

**NASSAU HEALTH CARE CORPORATION
a/k/a the NuHealth System**

Request for Proposals for

NURSING AGENCIES

RFP 006-2024

Contacts and Submission:

Nassau Health Care Corporation
2201 Hempstead Turnpike
East Meadow, NY 11554
(516)572-6062
mlowe@numc.edu

*ALL WRITTEN COMMUNICATIONS IN CONNECTION WITH THIS RFP, INCLUDING EMAILS, MUST CONTAIN THE TITLE OF THE RFP AND CORRESPONDING NUMBER SET FORTH ABOVE, IN THE SUBJECT LINE OF SUCH COMMUNICATIONS

Anticipated Schedule:

- Issue RFP February 13, 2024.
- Deadline for Questions February 27, 2024.
- Proposals Due March 12, 2024.
- Interviews, if required To be determined

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

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

Nassau Health Care Corporation (“NHCC”), also known as the NuHealth System, is a New York State public benefit corporation created by the New York State Public Authorities Law. NHCC operates Nassau University Medical Center, a 530-bed tertiary care teaching hospital (“NUMC”) and the A. Holly Patterson Extended Care Facility (“AHP”), a 589-bed skilled nursing facility. Additionally, NHCC co-operates various Community Health Practices in partnership with Long Island FQHC, Inc., a non-profit, consumer-driven organization created to help address the health needs of the region’s most vulnerable populations. NHCC maintains a strong commitment to the education of healthcare providers.

NUMC has been the primary source of medical care for millions of Nassau County residents since 1935. With its 19-story main tower, NUMC is Nassau County's tallest building and a familiar Long Island landmark. As the region's premier Level I trauma center, NUMC treats many of the County's most critically injured patients, and has long carried the responsibility of being the region’s “safety net” hospital. Additionally, NUMC maintains a strong commitment to medical education. NHCC is academically affiliated with the New York College of Osteopathic Medicine, the New York College of Podiatric Medicine, the American University of the Caribbean School of Medicine and Hofstra University School of Medicine.

AHP is recognized nationally as a model for skilled nursing facilities. AHP offers innovative care in an environment that treats the 'whole' person. The skilled and caring medical staff responds to the physical, social and emotional needs of each resident.

NHCC’s Community Health Practices are bringing a new kind of care to the communities that need it most. It is the goal of NHCC to see that every Long Islander has a “medical home” - a place where people you know provide the kind of primary and preventative care that safeguards the health of you and your family.

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.

CONTRACTOR shall provide temporary medical staff on a temporary basis for nursing and other clinical departments (collectively, "STAFF" and individually, "STAFF PERSON") at Nassau University Medical Center ("NUMC") and A. Holly Patterson Extended Care Facility ("AHP") as needed upon request at the discretion of NHCC. All STAFF provided under this agreement shall possess all current and unrestricted licenses and certifications as required for their positions in accordance with the policies of NHCC and the rules and regulations of New York State, The Joint Commission (TJC), and the National Committee for Quality Assurance (NCQA.).

Obligations of CONTRACTOR:

- Provide STAFF in the titles listed below as requested by NHCC;
 - Screen and check references for prospective STAFF, including verification of licensure, board certification and exclusion, as applicable, as more particularly set forth below;
 - Obtain prior written approval from NHCC for all prospective STAFF as set forth below;
 - Arrange malpractice insurance coverage for STAFF through CONTRACTOR'S insurance carrier, which must be acceptable to NHCC in all respects;
 - Prepare, retain and make available to NHCC upon request, appropriate records, including, without limitation, proof of the due diligence required herein (e.g. licenses, certifications, background checks, exclusion screening etc ...), timekeeping records and such other records reasonably requested by NHCC;
 - Be and remain solely responsible for paying STAFF for services rendered on behalf of NHCC.
1. No Exclusions. CONTRACTOR represents, warrants and covenants to NHCC that, during the term of the Agreement, it and each of its STAFF, directors, officers, employees, contractors and/or agents, has not been: (i) convicted of a criminal offense that falls within the ambit of 42 U.S.C. § 1320a-7(a); (ii) excluded, debarred, suspended or otherwise ineligible to participate in the Federal health care programs or in Federal procurement or non-procurement programs or (iii) excluded from doing business with any federal, state or local agency, municipality or department. Without limiting the foregoing, CONTRACTOR agrees to check, before providing STAFF, and at least monthly thereafter, all STAFF and employees, contractors and/or agents against the exclusion lists maintained by the following: (x) the US Department of Health and Human Services' Office of Inspector General, including, without limitation, the System for Award Management (SAM) and the List of Excluded Individuals/Entities (LEIE); (y) the General Services Administration; and (z) the New York State Office of Medicaid Inspector General (each individual or entity appearing on one or more of these lists, an "Ineligible Person"). CONTRACTOR shall maintain proof of such checks for at least seven (7) years, which shall be made available to NHCC promptly upon its request. CONTRACTOR shall promptly notify NHCC in writing in the event any STAFF PERSON or its employees, contractors or agents

