



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

REQUEST FOR PROPOSAL (RFP)
FOR
EMERGENCY DEPARTMENT POINT-OF-CARE ULTRASOUND (POCUS)
WORKFLOW MANAGEMENT PLATFORM

REQUEST FOR PROPOSAL #: 015-2026

Introduction

Nassau Health Care Corporation (NHCC) is seeking proposals from qualified vendors to provide a Point-of-Care Ultrasound (POCUS) Workflow Management Platform exclusively for the Nassau University Medical Center (NUMC) Emergency Department (ED). The platform will manage the ED's POCUS lifecycle, including patient matching, modality connectivity for ED ultrasound fleets, image archiving, structured clinical reporting, quality assurance (QA), ED provider credentialing, resident education, and bidirectional integration with the organization's Electronic Health Record (EHR), PACS, and billing systems.

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 Emergency Department Point-of-Care Ultrasound (POCUS) Workflow Management Platform.

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 Turnpike, East Meadow, NY 11554

RFPSubmissions@numc.edu

Anticipated Schedule*

- | | |
|---------------------------|-------------------------------|
| ○ Issue RFP | September 29, 2026 |
| ○ Deadline for Questions | October 9, 2026 |
| ○ Proposals Due | October 21, 2026 at 4:00 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 Podiatric 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.”

II. SERVICES SPECIFICATIONS

A. SCOPE OF WORK

1. ED Device Connectivity & Modality Management

- Provide vendor-neutral, device-independent connectivity for the specific cart-based and handheld ultrasound systems utilized within the NUMC ED.
- Support standard DICOM Modality Worklist (MWL), DICOM image/cine-loop transmission, automated metadata parsing, and bedside barcode/wristband patient identification.

- Automatically associate ultrasound studies with corresponding ED patient encounters, orders, and performing emergency clinicians.

2. Image Archive, Study Management & Viewing

- Provide zero-footprint, web-based, and mobile-friendly viewers optimized for fast-paced ED environments to view still images, dynamic cine-loops, and embedded measurement data.
- Support intelligent routing of validated clinical studies to the enterprise PACS/VNA.
- Maintain segregation of ED educational/training examinations from the permanent clinical archive when required.

3. Emergency Medicine Structured Reporting & EHR Integration

- Supply customizable, Emergency Medicine-specific structured reporting templates (e.g., eFAST, RUSH, cardiac, biliary, aorta, pelvic, DVT).
- Enable automated transfer of discrete ultrasound measurements and findings into EHR ED provider notes.
- Support HL7 (ADT, ORM/OML, ORU, DFT) and modern FHIR APIs for bidirectional synchronization, electronic provider signatures, and embedded EHR viewing links.

4. Quality Assurance (QA) & Program Governance

- Provide configurable QA review worklists tailored for the ED Ultrasound Director and core faculty.
- Include automated case routing, image annotation tools, standardized grading rubrics, and direct reviewer-to-operator feedback channels for continuous quality improvement.

5. ED Education, Training & Provider Credentialing

- Digital learner portfolios tracking total scans, pathology distribution, QA scores, and faculty sign-offs for Emergency Medicine residents and fellows.
- Credentialing and privileging tracking modules to manage initial pathway verification and recurring privilege renewals for ED attending physicians.

6. Revenue Cycle & Charge Capture Integration

- Automated CPT and modifier mapping for professional and technical components based on completed, signed ED structured reports.

- Billing rules engine to validate required anatomical views for ED billing, identify missing charges, generate HL7 DFT feeds, and flag unbilled or rejected exams.

7. Architecture, Security & Hosting

- Flexible deployment models (Cloud/SaaS, Hosted, or On-Premises) with high availability suitable for 24/7 ED operations.
- Full compliance with HIPAA; end-to-end encryption; role-based access control (RBAC); active directory integration; and granular audit logging.

8. Implementation, Data Migration, Training & Support

- Complete turnkey implementation services focused on the ED footprint: workflow discovery, interface engineering, DICOM modality configuration, and User Acceptance Testing (UAT).
- Role-based training programs tailored for emergency clinicians, ED ultrasound directors, QA reviewers, and billing teams.
- 24/7/365 ongoing software maintenance, updates, and emergency technical support with explicit Service Level Agreements (SLAs).

9. Service Level Agreements (SLA) & Performance Guarantees

To ensure the high-availability demands of the Emergency Department are met, the Vendor must formally agree to the following performance and support metrics:

- System Uptime Guarantee: The Vendor shall guarantee a minimum system availability and uptime of 99.99% per calendar month, excluding scheduled and mutually agreed-upon maintenance windows during off-peak hours.
- Incident Response Times: The Vendor shall provide 24/7/365 ongoing technical support. Support shall include defined service-level agreements for incidents with the following maximum response times:
 - Critical (Severity 1): System down or core ED clinical workflow halted — Response within 30 minutes.
 - High (Severity 2): Significant performance degradation or core feature failure — Response within 2 hours.
 - Medium/Low (Severity 3 & 4): Non-critical bugs or administrative queries — Response within 1 business day.
- Penalty Clauses (Service Credits): If the Vendor fails to meet the 99.99% uptime guarantee in any given month, the Vendor shall issue a service credit to Nassau Health

Care Corporation equal to a predefined percentage of the monthly/annual support and hosting fees (e.g., 5% credit for 99.0% - 99.98% uptime, 10% credit for < 99.0%).

