

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

**Request for Proposals for
Revenue Cycle Management Software**

Contact and Submission:

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***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 | 11/6/2020 |
| • Deadline for Questions | 11/20/2020 |
| • Proposals Due | 12/4/2020 |
| • Interviews, if required | To be determined |

Dates indicated above are subject to change at the sole discretion of Nassau Health Care Corporation. All dates, timeframes and deadlines in connection with this Request for Proposal may be extended, changed, waived, and/or otherwise modified by Nassau Health Care Corporation in its sole discretion.

SECTION 1

INTRODUCTION and 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.

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 is affiliated with the North Shore-Long Island Jewish Health System and the Health Sciences Center of the State University of New York at Stony Brook and maintains a strong commitment to the education of healthcare providers.

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 North Shore-LIJ Health System, the Health Sciences Center of the State University of New York at Stony Brook, 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.

Profile of Service Operations – NuHealth provides care in the following specialties:

SERVICES	2019 GROSS REVENUE	%
INPATIENT	\$ 263,000,000	47%
CLINIC	124,000,000	22%
EMERGENCY ROOM	142,000,000	26%
AMBULATORY SURGERY	28,000,000	5%
GRAND TOTAL	\$557,000,000	100%

20,068 Discharges
 4,907 ASU
 67,029 Emergency Room visits
 159,487 Clinic visits
 * **2019 Annual***

The Clinic specialties include: General Medicine, Cardiology, Endocrinology, Gastroenterology, Pediatric, Ophthalmology, Dental, Hematology, Neurology, Renal, Infectious Diseases, OB/GYN, Orthopedics, Oncology, Pulmonary, and Rheumatology.

Revenue Cycle Management/Patient Management System (RCM/PMS)

The overall objective for the new RCM/PMS system is to ensure all patient accounts information for our patients is accurately captured, billed, reportable and available throughout NuHealth. Further, each and every time patients have contact with NuHealth’s facility or provider, essential patient information is readily available to authorized personnel, and healthcare professionals in a secure manner.

As a result, NuHealth seeks to implement a proven, state of the art, fully integrated RCM/PMS system that provides real-time financial activities of the institution.

NuHealth will consider systems/solutions that are on-site, remote hosted, and that operate in a highly reliable, consistently progressive solution that can delivers the most responsive solution as it relates to the rapidly evolving landscape in healthcare information technology.

NuHealth is issuing as part of this RFP to solicit proposals from qualified vendors who can provide a fully integrated Revenue Cycle Management System with the our EHR system that provides registration, billing, collection, managed care contracting, and revenue enhancement of medical patient accounts.

SECTION 2

CRITERIA FOR SELECTION

The successful Proposer, if any, selected by NuHealth through this RFP will be the Proposer that submits a proposal on or before the Submittal Deadline that is the most advantageous to NuHealth. **Contractor** means the successful Proposer under this RFP.

Proposer is encouraged to propose terms and conditions offering the maximum benefit to NuHealth in terms of (1) service, (2) total overall cost, and (3) project management expertise.

The evaluation of proposals and the selection of Contractor will be based on the information provided in the proposal. NuHealth may consider additional information if NuHealth determines the information is relevant.

***** Proposers must provide responses to all of the Minimum Qualification questions in Section 5.4.1 which NuHealth will utilize to qualify or disqualify the proposals to be considered for this RFP. Proposals that do not provide responses to all of these Minimum Qualification questions will be disqualified *****

The following is the criteria considered by NuHealth in evaluating proposals and selecting Contractor:

Company/Fit to NuHealth Objectives - The proposer's awareness of future directions and trends of Revenue Cycle Management/Patient Management System as well as other related requirement fields that may be applicable to NuHealth. Proposer's experience performing the requested services for other similar, complex academic institutions. The respondent has demonstrated competence, experience, and knowledge of RCM/PMS and EHRs is an essential requirement. Other factors evaluated will include:

- Vendor's size, stability, financial strength, leadership, research and development, and product lifecycle
- Support available to NuHealth
- Demonstrated commitment to RCM/PMS Market

Implementation and Operation Plan - The soundness of the respondent's approach to RCM/PMS. Respondent's experience performing the requested services for other complex institutions. Other factors to be evaluated will include:

- Vendor delivery and maintenance approach and past performance with other similar healthcare organizations.
- Recommended project requirements, such as organizational structure, resource requirements, additional project costs
- Delivery and support for training, adoption and on-going support/enhancements
- Support for developing and maintaining a highly disciplined and on-going Content Management and Governance Model.