appear on one or more of these lists and shall immediately remove such Ineligible Persons from providing services to or on behalf of NHCC. Such governmental sanction may require the party to terminate the employment or arrangement with such Ineligible Person. (b) In the event that CONTRACTOR or any STAFF PERSON (i) becomes an Ineligible Person; (ii) fails to promptly notify NHCC of the discovery of an Ineligible Person covered by this Section or (iii) fails to remove an Ineligible Person providing services to or on behalf of NHCC within twenty-four (24) hours of the date CONTRACTOR knows or has reason to know of such ineligible status, then without prejudice to any other rights or remedies that NHCC may have in law or equity, NHCC shall have the right to terminate this Agreement immediately.

2. Licenses and Certifications. CONTRACTOR represents and warrants that each STAFF PERSON, as applicable, as a continuing condition precedent to NHCC's obligations under this Agreement and prior to the provision of any services by a STAFF hereunder: (i) holds a currently valid and unlimited license and registration in the State of New York; (ii) as applicable, hold and maintain a currently valid Drug Enforcement Agency ("DEA") certification; and (iii) as applicable, be a registered provider and maintain good standing in the Medicare and Medicaid programs with the ability to provide services to Medicare and Medicaid beneficiaries, and accept assignment from such Medicare and Medicaid beneficiaries.
3. Medical Staff Privileges. It is understood and agreed that some STAFF providing services under this Agreement must apply for, and must be awarded and maintain, in good standing, membership on NHCC's Medical Staff with appropriate unrestricted privileges in accordance with NHCC policies at all times in order for this Agreement to remain valid and enforceable. The parties acknowledge and agree that this Agreement is not, and shall not be construed as, any form of guarantee or assurance by NHCC that applicable STAFF will receive or retain necessary Medical Staff membership or privileges for purposes of providing services. Application, appointment, reappointment, and granting of privileges shall be governed solely by NHCC Medical Staff Bylaws.
4. Core Standards. At all times, all STAFF shall adhere to and assume and discharge all responsibilities hereunder (i) consistent with NHCC Policies, standards set forth by The Joint Commission, and in accordance with all applicable laws, and regulations including, but not limited to The Emergency Medical Treatment and Labor Act (EMTALA), the Stark Law, and the New York State Public Health and Education Laws, accrediting standards of governmental bodies having jurisdiction over the NHCC facilities, and this Agreement; (ii) within the scope of STAFF'S competence and clinical privileges, and in a professional, ethical, prompt, courteous and non-discriminatory (i.e. without regard to race, color, creed, condition, sex, age, national origin, economic or handicapped status, sexual orientation or source of payment) manner and in accordance with professional medical standards and (iii) nonetheless be acceptable to NHCC, in NHCC's sole and absolute discretion.
5. Exercise of Medical Judgment. STAFF provided by CONTRACTOR in the following job titles shall at all times be free, in their sole discretion, to exercise professional medical judgment in connection with the care of patients: all Registered Nurses. No provision of this Agreement is intended, nor shall it be construed, to permit NHCC or CONTRACTOR to affect or influence the professional medical judgment of any licensed healthcare professionals.
6. Performance Measurement and Quality Indicators. In addition to any other performance

indicators included in this Agreement or applicable to all providers or medical staff, CONTRACTOR and its STAFF shall be subject to periodic evaluation with respect to the following:

- Audit of documentation;
 - Assessment of CONTRACTOR'S responsiveness and communication;
 - Hand-hygiene practices;
 - Input from NHCC personnel and patients;
 - Nursing Evaluation Form
7. Timekeeping. CONTRACTOR shall and shall ensure that STAFF: (i) follows all reasonable timekeeping procedures set forth by NHCC, including, without limitation filling out timesheets on a daily basis that must be approved by NHCC in writing and/or utilizing other NHCC workforce management systems and (ii) maintain their own independent daily work log as set forth below and such log shall be available for review by NHCC upon request. Work logs must, at a minimum, (x) identify all personnel providing services under this Agreement by name and title; (y) include the corresponding days/hours worked by each person and (iii) list the initiatives such personnel worked on during those hours. Falsification of time keeping records or failure to provide such records shall be grounds for withholding payment of questioned amounts and/or termination of this Agreement.
8. Notifications. CONTRACTOR shall promptly notify NHCC in writing, and in no event less than twenty-four (24) hours from such time as CONTRACTOR knows or has reason to know, of any of the following threatened or actual occurrences: (i) the imposition of any loss, suspension or material limitation of any STAFF PERSON's medical license, registration or certification, board certification, Medicare and Medicaid provider status, DEA registration; medical staff membership or clinical privileges at any hospital; (ii) the initiation, settlement, or adjudication of a malpractice or professional disciplinary action against any STAFF PERSON or (iii) the initiation of an investigation by a governmental agency or regulatory or licensing body against any STAFF PERSON.
9. STAFF Approval and Replacement. Prior to any STAFF PERSON providing services under this Agreement, such STAFF PERSON, in addition to all other requirements (e.g. obtaining privileges at NHCC, clearance by NHCC's Dept. of Human Resources), shall be subject to the prior written approval of NHCC's Medical Director or NHCC's Senior VP for Patient Care Services. In the event that (a) NHCC determines, at any time, in NHCC's sole discretion, that any STAFF PERSON is unacceptable to NHCC, or (b) a STAFF PERSON resigns or discontinues its relationship with CONTRACTOR, CONTRACTOR shall diligently work to propose a mutually agreeable replacement STAFF PERSON in a timely manner.
10. STAFF Assignment to Psychiatry or a Psychiatric Unit. Any STAFF PERSON assigned to work in a Psychiatry or a Psychiatric Unit (in accordance with NYS Office of Mental Health ["OMH"] standards) with potential for regular and substantial contact with children under age 18 must complete a DSS-3370 Clearance Form (State Central Register Database Check), or such other form as OMH may require. Any STAFF PERSON having an indicated report by the NY State Central Register of child abuse or maltreatment shall be deemed unacceptable to NHCC, and will not be considered or assigned to work for or on behalf of NHCC or any of its entities.

Obligations of NHCC:

- NHCC Obligations and Outside Equipment, Supplies etc.
 - NHCC shall provide such facilities, equipment, supplies, utilities, administrative and support staff, and other support services as shall be reasonably necessary and appropriate for STAFF to perform its duties and responsibilities hereunder as reasonably determined by the NHCC. STAFF shall not supply or utilize any facilities, equipment, supplies, utilities, or other items in connection with the performance of services under this Agreement without the express written consent of NHCC.
- Be entitled to bill and collect for all services furnished by STAFF, as applicable, and CONTRACTOR shall make its best efforts to ensure such STAFF assigns to NHCC any and all billings and collections for services, including working with STAFF and NHCC to ensure prompt execution of such additional documentation as may be reasonably requested by NHCC to effectuate or evidence such assignment. Additionally, CONTRACTOR shall work with STAFF to ensure STAFF's participation in payment programs as directed by NHCC. In the event that this Agreement terminates for any reason, NHCC shall continue to have the right to bill for, collect and retain any and all patient care revenue for services rendered by STAFF.

Job Titles, Descriptions and Requirements:

- Registered Nurses ("RN")- Categories: Local, Long Term & Travel; Levels A and B
- Licensed Practical Nurses ("LPN")
- Nurse's Aide
- Patient Care Assistant/Certified Nursing Assistant ("PCA")
- Medical Supply Aide aka Central Sterile Tech aka Sterile Processing Tech
- Certified Surgical Technician aka OR Tech
- Medical Assistant
- Dialysis Technician

Job Descriptions and Requirements:

- **Registered Nurse ("RN"):** Uses independent judgment in functioning as a staff nurse in a hospital or nursing home setting, with supervision of non-professional staff. Typical duties include: application of nursing principles and methods in the care and treatment of patients; administration of medications and treatments as prescribed by the physician; assumes responsibility for recording of assessments, observations, medications, treatments; assists and supervises non-professional staff in hospital or nursing home routines and procedures. Knowledge, skills, and abilities include: knowledge of practices and principles of professional nursing care; ability to use a computer; ability to delegate to non-professional staff. Minimum qualifications include a continuing license in NYS and hold Basic Life Support (BLS) certification.
 - *** Critical Care, Emergency Department & Operating Room Registered Nurses must have Critical Care, Emergency Department or Operating

Room experience who is assigned to Critical Care, Emergency Department or Operating Room, as applicable; and must have a continuing license in NYS and hold Advanced Cardiac Life Support (ACLS) certification.