- Termination for Cause: Repeated failure to meet the SLA uptime guarantee for three (3) consecutive months, or four (4) months within a 12-month period, shall constitute a material breach and provide NHCC with grounds for contract termination without penalty.

10. Period Covered

- The RFP will be for a three (3) year base period with three (3) additional, one (1) year extensions.

III. EVALUATION CRITERIA

Before scoring, NHCC will determine whether each proposal is responsive and the Proposer is responsible. Failure to satisfy a minimum qualification, provide required certifications or disclosures, accept material RFP requirements, or demonstrate the legal and operational ability to perform may result in disqualification. Only responsive proposals from responsible Proposers will be scored. NHCC may verify submitted information, contact references, require demonstrations or interviews, and consider relevant information from independent sources.

Evaluation Category	Weight	Focus Areas & Evaluation Standards
1. Emergency Medicine Clinical Functionality	30%	• Breadth and usability of Emergency Medicine reporting templates • ED-specific QA workflows, grading tools, and real-time feedback loops • Resident education and attending credentialing tracking tools • Mobile/bedside accessibility and speed in a high-acuity setting
2. Technical Architecture & Interoperability	20%	• Device-neutral DICOM MWL / storage across the ED ultrasound fleet • Integration capabilities (EHR, PACS/VNA, Billing via HL7 v2.x, FHIR) • Enterprise security (HIPAA compliance, SSO, encryption, DR)
3. Revenue Cycle & Operational Analytics	15%	• Automated CPT/billing rule verification and DFT generation for ED workflows • Unbilled study reconciliation and charge capture efficiency • ED operational, QA, and financial dashboards
4. Implementation & SLA Support	15%	• Detailed project management and deployment timeline specific to the ED

Evaluation Category	Weight	Focus Areas & Evaluation Standards
		• User training strategy designed for shift-working clinicians • Formal acceptance of SOW Section 9 SLA tiers, emergency support responsiveness, and financial penalty clauses
5. Total Cost of Ownership (TCO)	20%	• Transparent pricing model (licensing, hosting, ED user tiers, modality connections) • Implementation and interface development fees • Annual recurring maintenance and support over a 3–5 year lifecycle

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 $\geq 5\%$ interest).
2. Background & Operations
 - History of the firm and services provided.
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. REQUIRED PROPOSAL SUBMISSION CHECKLIST

- Proposal narrative addressing all required contents in Section II.
- Pricing proposal identifying all rates, fees, billing practices, and reimbursable categories, if any.
- All required disclosure forms and certifications referenced in this RFP, including any Procurement Law compliance forms.
- MWBE Utilization Plan, if required by this RFP and applicable to the Proposer.
- Any requested references, licenses, and supporting documentation demonstrating qualifications.
- A cover letter signed by an authorized representative identifying the person(s) authorized to negotiate on behalf of the Proposer.

IV. CONFIDENTIAL INFORMATION

The New York State Freedom of Information Law, Public Officers Law Article 6, governs public access to records and may require disclosure of proposals submitted in response to this RFP. A Proposer seeking confidential treatment of any portion of its proposal must clearly identify the specific material claimed to constitute a trade secret or confidential commercial information and provide a written explanation supporting the claimed exemption. Blanket designations will not be accepted. NHCC will evaluate any request for confidential treatment in accordance with applicable law but cannot guarantee that designated material will be withheld. NHCC assumes no responsibility for disclosure of material that is not properly identified and supported.

V. 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 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.

VI. 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 the Affirmation 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 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.

VII. TERMS AND CONDITIONS

A. General Provisions

- **Scope Consistency:** This RFP and any resulting contract apply strictly and exclusively to EMERGENCY DEPARTMENT POINT-OF-CARE ULTRASOUND (POCUS) WORKFLOW MANAGEMENT PLATFORM for Nassau Health Care Corporation. This scope supersedes any conflicting language or legacy service references that may appear elsewhere in this document or its supporting exhibits.
- **Payment Terms and Late Fees:** Subject to NHCC's receipt of a complete and accurate invoice and required supporting documentation, approved invoices will be paid in accordance with applicable law and NHCC payment procedures. No late fee, finance charge, interest, collection charge, or other penalty shall apply except to the extent expressly required by non-waivable law.
- **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.

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 reports, policies, procedures, training materials, analyses, incident summaries, staffing plans, and other deliverables specifically created for NHCC under the contract will be owned by NHCC and, to the extent permitted by law, deemed works made for hire. The Proposer shall retain ownership of materials demonstrably developed independently of the contract and identified in its proposal. To the extent such pre-existing materials are incorporated into or necessary to use a deliverable or continue the Services, the Proposer grants NHCC a perpetual, irrevocable, royalty-free, fully paid, non-exclusive license to use, reproduce, modify, distribute, and permit its contractors and governmental oversight bodies to use those materials for NHCC operations and related purposes.

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 an employee of NHCC, (ii) commit NHCC to any obligation, or (iii) hold itself, himself, or herself out as an employee of NHCC or Person with the authority to commit the NHCC to any obligation. As used in this Agreement, the word “Person” means any individual person, entity (including partnerships, corporations and limited liability companies), and government or political subdivision thereof (including agencies, bureaus, offices and departments thereof).

