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

**REQUEST FOR PROPOSAL (RFP)**
**FOR**
**MANAGED CALL CENTER SOLUTION**

**REQUEST FOR PROPOSAL #: 004-2026**

Introduction

Nassau Health Care Corporation ("NHCC") is seeking proposals from qualified technology and healthcare service providers for a Managed Call Center Solution supporting Nassau University Medical Center ("NUMC").

This initiative is a core strategic priority for the Medical Center. Unlike traditional outsourced models, NHCC will maintain a core internal leadership and clinical liaison team while leveraging the selected partner to provide the technology platform, operational scale, supplemental staffing, and management services necessary to establish a high-performing clinical front door for NUMC.

NHCC requires a sophisticated, tech-enabled ecosystem that streamlines the patient's journey from initial contact through clinical encounter. The objective is to achieve best-in-class performance in speed-to-answer, first-call resolution, scheduling accuracy, reduced call abandonment rates, operational responsiveness, and overall patient experience with lean operational overhead.

The selected partner is expected to serve as an operational extension of NUMC leadership, prioritizing execution, accountability, operational efficiency, and scalable workforce management. The solution must provide NHCC leadership with real-time operational visibility into patient access performance metrics, enabling data-driven oversight and supporting NUMC's mission and role as Nassau County's essential safety-net hospital.

Proposal Requirements

Proposals must comply with all instructions outlined in this RFP. Submissions that are incomplete or fail to meet the specified requirements may be rejected without review.
Any contract awarded as a result of this RFP will supersede all prior contracts, bids, or agreements related to Patient Access and Call Center Services at NHCC.

Communication Guidelines

All written communications regarding this RFP - including email correspondence - must clearly reference the RFP title and number in the subject line to ensure proper handling.

Contacts and Submission

Nassau Health Care Corporation
Department of Legal Affairs
2201 Hempstead TurnpikeEast Meadow, NY 11554
RFPSubmissions@numc.edu

Anticipated Schedule*

- Issue RFP — June 9, 2026
- Deadline for Questions — June 22, 2026
- Proposals Due — July 1, 2026 at 3:00 p.m.
- Interviews, if Required — To Be Determined

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

SCHEDULE A

I. GENERAL INFORMATION

A. Background

Nassau Health Care Corporation ("NHCC"), also known as the NuHealth System, is a New York State public benefit corporation established under the Public Authorities Law. NHCC operates:

- Nassau University Medical Center (NUMC): A 530-bed tertiary care teaching hospital.
- A. Holly Patterson Extended Care Facility (AHP): A 589-bed skilled nursing facility.
- Community Health Practices (CHP): Operated in partnership with Long Island FQHC, Inc., a non-profit, consumer-driven organization serving the region's most vulnerable populations.

NHCC is committed to delivering high-quality care, advancing medical education, and serving as the safety-net health system for Nassau County residents.

Nassau University Medical Center (NUMC): Founded in 1935, NUMC is the County's primary source of advanced medical care. Its 19-story tower houses the region's premier Level I Trauma Center and serves as a hub for medical education through affiliations with the New York Institute of Technology College of Osteopathic Medicine, the New York College of Pediatric Medicine, the American University of the Caribbean School of Medicine, and the Donald and Barbara Zucker School of Medicine at Hofstra/Northwell.

A. Holly Patterson Extended Care Facility (AHP): Nationally recognized as a model for skilled nursing services, AHP provides innovative, patient-centered care that addresses residents' physical, emotional, and social needs in a supportive, healing environment.

Community Health Practices: NHCC's community-based centers deliver comprehensive, accessible, and preventive care to underserved communities across Long Island, ensuring every resident has access to a trusted "medical home."

B. Proposal Overview

NHCC seeks a qualified vendor to provide:

- A centralized Patient Access & Managed Call Center platform
- Vendor-provided supplemental staffing and operational support services
- Implementation, onboarding, and workflow configuration services
- System integration and reporting capabilities
- Training and ongoing operational support

The solution must enable NHCC to:

- Support appointment scheduling, pre-registration, referral coordination, and continuity-of-care workflows
- Improve patient access responsiveness, scheduling efficiency, and first-call resolution
- Provide real-time operational reporting and performance analytics

II. SERVICES SPECIFICATIONS

## A. Scope of Work / Requested Services

The selected partner shall provide a Managed Call Center Solution for Nassau University Medical Center ("NUMC"), including the technology platform, supplemental staffing, reporting capabilities, and related support services necessary to support centralized centralized ambulatory call center operations.