- **Three categories determined by length of work assignment:**
 - Local: Works when assigned; no guarantee as to length of work assignment with NHCC
 - Local Long Term: Work assignment with NHCC is a guaranteed minimum of thirteen (13) weeks.
 - Travel: Nurse living outside a fifty (50) mile radius of NUMC and AHP, with a guaranteed minimum work assignment of thirteen (13) weeks.
- **Two Levels determined by work assignment:**
 - RN Level A: Works in the med/surg, ambulatory surgery and clinic areas of NUMC and AHP.
 - RN Level B: Works in all areas of NUMC and AHP except for med/surg, ambulatory surgery and clinics.
- **Licensed Practical Nurse (LPN):** Knowledge of practical nursing theory and related skills and techniques; knowledge of medication dosages, side effects, and therapeutic and/or adverse reactions to medications; knowledge of equipment and supplies utilized for the implementation of patient care procedures; ability to communicate effectively and maintain good interpersonal relations with patients, families, and staff; ability to document appropriately and to maintain records and charts. Minimum qualifications include continuing possession of a NYS license and hold Basic Life Support (BLS) certification.
- **Nurse's Aide:** Performs routine, non-professional nursing work in the care of patients at the nursing home. General duties include functions such as: Bathes, shaves, and dresses patients and attends to their personal needs; passes and empties bedpans and collects urine and other specimens. Assists patients in walking and assists in transporting patients. Assists nursing staff in washing and sterilizing equipment. Prepares patients for meals and assists with feeding. Takes temperatures, blood pressures, pulse, and respiration and all other related duties. Minimum qualifications include continuing possession of a certificate issued by the New York State Department of Health, Residential Health Care Facility Nurse Aide Certification Program.
- **Patient Care Assistant/Certified Nursing Assistant (PCA):** Assists the professional nursing staff in providing basic physical care to patients and performs related duties. Knowledge, skills, and abilities: ability to learn procedures and techniques involved in administering simple treatments and providing related patient care; ability to perform housekeeping functions as they relate to the patients' environment; ability to understand and follow verbal and written instructions; ability to maintain records; ability to develop and maintain patience and tact in dealing with patients. Minimum qualifications include continuing certification.
- **Medical Supply Aide aka Central Sterile Tech aka Sterile Processing Tech:** Under the direction of the OR manager, performs technical duties necessary to assure the delivery of sterile, functional instrumentation, equipment, and supplies. Typical duties: sterilizes instruments, supplies, and equipment for surgical use; assists with the cleaning, sterilizing,

sorting, storing, and maintenance of instruments and equipment; maintains aseptic technique in cleaning and preparing supplies and equipment; maintains records of tests performed on equipment. Minimum qualifications include continuing certification.

- **Certified Surgical Technician aka OR Tech:** Will have knowledge of the principles, practices, and methods applied in an operating room; ability to scrub in surgical procedure and maintain clinical equipment; knowledge of aseptic technique; selects instruments, supplies, and equipment for surgical procedures. Minimum qualifications include continuing certification.
- **Medical Assistant:** Assists physicians and nurses in providing patient care. Effectively communicates with patients and staff, in person and on the phone. Maintains supplies and cleanliness of patient space. Ensures exam rooms are stocked appropriately with linen and supplies. Informs supervisor when supplies need to be reordered. Demonstrates skill in obtaining vital signs including blood pressure, pulse, temperature, respiratory rate, height and weight. Notifies clinical staff of any abnormalities. Records findings on appropriate medical record form. Performs other duties as assigned. Minimum qualifications: High School diploma and current Medical Assistant Certification from an accredited institution.
- **Dialysis Technician:** The Dialysis Technician will support and work with clinical staff, in the care of patients receiving dialysis. Must hold a Certified Clinical Hemodialysis Technician (CCHT) certification. Previous dialysis experience preferred.

***** The parties agree and acknowledge that additional job titles may be added to the list of Job Titles, Descriptions and Requirements contained herein.*

NASSAU HEALTH CARE CORPORATION 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 “Doing Business with NuHealth” 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) days prior to the due date for proposals.