Cost - Evaluation in this category will be based on the total cost to NuHealth for the scope of work outlined in this RFP. Respondents providing the best cost, value and discount will be scored higher in this category. Next ranked respondents will be rated accordingly. NuHealth specifically notes and re-emphasizes that the total cost to UTP – including all applicable implementation, transition, consulting, cash flow disruption and related costs – will be included in this criteria, to the extent possible. Other factors to be evaluated will include:

- Total Cost of Ownership (TCO) will consider contract structure, capital mitigation, financing and sourcing total solution, including software, hardware, resources and services
- All one-time and recurring or on-going Costs
- Additional requirements and/or recommendations for other categories of cost, such as third party software, interfaces, clinical content, subscriptions, etc.

Proposal's Requirements – Proposer's responses to the RFP requirements per Section 5. In addition to these requirements, other factors evaluated in this category will include:

- Essential RCM/PMS functions, which support and optimize integrated revenue cycle operations and patient access workflows

- Support for Analytics and Business Intelligence (BI) Initiatives
- RCM/PMS technology platform's overall performance, stability, security and scalability.
- Hardware, operating system, networking, database management, storage, etc.
- Remote Hosted solution, including all SLA, performance metrics, regular upgrades, hot fix/patching, and ongoing support, etc.
- System Architecture and related technical standards, network impact, and integration with existing or legacy applications, including external connectivity to national exchanges and registries.
- An integrated Dental billing functionality solution
- An integrated Anesthesia billing functionality solution
- Specific New York States Billing and Regulatory functionality
- An integrated Scheduling System with ADT web-based
- A integrated ADT system with Billing/Claims
- An integrated insurance verification
- An integrated Claim and Remit Database for Editing/Submission with unlimited archival of data
- An integrated Claim Scrubber though automated routines
- A SQL Database for custom/hospital specific reporting
- An integrated New York State and CMS Groupers, NYS SPARCS reporting

SECTION 3

Professional Revenue Cycle Management Software Specifications

NuHealth Physicians

Currently NuHealth has more than 3,600 employees, and 600 physicians/clinicians/providers, virtually all providers are employed by NuHealth. Current provisioned user count for the EHR/RCM/PMS is just over 3,500, which includes all practitioners.

CLINICAL OPERATIONS SUMMARY

In 2019, NuHealth physicians have over 350,000 billed encounters and fee-for-service revenues were \$30 million. In the last two years, NuHealth physicians has managed the health care of approximately 700 thousand lives.

BILLING OPERATIONS SUMMARY

A vendor is engaged to provide all revenue cycle management tasks, with the exception of outpatient dialysis services. The physician services vendor provides insurance billing, denial management, payment posting, other billing and collections in their centralized office. NuHealth physician practice plan plans to consider alternatives to the current vendor and outsourcing revenue cycle management.

Scope of Work

NuHealth Physicians is evaluating proposals that provide a solution that emphasize a highly integrated system with primary focus on interoperable workflows and seamless interoperable data sharing to achieve optimum clinical experience, productivity and patient safety across the instances of the proposed solution.

SECTION 4

Additional Questions Specific to Professional Service software this RFP

4.1 Minimum Qualification Questions:

Proposers must provide responses to all of these Minimum Qualification questions below to be considered for this RFP.

