University Medical Center, a 631-bed tertiary care teaching hospital (“NUMC”); the A. Holly Patterson Extended Care Facility, an 589-bed skilled nursing facility; six Diagnostic and Treatment Centers (the “Community Health Centers” or “CHCs”) and one school-based program. NHCC is a designated Regional Trauma Center and has a Burn Center that services adults and pediatric patients. NHCC staff is comprised of 3,500 full and part-time employees, including approximately 200 attending physicians and 100 non-physician providers (including Nurse Practitioners, Physician Assistants, Psychologists, Physical Therapists, etc…) who provide in-patient and outpatient services in the following areas:

I. IN-PATIENT SERVICE AREAS:
   a. MEDICINE
      - Allergy/Immunology
      - Cardiology
      - Gastroenterology
      - Hematology/Oncology
      - Medicine
      - Nephrology
      - Rheumatology
      - Pulmonology
      - Infectious Disease
      - Neurology
      - Dermatology
   b. OBSTETRICS/GYNECOLOGY
   c. ANESTHESIOLOGY
      - Pain Management
      - Anesthesia
   d. RADIOLOGY
   e. SURGERY
      - Critical Care
      - Vascular
      - Colo-Rectal
      - Neurosurgery
• Plastics
f. EMERGENCY MEDICINE

g. PATHOLOGY

h. PEDIATRICS

• Pediatrics ICU
• Neonatal ICU
• Newborn Nursery

i. PSYCHIATRY

• Alcohol Detoxification
• Chemical Dependency

j. ORAL SURGERY

• Oral Surgery
• Dentistry

k. ORTHOPEDICS

l. PHYSICAL MEDICINE & REHABILITATION

m. OPHTHALMOLOGY

II. OUTPATIENT SERVICE AREAS:

• Pediatrics
• Hyperbaric clinic
• Obstetrics/Gynecology
• Adult medicine
• Dental
• HIV Primary Care

III. OTHER SERVICE AREAS:

• Hyperbaric Wound Care Center
• Burn Center-pediatric/adult
• Long Island Center for Advanced Laparoscopy
• Long Island Surgical Weight Reduction Center
• University Orthopedics

IV. SKILLED NURSING FACILITY

NHCC wishes, through ongoing education and training, to heighten awareness and emphasize to its physician and nonphysician provider staff the importance of accurate, thorough and legible documentation in patients’/residents’ medical records as well as required components of documentation and associated coding for which NHCC submits claims for services rendered
to third party payors. NHCC’s payor mix includes Medicare (30%), Medicaid (30%), Self-pay (15%), Commercial Insurance including managed care (20%) and Worker’s Compensation/No-fault (5%). Billing for NHCC’s faculty practice plan is managed by a professional billing company retained under contract by NHCC.

2. **Scope of Services**

The Nassau Health Care Corporation seeks to hire a Vendor to provide coding and documentation education and training of our physicians and non-physician practitioners.

1. Comprehensive on-site live educational seminars and curriculum development which should include:
   - Learn and Understand the billing process and necessary components of documentation (ie E/M encounters),
   - Medicare Local Coverage Determinations, including Medicare rules and regulations and an emphasis on Medicare’s Indications and Limitations,
   - Documentation guidelines for compliance with CMS regulations,
   - Medicare Teaching Setting rules and regulations,
   - Department specific coding and documentation to support inpatient hospital and outpatient claims including,
     - ICD-9-CM for with emphasis on coding guidelines and Diagnosis Related Group (DRG) assignments,
     - CPT-4
     - HCPCS
     - DSM
     - Use of Modifiers
     - Other codes (i.e. G, Q codes)
   - Coding case scenarios and examples for discussion and review, along with tools and tips for guidance,
   - Annual review and training of physician and nonphysician provider staff.
2. Training program:

- Each educational seminar is to be presented, upon at least three (3) weeks advance notice, at NHCC’s facilities, at a date and time selected by NHCC—which shall be between Monday and Friday, beginning no earlier than 7 am and ending no later than 7 pm;

- Each educational seminar is anticipated to last up to two (2) hours in length—to include a comprehensive training presentation and a question and answer period;

- Each educational seminar should be gauged to address a specific department or division;

- The Vendor is expected to prepare and provide well-written, comprehensive, and bound training materials as handouts for all attendees at the seminar. Vendor shall grant NHCC an irrevocable, royalty-free license to make and disseminate additional copies of such materials for NHCC’s own internal use;

- Vendor shall grant NHCC an irrevocable, royalty-free license to videotape each educational seminar, transcribe the video images to VHS, DVD, or other electronic format, and make copies for NHCC’s own internal use;

- Vendor must provide regular analysis of the educational and training program inclusive of recommendations and benchmark data.

3. NHCC anticipates that the Vendor will complete initial educational training of all departments and divisions during a period of not more than six to eight (6-8) months. NHCC has not predetermined the number of individuals expected to receive educational training services.