3. Compliance with Laws and NHCC Policies.

(a) Generally. CONTRACTOR shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, identity theft, human rights, and disclosure of information, in connection with its performance under this Agreement. As used in this Agreement the word “Law” includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted. In addition, CONTRACTOR shall follow all requirements of NHCC policies, procedures, quality assurance measures and performance improvement programs, including sentinel events/occurrences. Furthermore, CONTRACTOR shall maintain compliance with applicable standards of accreditation programs as required by NHCC, including, without limitation, The Joint Commission.

(b) Records Access. The parties acknowledge and agree that all records, information, and data (“Information”) acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the contract or as required by law. CONTRACTOR acknowledges that CONTRACTOR Information in NHCC’s possession may be subject to disclosure under Article 6 of the New York State Public Officer’s Law (“Freedom of Information Law” or “FOIL”). In the event that such a request for disclosure is made, NHCC shall make reasonable efforts to notify CONTRACTOR of such request prior to disclosure of the Information so that CONTRACTOR may take such action as it deems appropriate.

(c) Protection of Information. CONTRACTOR acknowledges and agrees that all information that CONTRACTOR acquires in connection with performance under this Agreement shall be strictly confidential, used solely for the purpose of performing services to or on behalf of NHCC and shall not be disclosed to third parties except (i) as permitted under this Agreement, (ii) with the written consent of NHCC (and then only to the extent of the consent), or (iii) upon legal compulsion. In furtherance of the foregoing,

CONTRACTOR and its employees, partners and agents shall keep the confidentiality of medical records and/or information including, but not limited to, HIV related information, relating to the care and treatment of NHCC patients, that may be obtained by CONTRACTOR in the performance of its duties hereunder, and shall maintain the confidentiality of all such records and information including, but not limited to, HIV related information, in conformity and consistent with applicable policies and standards of The Joint Commission, the confidentiality requirements of the New York State Public Health Law ("PHL") and the regulations promulgated thereunder, including, but not limited to, PHL Section 2782, and 10 NYCRR 415.22 and Parts 24 and 63 or as same may, from time-to-time, be amended as well as any other state and federal regulation regarding patient confidentiality, including, but not limited to, the regulations pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). **If applicable, CONTRACTOR further agrees to maintain and safeguard the confidentiality of health information relating to NHCC patients in accordance with the provisions a Business Associate Agreement.** In the event of a breach by CONTRACTOR of this provision, NHCC may, at its option, terminate this Agreement immediately upon written notice to CONTRACTOR. The provisions of this paragraph shall survive this Agreement.

(d) Patient Care/Contact. In the event that the services to be provided by CONTRACTOR or a CONTRACTOR Agent under this Agreement involve patient care or contact, CONTRACTOR acknowledges and agrees that all individuals performing such services shall: (i) be in good health and comply with all applicable health, immunization and infection control standards required of NHCC employees and (ii) be subject to successful completion of a background investigation substantially similar to those required of NHCC employees. CONTRACTOR represents and warrants that it is not aware of the existence of any facts or circumstances that indicate it would be inappropriate for such individuals to perform services under this Agreement. NHCC reserves the right to charge a CONTRACTOR a reasonable fee for costs associated with performing health services and/or background investigations necessary to ensure compliance with this paragraph.

(e) NHCC Compliance Programs. CONTRACTOR agrees to adhere, and cooperate fully with, NHCC's corporate compliance program requirements applicable to all NHCC vendors, contractors, consultants and agents. This information is available via NHCC's website at: <http://www.nuhealth.net/about/doing-business-with-nuhealth.asp>

(f) Doing Business. CONTRACTOR represents and warrants that: (a) it is properly licensed to do business in New York State and Nassau County, if applicable, (b) it is in good standing under such license(s), and (c) the activities conducted by it under such license(s) with respect to the services referenced above are in compliance with all requirements of the Laws governing such license(s). CONTRACTOR hereby agrees that it will continuously maintain (i) its existence and shall not dissolve or permit its dissolution, and (ii) its right to do business in New York State and Nassau County.

4. Minimum Service Standards. Regardless of whether required by Law:

(a) CONTRACTOR shall, and shall cause CONTRACTOR Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

(b) CONTRACTOR shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the CONTRACTOR operates. CONTRACTOR shall take all actions necessary or appropriate to meet the obligations described in the immediately preceding sentence, including obtaining and maintaining, and causing all CONTRACTOR Agents to obtain and maintain, all approvals, licenses, and certifications ("Approvals") necessary or appropriate in connection with this Agreement.

5. Indemnification; Defense; Cooperation.

(a) CONTRACTOR shall be solely responsible for and shall indemnify and hold harmless NHCC and its officers, employees, and agents (the "Indemnified Parties") from and against any and all liabilities, losses, costs, expenses (including, without limitation, attorneys' fees and disbursements) and damages ("Losses"), arising out of or in connection with any acts or omissions of CONTRACTOR or a CONTRACTOR Agent, regardless of whether due to negligence, fault, or default, including Losses in connection with any threatened investigation, litigation or other proceeding or preparing a defense to or

prosecuting the same; provided, however, that CONTRACTOR shall not be responsible for that portion, if any, of a Loss that is caused by the negligence of NHCC.