- 4.1.1** Do you have more than one large academic multispecialty groups actively using your single vendor fully integrated EHR and Practice Management System/Revenue Cycle system? Please provide details as to the client list and references.
- 4.1.2** Do you have any active clients that have 700 or more practicing physicians in the Ambulatory setting actively using a single instance of EHR/RCM/PM? Please provide details as to the client list and references.
- 4.1.3** Do you have 5 vendor hosted clients with a typical concurrent user volume over 1,000. Please provide details as to the client list and references.
- 4.2** The following questions will be used to score your RFP response if you meet the above minimum qualifications. Please respond as clearly as possible to each question.
- 4.2.1 Company/Fit to NuHealth Physicians objectives:**
- Provide patient volumes and billing activity of institutions of similar size and complexity where your proposed solution is implemented.
 - Provide references from both high performing and average performing clients.
 - Provide company profiles, financial statements.
 - Provide detailed analysis of similar client's performance pre and post transition to proposed solution.

SECTION 5

Hospital and Professional Implementation and Operation Plan

5.1 Implementation and Operation Plan

- Provide an example detailed implementation project plan for a recent project of similar size and complexity. The plan should identify activities or tasks, dependencies, duration, level of effort in hours, skill level required to complete the activity or task and whether the vendor, third party or the customer is responsible for completing the activity or task. It is not necessary to identify the customer.
- Provide a proposed implementation team organization chart for this project identifying all parties necessary to have a successful implementation including individuals, committees, teams, task forces, etc..
- Provide a proposed detailed implementation plan for this project. The implementation plan must identify major activities or tasks, required skill levels, responsible party (vendor, third party or customer), level of effort in hours and duration. The implementation plan must include Training & Communication and Technical Support & Maintenance services.
Document all assumptions made in developing the implementation plan.
- Describe your company's delivery and support for training, adoption and on-going support/enhancements
- Describe your support for NuHealth Physicians Change Management initiatives, including increasing more standardized processes and workflows across all venues of care and administrative functions.

- Please detail your recommendation for developing and maintaining a highly disciplined and on-going Content Management and Governance Model.

Proposal's Requirements

5.2 Technical Environment Questions:

- Provide a copy of your proposed service level agreement (SLA) for your hosting services. It should include performance guarantees, planned and unplanned outage handling, escalation procedures, etc.
- Do you own or outsource your hosting service? If it is outsourced, who with?
- Can NuHealth place equipment and/or software in your hosted services data center to monitor system and network performance?
- Describe in detail your requirements and configuration for all equipment and software that must be located on our site including, but not limited to:
 - ❖ Networking on campus and connecting NuHealth to your hosting site,
 - ❖ Hospital and outpatient sites including PC's, tablets, scanners, printers and other supported devices,
 - ❖ Datacenter, or central, equipment/software necessary to interface with your hosting service or other sites or services external to NuHealth.
- List the frequency of releases, upgrades/updates and hotfixes for the last four years. Describe the process from planning through implementation. What role does the customer play?

5.3 Application Management/Updates/Support

- Please detail how the client participation in pre-testing of upgrades/patching/hot fix deployments works in your hosted model.
- What is the support structure for your hosted application? (Tiered support based on the complexity of the problem? 24/7 Hours of support? Escalation procedure? Location of support staff? Toll free hotline? What is the average response time and turn-around time on reported issues/support tickets? If there is afterhours support, what is the after hours response time?
- If we were to stop using your hosted solution and move to a different solution, what is the process to get our patient data migrated into the new solution
- Are there administrative logs that record who makes changes to configuration and system preferences and records what was changed? Does it record the previous value from before the change? How long are those records kept? (this is aimed at administrative system changes, not PHI/patient chart changes as that is already assumed)
- Are there tiered levels of administrative accounts for your clients to manage/support the application (i.e. system admins, help desk, DBA)?
- How are outages/issues communicated when there are problems with any pieces outside of our network, like e-prescribing and renewal notifications? How soon after the outage begins are notifications typically sent out?