4. NHCC anticipates that the contract period will be five (5) years. NHCC anticipates that regularly scheduled training opportunities may be appropriate. However, Vendor may recommend different ways to provide the training other than dependency on NHCC requests and there may be ways to make the work more predictable.
NASSAU HEALTH CARE CORPORATION

REQUEST FOR PROPOSALS

I. Proposal/ Process To Be Followed

NHCC is requesting proposals for the services described in Schedule A of 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 below. All requests for technical information should be directed to that office in writing by TEN (10) business days prior to the due date for proposals. All proposals shall be sent to the following address:

Sandra Maliszewski, Esq.
Office of Legal Affairs
Nassau Health Care Corporation
2201 Hempstead Turnpike
East Meadow, New York 11554
516 – 572 – 4754
smalisze@numc.edu

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

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

Please limit proposals to the following information only. Provide the same information in each section for any sub-consultants proposed:

A. Name of the Vendor.
B. Contact person for the Vendor, including name, address, phone and fax numbers, e-mail address and other contact information.

C. Vendor Background, including:

1. Brief history and a description of all services Vendor provides.

2. A summary description of the Vendor’s (i) organizational structure (e.g., corporation, partnership, LLC, etc, information on the date of formation and the State of formation), and (ii) management and ownership structure (including the name and address of its officers, and of each person, directly or indirectly holding a five percent (5%) or greater ownership interest in the Vendor).

3. A description of the Vendor’s existing business operations, including number of employees by discipline.

4. Vendor’s financial information. This information is needed to ensure that each Vendor will be capable of performing its obligations under any agreement entered into between the Vendor and NHCC. Demonstration of the applicant’s financial soundness shall be established by submitting the following information:
   a. A copy of the Vendor’s most recent annual audited financial statement and annual audited financial statements for the previous two (2) years.
   b. Copies of the Vendor’s subsequent quarterly financial reports.
   c. Detailed information of any changes in the mode of conducting the Vendor’s business, including bankruptcy proceedings or filings, and merges or acquisitions within the past three (3) years.
   d. List of any bankruptcy proceedings in the past ten (10) years initiated by or against the Vendor or any affiliate or related company.

5. A Vendor that is a licensed entity must include information concerning any material negative findings, sanctions imposed or pending regulatory or legal proceedings its license.

6. Proposals must include the following:
   a. List of any and all criminal convictions within the last ten (10) years rendered against the Vendor, any officer or director thereof, or any affiliate or related company and its officers and directors.
   b. List of any and all civil penalties, judgments, consent decrees, violations, Statements of Deficiency or other sanctions within the last
ten (10) years rendered against the applicant, any officer or director thereof, or any affiliate or related company.

c. List of any and all current investigations, indictments or pending litigation by any Federal, State or local jurisdiction initiated against the applicant, any officer or director thereof, or any affiliate or related company.

d. List of any and all actions occurring with the last ten (10) years which have resulted in revocation or suspension of any permit or authority to do business in any Federal, State, or local jurisdiction, by the applicant, any officer or director thereof, or any affiliate or related company.

e. List of any and all actions occurring in the past ten (10) years that have resulted in the barring from public proposal submission of the applicant, any officer or director thereof, or any affiliate or related company.

D. Vendor’s Qualifications to carry out this specific engagement or to provide these services, including a list of comparable engagements and identification of individuals (including their names, titles, organizations, mailing addresses, telephone, fax numbers, and e-mail addresses) who may be contacted with respect to each comparable engagement.

1. Provide adequate information demonstrating experience on engagements of similar scope and magnitude, especially in New York State.

2. List the five (5) similar clients Vendor has served (or are currently servicing). Give a brief description of each engagement and contact information to be used for reference purposes.

E. The qualifications and experience of your staff and management for the engagement, including any proposed sub-contractors.

1. List the professional and support positions and number or personnel in each position. Provide resumes for all key staff and subcontractors (resumes must be no longer than two pages per individual).

2. Provide an organizational chart, including resumes of all personnel who will be committed to this engagement. Provide specific information as to their experience on engagements similar to this one.

3. List professional outside consultants you propose to provide services not available from Vendor. Provide specific information documenting their work on similar engagements.

F. Scope of proposed services.
G. Proposed Fee Structure

1. For the professional and support positions as you have outlined, list the hourly billable rate that NHCC will be charged including any and all multipliers. Include the same information for any sub-consultants in each phase. Indicate the proposed costs by phase and total costs anticipated to complete this project.

2. List all reimbursable expenses that you anticipate for this engagement. Include an estimate of reimbursable expenses anticipated and any multiplier to be applied to reimbursable expenses.

3. List any other costs anticipated on this engagement.

4. Provide information on your billing practices, including reimbursable cost categories. Please state all fees as dollar figures, not percentages. All task amounts shall include associated meetings, progress reports and direct costs.