PROPOSERS MUST SUBMIT:

- **ONE (1) ORIGINAL AND FOUR (4) COPIES, AND ONE (1) COPY ON CD OF THE PROPOSAL TO THE NHCC CONTACT PERSON BY 3:00 P.M. ON THE DUE DATE SPECIFIED AND**
- **ONE (1) ADDITIONAL COPY OF THE PROPOSAL ON CD MUST BE SUBMITTED TO:**

**NASSAU HEALTH CARE CORPORATION
DEPARTMENT OF LEGAL AFFAIRS – BOX 6
2201 HEMPSTEAD TURNPIKE
EAST MEADOW, NY 11554**

ELECTRONIC OR FACSIMILE PROPOSALS WILL NOT BE ACCEPTED. FAILURE TO SUBMIT ALL DOCUMENTS AND ELECTRONIC MEDIA AS REQUIRED MAY RESULT IN REJECTION OF YOUR PROPOSAL.

Each written proposal must include all the information outlined in this RFP, including completion and submission of the forms attached in Appendix I to this RFP. The selected Proposer will 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. Background information regarding the Proposer, including:
 - 1. Brief history of the Proposer's firm and a description of all services it provides.
 - 2. A summary description of its organizational structure (e.g., corporation, partnership, LLC, etc.), its history (including information on the date of its formation and the State of its formation), its management and ownership structure (including the name and address of its officers, and of each person, directly or indirectly holding a five (5%) percent or greater ownership interest in the Proposer.
 - 3. Proposer shall provide documentation satisfactory to NHCC demonstrating that Proposer is licensed and authorized to do business in the State of New York and, if applicable, Nassau County.
 - 4. A description of the Proposer's existing business operations, including number of employees by discipline.
 - 5. Proposals must demonstrate the qualifications and experience of the Proposer specifically related to the services contemplated by this RFP.
 - 6. Each proposal must include Proposer's financial information. This information is needed to ensure that each Proposer will be capable of performing its obligations under any agreement entered into between the Proposer and NHCC. Demonstration of the applicant's financial soundness shall be established by submitting the following information:
 - a. A copy of the Proposer's most recent annual audited financial statement and annual audited financial statements for the previous two years.
 - b. Copies of the Proposer's subsequent quarterly financial reports.
 - c. Detailed information of any changes in the mode of conducting the Proposer'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 Proposer or any affiliate or related company.
7. At least three business references (including names of individuals, their titles, organizations, mailing addresses, telephone and fax numbers, and e-mail addresses).
8. A Proposer that is a licensed health care provider or other licensed entity must include information concerning any material negative findings, sanctions imposed or pending regulatory or legal proceedings.
9. Proposals must include the following:
 - a. List of any and all criminal convictions within the last (10) ten years rendered against the Proposer, any officer or director thereof, or any affiliate or related company.
 - 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 proposalsubmission of the applicant, any officer or director thereof, or any affiliate or related company.
- D. Qualifications of Proposer to carry out this project or to provide these services, including a list of comparable projects 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 project.

1. Provide adequate information demonstrating experience on projects of similar scope and magnitude. Project start/completion dates and owner/client reference must be included.
 2. List all projects Proposer has completed (or are in progress) for the past eighteen (18) months. Give a brief description of each project, including owner, size of facility, type of work performed, and size of project and completion date.
 3. List the five (5) similar projects Proposer's firm has completed (or are in progress). Give a brief description of each project; include the size of the facility, owner and owner contact to be used for reference purposes. Also include project start and completion (proposed) date.
- E. The qualifications and experience of Proposer's staff and management for the project, 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 that includes all personnel who will be committed to this project. Provide specific information as to their experience on projects similar to this one. For the project manager identified as part of the project team, provide the name and contact information of three clients with whom that person has worked on a similar project.
 3. List any professional sub-consultants that you intend to propose to provide services not available directly from your firm. Provide specific information documenting their work on similar projects.
- F. Scope of proposed services, including work plan and methodology.
- G. Fee and cost proposal that shall clearly identify and specify all elements of cost that would become charges to NHCC, in whatever form. Provide information on your billing practices, including reimbursable cost categories.
- H. List your general liability and professional liability insurance coverage.
- I. Any contingencies or conditions on the proposal.
- J. Information required in Appendix I to this RFP.
- K. 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. Anti-discrimination and MWBE Participation

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 anti-discrimination or other policies that promote equal opportunities shall apply to this initiative and MWBEs are encouraged to submit proposals.

Pursuant to New York State Executive Law Article 15-A, NHCC recognizes its obligations under the law to promote opportunities for maximum feasible participation of certified minority-and women-owned business enterprises (M/WBEs) and the employment of minority group members and women in the performance of NHCC contracts.