5.4 IT Security and Infrastructure

- Have you conducted, and will you continue to conduct, an annual SSAE 16 SOC 2 review (or a comparable independent security review such as HITRUST certification), provide the results to NuHealth, and remediate risky findings within a reasonable time, not exceed six months?
- What is your patching cadence for Internet facing systems?
- When were you last breached and how? What are you doing to prevent similar security breaches from happening again?
- What percentage of the IT budget is allocated to Security?
- To what position does the CISO – or highest-ranking information security official – report in your organization? Please provide the bio of your CISO – or highest-ranking information security official.

- Will you contractually commit to host the NuHealth systems in a geo-diverse disaster-recovery ready environment that would withstand the loss of an entire data center? What will our RTO be in this case (data center loss)?

5.5 Data Management/Analytics/Reporting

- Describe your strategy for revenue cycle data analytics and reporting.
- Do you provide complete documentation and a data dictionary of your database schema?
- Does your application use a specific analytics tool, if so please describe the tool and the underlying architecture and support? Can utilize third party tools i.e. Tableau
- Are the core components of the reporting environment customizable and extensible from a data model, ETL, and BI perspective? If yes, please explain the extensibility features and what is required to add/edit attributes/metrics/reports, and do you support code-generation?
- What standard reports are provided? Please provide list
- Ability to schedule user and/or repetitive production reports and send via email, please describe your solution for your "push" and or automation functionality.

5.6 License Metrics/Role-based Licensure

- Describe how your system handles working with "learners" and in an academic situation.
- Describe how your system handles supervisory roles with an academic institution.
- Does the licensing differ between MD, Fellow, Resident mid-level providers and other users?

5.7 Revenue Cycle Behavioral Health

- Can the system consolidate all of a patient's outstanding balances, including facility and professional, into a single statement?

5.8 Registration - Describe and provide detailed samples to demonstrate the following:

- Pre-registration process and functionality (eligibility check)
- Register/create patients in multiple fashions (manual/interface)
- Ability to process eligibility both real-time and batch
- Ability to work eligibility variances within the system

5.9 Scheduling - Describe and provide detailed samples to demonstrate the following:

- Guided scheduling - based on appointment type/diagnosis/provider etc.
- Management of referrals across PM and EHR
- POS co-pay collection notification and visit cost estimator
- Visibility of benefits via scheduling
- Reconciliation tools for visits

5.10 Charge Entry & Coding - Describe and provide detailed samples to demonstrate the following:

- Charges from the EHR into the PM are they (rule based i.e. signed & audited or auto released)
- Reconciliation tools for missing charges
- Authorization tracking
- Method of charge scrubbing i.e. third party or internal

5.11 A/R Following - Describe and provide detailed samples to demonstrate the following:

- Tracking of various payment, credits and recoupments
- Manage payment plans internally or via third party
- Monitor write-offs and refunds
- Integration with banking i.e. lockbox & image scanning
- Work queues or assigned views for follow up on accounts

- Budget plans with reoccurring payment options

5.12 Contract Management - Describe and provide detailed samples to demonstrate:

- Set-up and maintenance
- Interface with CDM
- Reporting
- Contract alerts

5.13 Document/Image Management- Describe and provide detailed samples to demonstrate:

- Scanning, storage, indexing to patient accounts
- Structure or unstructured, AI
- Reporting and retrieval

SECTION 6

PRICING AND DELIVERY SCHEDULE

6.1 Term of Agreement

NuHealth anticipates that the term of the Agreement may be up to five (5) years. NuHealth may elect to renew the Agreement for up to one (1) additional three (3) year term.

6.2 Pricing for Services Offered

RCM SYSTEM FOR NuHealth

Software License Fee \$ _____
 xxxx current users with xxx concurrent users

Implementation Cost - \$ _____
 Implementation services up to System Go-Live as defined in the Implementation Plan proposed and must include Training & Communication and Technical Support & Maintenance services

Hosting Fees – If separate from \$ _____
 Software License Fee

Total Maximum Estimated \$ _____
 Travel & Expenses

Total Initial Year Costs \$ _____

Annual Maintenance Cost \$ _____
 After Initial Year (Years 2-5)

Annual Hosting Fee if separate \$ _____

Please provide detailed costing information for the items listed below, as well as any other costs associated with the implementation and ongoing upgrades/maintenance in the space below.