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

I. Any contingencies or conditions on the proposal.

J. Information required in Appendix A to this RFP.

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 Vendor’s competitive position, or would constitute disclosure of a trade secret, a Vendor 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 Vendor.

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 (M/WBEs), Minority Group Members and women share in the economic opportunities generated by NHCC’s participation in projects or initiative, and/or use of NHCC funds. NHCC’s non-discrimination and affirmative action policy will apply to this initiative. M/WBEs 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 of 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 below; (b) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this RFP as attachments to Appendix A, and (c) periodic updating of such forms during the term 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**

NHCC looks forward to proposals that are creative, effective and provide for education and training as outlined in the RFP.

Proposals will be reviewed and evaluated on the following:

1. Your vision/profile and compatibility with NHCC strategy and culture;

2. Completeness of the proposal in the format indicated in the RFP;

3. Your ability to provide the services as evidenced in your current and recent experience in providing similar services for other healthcare facilities, including public hospitals nationally and in New York State;

4. Implementation Experience;
5. Methodology and approach;

6. Service offerings and support structure;

7. Qualifications and relevant experience of proposed team members and anticipated quality of the services to be provided;

8. Probable ability to complete the project in the timeframe allowed;

9. Cost-effective pricing strategies;

10. The project approach as outlined by Vendor;

11. Client references particularly concerning prior project outcomes at other similar facilities, including the timeliness of completion and of achievement of improvements.

Vendors should provide detailed information about the cost, timeliness and financial outcomes on a range of prior projects.

VII. Terms and Conditions

A. This RFP constitutes an invitation to make proposals to NHCC. Accordingly, 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 Vendors:

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 Vendors, and to conduct such interviews privately.

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

4. Because this RFP is not a “competitive bid” process, the Vendor 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 Vendor 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 Vendor, to make field investigations with respect to such proposals (including visits to the Vendor’s business offices or field operations).

8. NHCC reserves the right to request additional information from any Vendor 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 Vendor, or with all or none of the Vendors. NHCC has no obligation to offer Vendors the opportunity to meet or exceed terms negotiated with a selected Vendor.

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 Vendor at any time.

B. Preparation of a response to this RFP will be at the cost, expense and risk of the Vendor, with the express understanding and agreement of the Vendor, 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 Vendor expressly understands and agrees that this RFP is not, and shall not be construed as, an offer or an enforceable contract.

D. The contract, if any, that is negotiated with a selected Vendor shall constitute the entire agreement between NHCC and the selected Vendor, 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 Vendor 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 Vendor’s behalf without the prior written consent of NHCC, which consent may be withheld in NHCC’s sole discretion.
F. This proposal shall be signed by an official authorized to bind the Vendor, and shall contain a statement to the effect that the proposal is a Vendor offer for a one hundred and 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.

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

H. 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 Vendor (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.

I. The successful bidder will comply with NHCC’s Compliance Program requirements applicable to all NHCC vendors, contractors, consultants and agents. This information is available via NHCC’s website: www.numc.edu.
APPENDIX A

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

Offerer’s Affirmation of Understanding and Agreement

Instructions:

A Government Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding Permissible Contacts in the Restricted Period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k.

Offerer affirms that it understands and agrees to comply with the procedures of NHCC relative to permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-j (6)(b).

By:_____________________________                  Date: ______________________

Name: ___________________________

Title: _____________________________

Contractor Name: _____________________________________________________

Contractor Address: ____________________________________________________
_____________________________________________________________________
_____________________________________________________________________
Offerer Disclosure of Prior Non-Responsibility Determinations

Background:

Under New York State Finance Law § 139-k (2), covered governmental entities are obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by a Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms “Offerer” and “Governmental Entity” are defined in State Finance Law §139-k (1). State Finance Law §139-j sets forth detailed requirements about the restriction on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determinations, a covered governmental entity must consider whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

Instructions:

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.
Disclosure of Prior Non-Responsibility Determinations Form

Name of Individual or Entity Seeking to Enter into Procurement Contract:
_____________________________________________________________________________

Address: ______________________________________________________________________  
_____________________________________________________________________________

Name and Title of Person Submitting this Form: ______________________________________  
_____________________________________________________________________________

Contract Procurement Number: ____________________________________________________

Date: _________________________________________________________________________

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please Circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please Circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please Circle): No Yes

4. If you answered ‘yes’ to any of the above questions, please provide details regarding the finding of non-responsibility below:

   Governmental entity: _______________________________________________________

   Date of Finding of Non-Responsibility: _________________________________________

   Basis of Finding of Non-Responsibility: ________________________________________
                                                                                   ________________________________________
                                                                                   ________________________________________
                                                                                   ________________________________________

   (Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle) No Yes
6. If yes, please provide details below.

Governmental Entity: ______________________________________________________

Date of Termination or Withholding of Contract: ________________________________

Basis of Termination or Withholding: __________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

(add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: ______________________________  Date: _______________________

Name: ____________________________

Title: _____________________________