The selected contractor shall be required to use good faith efforts to achieve the participation of certified MWBE's as specified in this RFP or Bid, and if no participation goal is explicitly specified, participation amounting to 20% of the total value of the fees received by the contractor shall be the goal. As part of their proposal, respondents are required to include a completed MWBE Utilization Plan (the "Plan") using the form attached in Appendix I as part of their proposal. The Plan shall list each MWBE the respondent intends to utilize to perform the contract, a description of the scope of work to be performed by each MWBE, and the estimated or, if known, actual dollar amounts to be paid to each MWBE. Respondents should endeavor to utilize MWBEs as subcontractors, subconsultants, suppliers, and/or enter into joint venture or teaming agreements with M/WBEs in order to comply with the MWBE utilization goals. In the event that a respondent is a certified MWBE the respondent should list itself in the Plan as performing 100% of the contract work and is not required to subcontract with other MWBE firms.

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.

More information about State Finance Law Sections 139-j and 139-k can be found at http://www.ogs.ny.gov/aboutOgs/regulations/defaultSFL_139j-k.asp.

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 sole 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. The contract usually includes, without limitation, the standard clauses set forth in Schedule "B" and Exhibit "JC" attached hereto. 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 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, all submissions to NHCC in connection with this RFP shall be deemed irrevocably assigned by the Proposer to NHCC, including, without limitation, the copyright in the work, including all right, title and interest in perpetuity.

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 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 foregoing, 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 thereunder, 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 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.nuhealth.net/about/doing-business-with-nuhealth.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 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 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 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:

(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.

Exhibit - “JC”

JOINT COMMISSION STANDARDS FOR CONTRACTORS, VENDORS AND VOLUNTEERS

All contractor, vendor, and volunteer personnel, including those of subcontractors, (“Staff”) who provide direct patient care or service must adhere to the requirements as outlined below. Notwithstanding the foregoing, all individuals performing services to or on behalf of NuHealth are held to the same standards as regular NuHealth employees.

Information Required for all Covered Staff

- Education and training that is consistent with applicable legal and regulatory requirements and NuHealth policy;
- Copy of license, certification, or registration when applicable;
- Documentation that individual's knowledge and experience and competence are appropriate for his or her assigned responsibilities;
- Documentation confirming participation in NuHealth New Employee Orientation;
- Documentation confirming participation in the applicable Departmental orientation(s);
- Performance evaluations;
- Pre-employment physical exam and annual health assessments;
- Pre-employment verification of convictions for abuse or neglect;
- If assigned to work with children, Staff must be cleared the NY Statewide Central Registry;
- References, when applicable.

Documentation of these items must be submitted by the Contractor for each person considered Covered Staff to Kimberley Teemsma in Human Resources.

“Covered Staff” INCLUDES THE FOLLOWING

- Patient care Staff include, but are not limited to: nursing, therapy, dietary, pharmacy, activities staff, drug and alcohol counselors such as AA counselors, and nursing assistants/aides.
- Patient services Staff include, but are not limited to: homemakers, sitters, companions, chore workers, drivers, home medical equipment delivery and repair technicians, volunteers transporting patients.

APPENDIX I

Statement of non-collusion in bids or proposals to Public Authority

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

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

SUBSCRIBED TO UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF NEW YORK:

Entity submitting bid/proposal: _____

Signature of Principal or Corporate Officer: _____

Printed Name: _____

Title: _____

Date: _____

Disclosure of Contacts Form

Name of Contractor: _____

Address: _____

Name and Title of Person Submitting this Form: _____

Is this an initial filing in accordance or an updated filing? (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

M/WBE UTILIZATION PLAN

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) under the contract. Attach additional sheets if necessary.

Offeror's Name:
Address:

Telephone No.:
Email Address:

Federal Identification No.:
Location of Work: _____
RFP or Bid No. _____

M/WBE Goals in the Contract: MBE % WBE %
EEO Goals in the Contract: MBE % WBE %
 (If no Goals listed above or in RFP, Goal is 20% Total through any combination)

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value of Subcontracts/ Supplies/Services and intended performance dates of each component of the contract.
1.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
2.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
3.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
4.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

5.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
6.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
7.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
8.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
9.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6. IF UNABLE TO FULLY MEET THE MBE AND WBE GOALS SET FORTH IN THE RFP, OFFEROR MAY REQUEST A WAIVER OF MWBE PARTICIPATION

PREPARED BY (Signature):

DATE:

NAME AND TITLE OF PREPARER:

SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.