Upgrades \$ _____
Additional User Licenses \$ _____
Other (Describe and cost below) \$ _____

SECTION 7

PROPOSER'S GENERAL QUESTIONNAIRE

Proposals must include responses to the questions contained in this Proposer's General Questionnaire. Proposer should reference the item number and repeat the question in its response. In cases where a question does not apply or if unable to respond, Proposer should refer to the item number, repeat the question, and indicate N/A (Not Applicable) or N/R (No Response), as appropriate. Proposer will explain the reason when responding N/A or N/R.

7.1 Proposer Profile

7.1.1 Legal name of Proposer company:

Address of principal place of business:

Address of office that would be providing service under the Agreement:

Number of years in Business: _____

State of incorporation: _____

Number of Employees: _____

Annual Revenues Volume: _____

Name of Parent Corporation, if any _____

NUHEALTH -NASSAU HEALTH CARE CORPORATION (NHCC)

REQUEST FOR PROPOSALS

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 THEIR PROPOSALS 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 the all 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.

Contents of Proposals

Name of the Proposer.

Contact person for the Proposer, including name, address, phone and fax numbers, e-mail address and other contact information.

Background information regarding the Proposer, including:

Brief history of the Proposer's firm and a description of all services it provides.

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.

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.

A description of the Proposer's existing business operations, including number of employees by discipline.

Proposals must demonstrate the qualifications and experience of the Proposer specifically related to the services contemplated by this RFP.

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 copy of the Proposer's most recent annual audited financial statement and annual audited financial statements for the previous two years.

Copies of the Proposer's subsequent quarterly financial reports.

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.

List of any bankruptcy proceedings in the past ten (10) years initiated by or against the Proposer or any affiliate or related company.

At least three business references (including names of individuals, their titles, organizations, mailing addresses, telephone and fax numbers, and e-mail addresses).

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.

Proposals must include the following:

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.

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.

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.

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.

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.

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.

Provide adequate information demonstrating experience on projects of similar scope and magnitude. Project start/completion dates and owner/client reference must be included.

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.

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.

The qualifications and experience of Proposer's staff and management for the project, including any proposed sub-contractors.

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).

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.

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.

Scope of proposed services, including work plan and methodology.

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.

List your general liability and professional liability insurance coverage.

Any contingencies or conditions on the proposal.

Information required in Appendix I to this RFP.

Conflict of Interest

Please disclose:

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.

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.

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.

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.

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.

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.

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.

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.

Terms and Conditions

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:

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

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

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

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.

NHCC reserves the right to waive or extend deadlines.

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

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).

NHCC reserves the right to request additional information from any Proposer and to rely upon any information obtained through NHCC's own investigations.

NHCC reserves the right to cancel this RFP at any time whatsoever, with or without the substitution of another RFP.

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

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

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.

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

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

A. 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.

B. 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.

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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 forgoing, CONTRACTOR and its employees, partners and agents shall keep the confidentiality of medical records and/or information including, but not limited to, HIV related information, relating to the care and treatment of NHCC patients, that may be obtained by CONTRACTOR in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information including, but not limited to, HIV related information, in conformity and consistent with applicable policies and standards of The Joint Commission, the confidentiality requirements of the New York State Public Health Law (“PHL”) and the regulations promulgated 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

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:

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

Telephone No.:
Email Address:

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.
	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
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	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
	NYS ESD			

	<p>CERTIFIED</p> <p><input type="checkbox"/> MBE</p> <p><input type="checkbox"/> WBE</p>			
	<p>NYS ESD CERTIFIED</p> <p><input type="checkbox"/> MBE</p> <p><input type="checkbox"/> WBE</p>			
	<p>NYS ESD CERTIFIED</p> <p><input type="checkbox"/> MBE</p> <p><input type="checkbox"/> WBE</p>			
	<p>NYS ESD CERTIFIED</p> <p><input type="checkbox"/> MBE</p> <p><input type="checkbox"/> WBE</p>			

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.