(b) CONTRACTOR shall, upon the NHCC's demand and at the NHCC's direction, promptly and diligently defend, at CONTRACTOR'S own risk and expense, any and all suits, actions, or proceedings which may be brought or instituted against one or more Indemnified Parties for which CONTRACTOR is responsible under this Section, and, further to CONTRACTOR'S indemnification obligations, CONTRACTOR shall pay and satisfy any judgment, decree, loss or settlement in connection therewith.

(c) CONTRACTOR shall, and shall cause CONTRACTOR Agents to, cooperate with NHCC in connection with the investigation, defense or prosecution of any action, suit or proceeding in connection with this Agreement, including the acts or omissions of CONTRACTOR and/or a CONTRACTOR Agent in connection with this Agreement.

(d) The provisions of this Section shall survive the termination of this Agreement.

6. Insurance.

(a) Types and Amounts. CONTRACTOR shall obtain and maintain throughout the term of this Agreement, a minimum of, 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 with limits of not less than \$3,000,000 for each occurrence and \$5,000,000 annual aggregate, (v) network security/cyber/privacy breach insurance, if applicable, 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 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.

(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 with 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, unless (i) all required NHCC approvals have been obtained, including, if applicable, approval by the NHCC Board of Directors and the Nassau County Interim Finance Authority, and (ii) this Agreement has been executed by the President or another duly authorized NHCC representative.

(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. 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 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

Y

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: _____

[illegible]

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

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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 MBE WBE			
2.	NYS ESD CERTIFIED MBE WBE			
3.	NYS ESD CERTIFIED MBE WBE			
4.	NYS ESD CERTIFIED MBE WBE			

5.	NYS ESD CERTIFIED MBE WBE			
6.	NYS ESD CERTIFIED MBE WBE			
7.	NYS ESD CERTIFIED MBE WBE			
8.	NYS ESD CERTIFIED MBE WBE			
9.	NYS ESD CERTIFIED MBE 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.

Affirmation of Understanding of and Agreement pursuant to State Finance Law §139-j

We affirm that we understand and agree to comply with the procedures of Nassau Health Care Corporation relative to permissible contacts as required by State Finance Law §139-j

By _____ Date: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address:

Exhibit "BA" - BUSINESS ASSOCIATE AGREEMENT

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (the "**Agreement**") is entered into effective as of the date of Covered Entity's signature below (the "**Effective Date**"), by and between the undersigned business associate ("**Business Associate**") and Nassau Health Care Corporation, on behalf of itself and its affiliates (individually and collectively, the "**Covered Entity**"). Business Associate and Covered Entity may be individually referred to as a "**Party**" and, collectively, the "**Parties**" in this Agreement.

WHEREAS, Covered Entity and Business Associate have entered into certain services agreements under which Business Associate will be providing certain services to or on behalf of Covered Entity (the "**Underlying Services Agreement**") and Covered Entity wishes to disclose certain information to Business Associate pursuant to the terms of such Underlying Services Agreement, some of which may constitute Protected Health Information.

WHEREAS, in connection with providing services under the Underlying Services Agreement, Business Associate will receive, use, disclose, create, maintain and/or transmit Protected Health Information ("**PHI**") on behalf of Covered Entity; and

WHEREAS, Covered Entity and Business Associate acknowledge their respective obligations to protect the privacy and provide for the security of PHI in compliance with the privacy and security requirements set forth in 45 C.F.R. Parts 160 through 164, as amended (the "**Regulations**"), issued by the United States Department of Health and Human Services ("**HHS**") under Title II, Subtitle F "Administrative Simplification" of the Health Insurance Portability and Accountability Act of 1996 (as amended, "**HIPAA**") and the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"). The Regulations, HIPAA and HITECH are hereinafter referred to collectively as the "**Acts**".

NOW, THEREFORE, for purposes of compliance with HIPAA, the parties, agree to the terms and conditions set forth in this Agreement.

1. **Definitions.** Any capitalized terms used in this Agreement not otherwise defined shall have the meaning ascribed to them in the Acts.
2. **Status of Parties.** Business Associate hereby acknowledges and agrees that Covered Entity is a Covered Entity and that, in performing its obligations under the Underlying Services Agreement, Business Associate is a Business Associate of Covered Entity under HIPAA and the HIPAA Regulations. This Agreement consolidates and supersedes any previously existing business associate agreements between the parties and/or their respective affiliates.
3. **Permitted Uses and Disclosures by Business Associate.** Business Associate may use or disclose PHI only for the following purposes:
 - 3.1. Business Associate may use or disclose PHI as permitted or required under the Underlying Services Agreement.
 - 3.2. Business Associate may use or disclose PHI, if necessary, for Business Associate's proper management and administration or to fulfill any present or legal responsibilities of Business Associate; provided, however, that if Business Associate discloses PHI to a third

party for such purpose, Business Associate shall (i) obtain reasonable assurances from the person or entity to whom the PHI is disclosed to that it will be held confidentiality and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to such person or entity and (ii) obligate such person or entity to notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been Breached.