## B. Scope of Services

1. Call Center Solution

*The selected vendor shall provide a managed call center platform for NHCC's ambulatory practices, supplemental staffing, and related operational support services, including:*

a. Appointment scheduling, rescheduling, pre-registration, and referral coordination
b. Real-time insurance verification
c. HIPAA-compliant patient communication services
d. Support NHCC value-based care communications
e. Multi-channel patient communications including phone, SMS/text, email, and web-based workflows
f. Language access and multilingual communication support capabilities. At a minimum, English and Spanish should be supported. NHCC requires that any supplemental staff be able to learn and use NHCC language translation services.

2. Reporting, Analytics & Operational Oversight

*The platform must provide operational transparency and performance visibility supporting NHCC leadership and operational oversight, including:*

a. At a minimum, vendor reporting should include key performance metrics, including, but not limited to speed-to-answer, abandonment rates, first-call resolution, and scheduling activity.
b. Vendor should describe patient satisfaction reporting capabilities.
a. Workforce oversight and operational coordination for vendor-provided staffing resources
b. Quality assurance ("QA") methodologies
c. Training, onboarding, and workflow support

4. Technology, Integration & Security

*The platform must support secure, scalable, and interoperable patient access operations, including:*

a. Integration with NHCC's current and future-state clinical, registration, scheduling, billing, and telephony environments. Vendor must describe its approach to integrating with each of the systems identified below, including supported interface methods, prior implementation experience, and any anticipated dependencies or limitations.
b. Current-State Environment:
    - Clinical/EMR: Altera Sunrise Clinical Manager (SCM) 25.1
    - Registration, Scheduling & Billing: Eagle 2000
    - Telephony: Alcatel-Lucent enterprise contact center platform (on-premises)
c. Future-State Environment:
    - NHCC anticipates one or more enterprise platform transitions during the term of any resulting contract, which may include replacement of the current EMR

and/or registration/scheduling/billing systems with platforms such as Oracle Health and Oracle Financials, Epic EMR and Epic Financials, or comparable enterprise solutions.
    - Vendor must describe its approach to maintaining integration continuity across such transitions, including its experience integrating with the platforms identified above and any associated cost, timeline, or operational implications.
    - Telephony Integration Requirements: Regardless of whether the vendor-provided platform replaces NHCC's existing call center software, the solution must integrate with NHCC's existing Alcatel-Lucent telecom infrastructure.
    - Vendors should clearly indicate whether their proposed solution: operates on top of NHCC's existing call center software; replaces NHCC's current call center software while continuing to integrate with the underlying Alcatel-Lucent telecom platform; or offers both options. Vendors must describe supported integration methods (e.g., SIP trunking, CTI, API-based integration) and prior experience integrating with Alcatel-Lucent environments.
    - HL7, FHIR, API-based, and other secure interoperability capabilities
    - Workflow automation, patient engagement, and operational escalation management capabilities
    - Role-based access controls, audit logging, and cybersecurity protections
    - HIPAA compliance and applicable regulatory/security requirements

5. Implementation, Support & Innovation
    a. Implementation planning, workflow configuration, onboarding, and go-live support
    b. End-user training and operational support services
    c. Service level agreements ("SLAs") and escalation support procedures
    d. Business continuity and disaster recovery capabilities

## III. DELIVERABLES

The selected vendor shall provide:

a. Fully operational healthcare call center and patient access services, including supplemental staffing support.
b. Operational implementation and onboarding support
c. Reporting dashboards and analytics tools
d. Quality assurance and workforce management programs
e. Patient satisfaction and feedback methodologies
f. Training materials and operational documentation
g. Business continuity and disaster recovery procedures
h. Ongoing operational support services

## IV. MINIMUM QUALIFICATIONS

The Proposer must demonstrate:

a. Minimum three (3) years of healthcare-related call center experience
b. Experience supporting hospital systems or FQHCs
c. Demonstrated experience supporting patient outreach, continuity-of-care initiatives, preventive care campaigns, and related patient engagement activities
d. Demonstrated HIPAA compliance and healthcare regulatory expertise

e. Strong patient satisfaction and operational performance history
f. Financial stability and organizational capacity to support a healthcare system of NHCC's size and complexity
g. Vendor must be able to support, at a minimum, a volume of 10,000 calls per month

V. EVALUATION CRITERIA

Proposals will be evaluated based upon;

a. Cost effectiveness and financial value– 50%
b. Vendor expertise and quality of proposed solution – 50%

VI. PRICING REQUIREMENT

Vendor must clearly provide:

a. Staffing and operational pricing structure
b. Implementation and onboarding cost
c. Ongoing operational support fees
d. Technology and licensing costs, if applicable
e. Any optional or variable pricing components