3.3. Business Associate may use or disclose PHI as Required by Law.

4. **Limitations on Use and Disclosure**

4.1. Business Associate shall not use or disclose PHI except as permitted by Section 3 hereof. Business Associate shall not use or disclose PHI received from, or created, maintained, received, or transmitted on behalf of, Covered Entity in a manner that would violate the Acts (including the minimum necessary requirements thereof) or applicable state law that is not preempted by the Acts if done by Covered Entity. Business Associate acknowledges and agrees that the requirements of the Acts and applicable state laws not preempted by the Acts that relate to privacy or security are applicable to Business Associate in the same manner that such requirements are applicable to Covered Entity. All such requirements described in this Section are incorporated by reference into this Agreement.

4.2. In the event that any employee, contractor, Subcontractor or agent of Business Associate that uses any system with, or has access to, any PHI of Covered Entity is terminated, suspended or otherwise ceases to provide services on behalf of Covered Entity pursuant to the Underlying Services Agreement, Business Associate shall immediately notify Covered Entity so that all access to such PHI can be terminated.

4.3 Business Associate acknowledges that in receiving or processing any substance use disorder PHI that is subject to 42 C.F.R. Part 2 ("Part 2") or other PHI subject to applicable state laws not preempted by the Acts, Business Associate is bound by the requirements of Part 2 or such laws. Business Associate shall not disclose PHI that is subject to Part 2 or other applicable state laws not preempted by the Acts except to the extent specifically permitted and as set forth under Part 2 or applicable state laws. Business Associate shall, to the extent necessary, resist in judicial proceedings any efforts by third party to obtain access to PHI subject to Part 2 or other applicable state laws not preempted by the Acts except as permitted by Part 2 or the applicable state laws.

5. **Safeguards.** Business Associate shall comply with the security standards at 45 C.F.R. Parts 160 and 164. Notwithstanding the generality of the foregoing, Business Associate agrees to comply with each of the Standards and Implementation Specifications of 45 C.F.R. §§ 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.314 (Organizational Requirements), and 164.316 (Policies and Procedures and Documentation Requirements) with respect to Electronic Protected Health Information ("Electronic PHI") that it creates, receives, maintains, or transmits on behalf of Covered Entity.

6. **Minimum Necessary.** Business Associate shall ensure that all uses and disclosures of PHI will comply with the minimum necessary requirements of the Acts.

7. **Delegation of Obligations.** To the extent Business Associate is to carry out a Covered Entity's obligation under the Acts, Business Associate shall comply with the requirements of the Acts that apply to the Covered Entity in the performance of such obligation.
8. **Subcontractors and Agents.** In the event that Business Associate discloses any PHI received from, or created, received, maintained or transmitted by Business Associate on behalf of Covered Entity to any Subcontractor, prior to any such disclosure Business Associate shall have with each Subcontractor an agreement in writing to be bound by restrictions and conditions regarding the use and disclosure of PHI at least as restrictive as are applicable to the Business Associate under this Agreement and in accordance with 45 C.F.R. 164.502(e)(1)(ii) and 164.308(b)(2). Business Associate shall provide Covered Entity with copies of such written agreements upon Covered Entity's request.
9. **Reporting and Mitigation of Improper Disclosures.** Business Associate shall fully cooperate with Covered Entity and make best efforts to mitigate, to the extent practicable, any harmful effects of any improper use or disclosure of PHI of which it becomes aware.
10. **Reporting of Breaches & Security Incidents.**
 - 10.1 **Notification to Covered Entity.** Business Associate shall notify Covered Entity of any Breach and any Successful Security Incident involving Covered Entity's PHI as soon as reasonably practicable after Business Associate's discovery of the Breach but in no event more than 24 hours following discovery thereof. A breach for purposes of this Agreement, is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer, agent or Subcontractor of Business Associate, other than the individual committing the Breach. Business Associate shall provide Covered Entity with all information necessary for Covered Entity to comply with Covered Entity's obligations under the Acts and applicable state laws with respect to such Breach and shall provide full cooperation to Covered Entity in connection with the investigation of the Breach and notification to the affected individuals.
 - 10.2 **Notification to Affected Individuals.** In the event of a Breach by Business Associate involving PHI maintained, transmitted, used or disclosed by Business Associate, Covered Entity, in its sole discretion, will determine which party shall be responsible for providing notification to the affected individuals in compliance with the Breach notification requirements set forth in the Acts or applicable state laws. The content of such notification shall be reasonably agreed upon by the Parties or, if the Parties cannot reasonably agree, as determined by Covered Entity. Without limiting Covered Entity's remedies under this Agreement or any other provisions in the Underlying Services Agreement, in the event of a Breach involving PHI maintained, transmitted, used or disclosed by Business Associate, Business Associate shall reimburse Covered Entity the cost of (i) providing any legally required notice to affected individuals, government agencies and media outlets, (ii) credit monitoring for such Individuals to the extent and for the time period required under applicable state law, (iii) operating a toll-free telephone call center to handle inquiries from such Individuals to the extent and for the time period deemed necessary by Covered

Entity in its reasonable discretion, and (iv) engaging outside experts, such as attorneys and information technology consultants to the extent deemed reasonably necessary by Covered Entity to oversee and verify Business Associate's mitigation and remediation of the Breach.