VII. DATA OWNERSHIP, COMPLIANCE AND TRANSITION

a. All NHCC data shall remain the sole property of NHCC
b. Vendor must maintain HIPAA-compliant data management practices
c. Vendor must maintain secure data export and transition capabilities
d. Vendor must cooperate with NHCC to ensure orderly operational transition upon termination or expiration of services
e. Vendor must support transition of workflows, operational reporting, and applicable documentation upon termination

SCHEDULE B

I. PROPOSAL PROCESS AND REQUIREMENTS

Proposal Submission

NHCC invites qualified Proposers to submit proposals for the services described in this RFP. Proposals must conform to the requirements set forth herein; non-conforming proposals may be disqualified.

The RFP is available through the designated NHCC contact office and may also be downloaded via the "Doing Business with NuHealth" link at www.numc.edu.

Submission Requirements:

- Electronic Media: One (1) electronic copy sent via email to:
  - RFPSubmissions@numc.edu

Note:

- Electronic copies of the proposal must be received by NHCC no later than 4:00 p.m. on the specified due date.
- Incomplete submissions may result in disqualification.

The selected Proposer will enter into negotiations with NHCC regarding contract terms. If agreement cannot be reached within a reasonable time, NHCC may reject that Proposer and begin negotiations with others.

Proposals should be clear, concise, and responsive to the RFP.

II. CONTENTS OF PROPOSALS

Each proposal must include the following:

1. Proposer Information
   - Name and contact information (address, phone, fax, email).
   - Organizational structure (corporation, partnership, LLC, etc.), date and state of formation, ownership details (including any person/entity holding ≥5% interest).

2. Background & Operations
   - History of the firm and services provided.
   - Demonstrated qualifications and relevant experience in healthcare patient access operations, managed call center services, scheduling operations, workflow automation, and healthcare technology integration.

3. References
   - At least three professional references, including contact information.

4. Regulatory & Legal Disclosures
   - Any material negative findings, sanctions, or pending proceedings.
   - Criminal convictions (past 10 years) of the firm, officers, directors, or affiliates.
   - Civil penalties, judgments, consent decrees, violations, or sanctions (past 10 years).
   - Current investigations, indictments, or litigation.
   - Revocations or suspensions of permits/authority to do business (past 10 years).
   - Barring from public proposal submission (past 10 years).

5. Scope of Services & Work Plan
    - Proposed methodology, approach, and timeline.

6. Fee & Cost Proposal
    - Clear identification of all costs, including billing practices and reimbursable categories.

7. Conflict of Interest Disclosures
    - Any material financial or family relationships that may create an actual or perceived conflict of interest.
    - Procedures the firm has in place (or will adopt) to mitigate conflicts.

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 & 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 toensure 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 theirproposal, 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 COMPLIANCE

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 theAffirmation of Understanding of an 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 prospectivebidders during the Restricted Period, make a determination of the responsibility ofbidders and make all such information publicly available in accordance withapplicable 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.

VII. TERMS AND CONDITIONS

A. General Provisions

- **Scope Consistency:** This RFP and any resulting contract apply strictly and exclusively to Managed Call Center for Nassau University Medical Center (NUMC). This scope supersedes any conflicting language or legacy service references that may appear elsewhere in this document or its supporting exhibits.

- **Data Ownership and Security:** All patient, clinical, and operational data - including call recordings, metadata, and analytics—remain the sole and exclusive property of NHCC. The

vendor shall ensure full HIPAA compliance and data portability upon termination of services.

- **Payment Terms and Late Fees:** In alignment with NHCC financial standards, invoices are payable within 30 days of receipt. No late fees, interest, or penalties shall apply to payments made beyond 30 days of the due date.

- **No Commitment to Award:** This RFP is an invitation for proposals only and does not constitute a commitment by NHCC to award a contract or to procure services. NHCC reserves the right to accept or reject any or all proposals, to negotiate with qualified Proposers, or to cancel this RFP in its entirety if deemed in the best interest of the Corporation.

- **Right to Internalize:** NHCC reserves the right to adjust the hybrid staffing model at its discretion, including the further internalization of staff or the modification of vendor-provided supplemental staffing levels based on operational performance.

B. NHCC Rights

NHCC reserves, in its sole discretion, the right to:

1. Disqualify proposals that fail to meet RFP requirements.
2. Conduct private interviews with selected Proposers.
3. Select proposals that best serve NHCC's interests, regardless of cost.
4. Waive or extend deadlines.
5. Accept proposals, in whole or in part.
6. Conduct site visits or field investigations.
7. Request additional information.
8. Cancel, amend, or reissue this RFP at any time.
9. Negotiate with any, all, or none of the Proposers and discontinue negotiations at any time.
10. Request new or revised proposals, including updated financial terms.