11. Individual Rights

11.1. Requests for Restrictions. Business Associate agrees to comply with requests for restrictions on Use or Disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522 or applicable state law, to the extent that such restriction may affect Business Associate's Use or Disclosure of such PHI.

11.2. Access to PHI. If Business Associate maintains PHI that is part of a Designated Record Set, when requested by Covered Entity, Business Associate agrees to provide access to such PHI in order to comply with 45 C.F.R. § 164.524, applicable state law that is not preempted by the HIPAA Regulations, and the applicable policies of Covered Entity. Such access will be provided by Business Associate in the time and manner reasonably designated by Covered Entity, but in no case greater than ten (10) business days. In the event any Individual requests access to PHI directly from Business Associate, Business Associate will promptly forward such request to Covered Entity so that Covered Entity can respond to such request in accordance with 45 C.F.R. § 164.524 and applicable state law that is not preempted by the HIPAA Regulations. Any denials of requested access to PHI will be the responsibility of Covered Entity.

11.3. Amendment to PHI. If Business Associate maintains PHI that is part of a Designated Record Set, when requested by Covered Entity or an Individual, Business Associate agrees to make any amendment(s) to such PHI that Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526, applicable state law that is not preempted by the HIPAA Regulations, and the applicable policies of Covered Entity. Such amendments will be made by Business Associate in the time and manner reasonably designated by Covered Entity.

11.4. Accounting of Disclosures. Business Associate agrees to provide to Covered Entity all information (including PHI) and records in Business Associate's possession necessary for Covered Entity to provide Individuals or their representatives with an accounting of disclosure of PHI in accordance with the Acts within ten (10) business days of a request by Covered Entity. Business Associate shall track and record all such disclosures to ensure compliance with this Section.

12. Access by HHS and Covered Entity. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI and the security of Electronic PHI available to Covered Entity, and to the Secretary of HHS or any officer or employee of HHS to whom the Secretary of HHS has delegated such authority, for the purposes of the Secretary of HHS's determining Covered Entity's compliance with the HIPAA Regulations. Such information will be made available in a time and manner reasonably designated by Covered Entity or the Secretary of HHS, as applicable.

13. Obligations of Covered Entity

- 13.1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices issued by Covered Entity pursuant to 45 C.F.R. § 164.520 to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- 13.2. Covered Entity shall notify Business Association of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- 13.3. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI to the extent that such changes may affect Business Associate's use or disclosure of such information.

14. Indemnification. Business Associate shall indemnify, defend and hold harmless Covered Entity and its affiliates from and against any claims, losses, expenses or other costs (including, but not limited to, reasonable attorneys' fees) arising from or relating to (i) the breach of this Agreement by Business Associate or (ii) any violation of the Acts by Business Associate or its employees or agents. Business Associate's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Underlying Services Agreement.

15. Prohibition on Sale of PHI. Business Associate agrees to comply with the prohibition of sale of PHI without authorization, unless an exception under 45 C.F.R. § 164.508 applies.

16. Term and Termination.

- 16.1. The term of this Agreement begins on the Effective Date and ends when all of the PHI maintained by Business Associate from or on behalf of Covered Entity is destroyed or returned to Covered Entity, or, if Business Associate determines that it is infeasible to return or destroy the PHI, protections are extended to such PHI in accordance with the termination provisions in this section.
- 16.2. Notwithstanding anything in the Underlying Services Agreement to the contrary, Covered Entity has the right to terminate the Underlying Services Agreement in the event (i) Business Associate breaches this Agreement and does not cure such breach within ten days of receiving written notice specifying the breach in detail; and/or (ii) such breach is incapable of cure or Business Associate has engaged in a pattern of material breaches as determined by Covered Entity in its sole discretion.
- 16.3. Upon termination of the Underlying Services Agreement for any reason, Business Associate shall return to Covered Entity or destroy all PHI in its possession or that of its Subcontractors or agents. Business Associate and its agents and Subcontractors shall retain no copies of the PHI. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall extend the protections of this BAA to the PHI, and limit further uses and disclosures of it to those purposes that make the return or destruction infeasible, for so long as Business Associate or its agents or Subcontractors hold such PHI.

17. Miscellaneous

- 17.1 Regulatory References. A reference in this Agreement to a section in HIPAA or the HIPAA Regulations means the section as in effect or as amended or superseded, and with which compliance is required.
- 17.2 Amendment. Covered Entity and Business Associate agree that amendment of this Agreement may be required to ensure that Covered Entity and Business Associate comply with changes in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI. Covered Entity may terminate this Agreement and the Underlying Services Agreement upon at least thirty (30) days' written notice to Business Associate in the event that the parties are unable to mutually agree on an amendment that Covered Entity believes is necessary to ensure that Covered Entity will be able to comply with such changed laws and/or regulations.
- 17.3 Survival. Business Associate's obligations under Sections 12, 14, 15 and 17 shall survive the termination of this Agreement.
- 17.4 Interpretation. Any ambiguity in this Agreement will be resolved in favor of a meaning that permits Covered Entity to comply with applicable law protecting the Privacy, Security and Confidentiality of PHI, including but not limited to HIPAA and the HIPAA Regulations.
- 17.5 State Law. Nothing in this Agreement will be construed to require Business Associate to Use or Disclose PHI without a written authorization/consent from an individual who is a subject of the PHI, or written authorization/consent from any other person, where such authorization would be required under state law for such use or disclosure.
- 17.6 Injunctive Relief. Covered Entity and Business Associate agree that any violation of the provisions of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law, in equity, or under this Agreement, Covered Entity will be entitled to seek and obtain an injunction and/or a decree of specific performance with respect to any violation of this Agreement or any threat thereof, without any bond or other security being required and without the necessity of demonstrating actual damages.
- 17.7 Indemnification. Business Associate and its agents or subcontractors will indemnify, hold harmless and defend Covered Entity, and all of its officers, trustees, employees, agents, students, volunteers, and medical staff members, from and against any and all claims, losses, liabilities, costs and other expenses (including, but not limited to, reasonable attorneys' fees) arising from or relating to (i) any negligent act or omission, or willful misconduct, of Business Associate in connection with this Agreement, (ii) any breach by Business Associate of this Agreement, or (iii) any violation by Business Associate of the Acts. A Party entitled to indemnification under this provision shall give prompt notice to the indemnifying Party of the commencement of any action relating to a third-party claim for which the indemnification is sought. The indemnifying Party shall be entitled to assume control of the defense of such action with counsel of its choosing. Indemnification

shall not be required if any claim is settled without the indemnifying Party's consent, which such consent shall not be unreasonably withheld.

- 17.8 No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended or will be deemed to confer upon any person other than Covered Entity, Business Associate, and their respective successors and assigns, any rights, obligations, remedies or liabilities.
- 17.9 Successors and Assigns. All covenants and agreements contained in this Agreement by or on behalf of any of the parties hereto shall bind and inure to the benefit of the respective successors and assigns of the parties hereto.
- 17.10 Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.
- 17.11 Primacy. The terms of this Agreement are hereby incorporated into the Underlying Services Agreement. In the event of a conflict between the terms of this Agreement and the terms of the Underlying Services Agreement, the terms of this Agreement shall prevail. The terms of the Underlying Services Agreement which are not modified by this Agreement shall remain in full force and effect in accordance with the terms thereof. The Underlying Services Agreement together with this Agreement constitutes the entire agreement between the parties with respect to the subject matter contained herein, and this Agreement supersedes and replaces any former business associate agreement or addendum entered into by the parties.
- 17.12 Applicable Law; Jurisdiction and Venue. This Agreement will be governed by and construed in accordance with the substantive laws of the United States of America and the State of New York. For the purposes of this Agreement, each party hereby irrevocably, unconditionally and exclusively submits to the jurisdiction of the United States federal courts located in Kings County, New York and of the state courts in Nassau County, New York, and irrevocably agrees that all actions or proceedings arising out of or relating to this Agreement will be litigated exclusively in such courts. Each party hereby expressly submits to the exclusive personal jurisdiction of and venue in such courts for the limited purposes of any suit, action or other proceeding (whether at law, in equity, or otherwise) relating to this Agreement, and expressly waives any claim of improper venue and any claim that any such court is an inconvenient forum.
- 17.13 Severability. In any portion of this Agreement is construed to be illegal, invalid or unenforceable, such portion shall be deemed stricken and deleted from this Agreement to the same extent and effect as if it were never incorporated herein, but all other portions shall continue in full force and effect; provided that such resulting construction of the Agreement does not frustrate a material purpose of the Agreement.
- 17.14 Independent Contractors. No provision of this Agreement is intended to create, nor may be deemed or construed to create any employment, agency, partnership, master/servant, or joint venture relationship between Covered Entity and Business Associate other than that of independent entities contracting with each other hereunder solely for the purpose

of effectuating the provisions of this Agreement. None of the parties nor any of their respective representatives will be construed to be the agent, employer, or representative of the other. The parties have reviewed the factors to determine whether an agency relationship exists under the federal common law of agency, and it is not the intention of either Covered Entity or Business Associate that Business Associate constitute an “agent” under such common law.

- 17.15 Notices. Any notice to be given under this Agreement to a party will be made via U.S. Postal Service certified mail, commercial courier (e.g., FedEx or UPS), or hand delivery to such party at its address given below, or to such other address as will hereafter be specified by notice from the party. Any such notice will be deemed given when so delivered to the proper address.

If to Covered Entity, to:
Nassau Health Care Corporation
2201 Hempstead Take.
East Meadow, NY 11554
Attn.: General Counsel

If to Business Associate, to:

Each party may change its address and that of its representative for notice by giving notice thereof in the manner provided above in this Section.