C. Costs and Risks

All costs of preparing and submitting a proposal are the sole responsibility of the Proposer. NHCC will not reimburse any expenses incurred in connection with this RFP or subsequent negotiations.

D. Contract Negotiations

- NHCC intends to negotiate a written agreement with the selected Proposer(s).
- The final contract will be subject to review and approval by NHCC General Counsel, and will generally include NHCC's standard contract provisions (Schedule C and Exhibit JC).
- This RFP and the selected proposal may be incorporated into the final agreement.
- The contract will represent the entire agreement; in the event of a conflict, the contract will control.

E. Contract Award / Approval Conditions

Any contract resulting from this RFP shall be subject to approval by NHCC leadership, the NHCC Board of Directors, and the Nassau County Interim Finance Authority ("NIFA"), if applicable. NHCC reserves the right to withhold contract award or contract execution pending completion of all required forms and approvals.

F. Assignment & Subcontracting
Proposers may not assign proposals or enter into agreements with third parties to perform services on their behalf without NHCC's prior written consent.

G. Governing Law & Jurisdiction
This RFP and any resulting contract will be governed by the laws of the State of New York. All legal actions must be brought in courts located in Nassau County or the U.S. District Court for the Eastern District of New York. Proposers waive the right to a jury trial.

H. Proposal Validity & Authorization
Proposals must remain firm for at least 180 days and be signed by an authorized officer who can bind the Proposer contractually. The proposal must also identify the individual(s) with authority to negotiate and finalize agreements.

I. Ownership of Submissions
All proposals become the property of NHCC. By submitting, Proposers waive any claim for damages related to misunderstanding, misrepresentation, or lack of information.

J. Ownership of Work Product
All work, data, programs, analyses, or materials developed under the contract will be deemed works made for hire and will be the sole property of NHCC. If not legally deemed works made for hire, Proposers agree to irrevocably assign all rights, title, and interest to NHCC, including copyright ownership in perpetuity.

# SCHEDULE "C" – 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 beused 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 consentof 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 whichCONTRACTOR 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 withNHCC 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, (iv) excess liability limits of not less than $1,000,000 for each occurrence and $2,000,000 annual aggregate; (v) network security/cyber/privacy breach insurance at minimum of $1,000,000 per occurrence; and (vi) 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 dateof 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.

(ii) 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 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.

(a) 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 convenient. 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, municipalityor 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/or approval by the Nassau County Internal Finance Authority, 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.

[Remainder of page intentionally left blank]

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. Notwithstandingthe 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 andNuHealth policy;
- Copy of license, certification, or registration when applicable;
- Documentation that individual's knowledge and experience and competence are appropriate for his orher 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 Margaret Lowe in Legal Department, 19th Floor.

"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. 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: _____

[Remainder of page intentionally left blank]

# 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

(Please circle one)  yes  no

# Disclosure of Prior Non-Responsibility Determinations Form

Name of Contractor: _____

Address: _____

_____

Name and Title of Person Submitting this Form: _____

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

No Yes

If yes, was the basis for the finding of the Contractor's non-responsibility due to the intentional provision of false or incomplete information? (Please circle one):

No Yes

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

Covered Agency or Authority: _____

Year of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

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

No Yes

# 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<br>☐ MBE<br>☐ WBE | | | |
| 2. | NYS ESD CERTIFIED<br>MBE<br>WBE<br>☐ | | | |
| 3. | ☐ NYS ESD CERTIFIED<br>MBE<br>WBE<br>☐ | | | |
| 4. | ☐ NYS ESD CERTIFIED<br>MBE<br>WBE<br>☐<br>☐ | | | |

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|---|---|---|---|---|
| 5. | NYS ESD CERTIFIED<br>MBE<br>WBE | | | |
| 6. | NYS ESD CERTIFIED<br>MBE<br>WBE | | | |
| 7. | NYS ESD CERTIFIED<br>MBE<br>WBE | | | |
| 8. | NYS ESD CERTIFIED<br>MBE<br>WBE | | | |
| 9. | NYS ESD CERTIFIED<br>MBE<br>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.

## PARTICIPATION OPPORTUNITIES FOR NEW YORK STATE CERTIFIED SERVICE-DISABLED VETERAN-OWNED BUSINESSES

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. Nassau Health Care Corporation recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of Nassau Health Care Corporation contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

Nassau Health Care Corporation has set an overall goal of 6% of discretionary spend utilization with SDVOBs. Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/veterans/. Bidder/Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.