- 17.16 Offshoring. Nothing in this Agreement shall permitted Business Associate to access, store, share, maintain, transmit, use or disclose PHI in any form or via any medium with any entity or person, including the Business Associate’s employees and subcontractors, beyond the boundaries and jurisdiction of the United States without the express written authorization from Covered Entity’s HIPAA Privacy & Security Officer, Chief Compliance Officer, or General Counsel, which may be withheld, delayed or conditioned in Covered Entity’s sole discretion.
- 17.17 Cooperation with Risk Assessment. Business Associate shall, following the discovery of a breach of Unsecured PHI, notify Covered Entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the Covered Entity’s breach analysis procedures, including risk assessment, if requested.
- 17.18 Data Segregation. Business Associate shall ensure that Covered Entity’s data that contains PHI is stored and maintained in its own virtual private cloud and segregated from all other data of Business Associate or its third-party hosting vendor, and from data of any other customer(s) of Business Associate or its hosting vendor(s), and shall secure and restrict access to such data solely to Covered Entity.
- 17.19 Counterparts. This Agreement may be executed (including via electronic signature) in more than one counterpart, each of which is an original and all of which, together, constitute one and the same instrument. Once this Agreement has been executed and delivered (including by means of signature pages exchanged by facsimile or other electronic means such as a PDF via email) by both parties, this Agreement will be effective and binding, and a complete facsimile or electronic copy will be treated the same as an original for all purposes.

IN WITNESS WHEREOF, the parties hereto, through their authorized representatives, have duly executed this Agreement.

NASSAU HEALTH CARE CORPORATION

VENDOR NAME

Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

Signature of Authorized Representative

Name: _____

Title: _____

Date: _____

Dear Prospective Vendors:

Nassau Health Care Corporation is currently under the financial oversight of the Nassau Interim Finance Authority ("NIFA"). As a result, NIFA must review and approve any contract above a certain threshold. Part of NIFA's review requires all vendors to fully execute the following five (5) vendor forms and to provide a valid Certificate of Insurance reflecting coverage for general liability, professional liability, workers' comp, and cyber coverage. See example COI attached. Please note, these forms are a NIFA mandate, so no waivers are being granted.

These forms do not need to be submitted with your sealed bid or RFP, however, if you are selected as the winner of the sealed bid or RFP, these forms must be fully executed and sent to the NHCC requesting department within 3 business days of the notification by NHCC of sealed bid or RFP award.

Sincerely,

NHCC Purchasing Department



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BUSINESS HISTORY FORM

The contract shall be awarded to the responsible proposer who, at the discretion of the NHCC, taking into consideration the reliability of the proposer and the capacity of the proposer to perform the services required by the NHCC, offers the best value to the NHCC and who will best promote the public interest.

In addition to the submission of proposals, each proposer shall complete and submit this questionnaire. The questionnaire shall be filled out by the owner of a sole proprietorship or by an authorized representative of the firm, corporation or partnership submitting the Proposal.

NOTE: All questions require a response, even if response is "none" or "not-applicable." No blanks.

(USE ADDITIONAL SHEETS IF NECESSARY TO FULLY ANSWER THE FOLLOWING QUESTIONS)

Date: _____

1) Proposer's Legal Name: _____

2) Address of Place of Business: _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

3) Mailing Address (if different): _____

City: _____ State/Province/Territory: _____ Zip/Postal Code: _____

Country: _____

Phone: _____

Does the business own or rent its facilities? _____

If other, please provide details: _____

4) Dun and Bradstreet number: _____

5) Federal I.D. Number: _____

6) The proposer is a:



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Sole Proprietorship ☐ Partnership ☐ Corporation ☐ Other ☐

If OTHER, explain:

7) Does this business share office space, staff, or equipment expenses with any other business?

YES ☐ NO ☐

If YES, please provide details:

8) Does this business control one or more other businesses?

YES ☐ NO ☐

If YES, please provide details:

9) Does this business have one or more affiliates, and/or is it a subsidiary of, or controlled by, any other business?

YES ☐ NO ☐

If YES, please provide details:

10) Has the proposer ever had a bond or surety cancelled or forfeited, or a contract with NHCC or government entity terminated?

YES ☐ NO ☐

If YES, state the name of bonding agency, (if a bond), date, amount of bond and reason for such cancellation or forfeiture, or details regarding the termination (if a contract):

11) Has the proper, during the past seven years, been declared bankrupt?

YES ☐ NO ☐

If YES, state date, court jurisdiction, amount of liabilities and amount of assets:



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- 12) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business, been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency, and/or in the past 5 years, has any owner and/or officer of any affiliated business been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigating agency, where such investigation was related to activities performed at, for, or on behalf of an affiliated business

YES ☐ NO ☐

If YES, provide details for each investigation, an explanation of the circumstances and corrective action taken:

- 13) In the past 5 years, has this business and/or any of its owners and/or officers and/or any affiliated business been the subject of an investigation by any government agency, including but not limited to federal, state and local regulatory agencies, and/or in the past 5 years, has any owner and/or officer of an affiliated business been the subject of an investigation by any

YES ☐ NO ☐

If YES, provide details for each investigation, an explanation of the circumstances and corrective action taken:

- 14) Has any current or former director, owner or officer or managerial employee of this business had, either before or during such person's employment, or since such employment if the charges pertained to events that allegedly occurred during the time of employment by the submitting business, and allegedly related to the conduct of that business:

a) Any felony charge pending?

YES ☐ NO ☐

If YES, provide details for each investigation, an explanation of the circumstances and corrective action taken:



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b) Any misdemeanor charge pending?

YES ☐ NO ☐

If YES, provide details for each investigation, an explanation of the circumstances and corrective action taken:

c) In the past 10 years, you been convicted, after trial or by plea, of any felony and/or any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☐

If YES, provide details for each investigation, an explanation of the circumstances and corrective action taken:

d) In the past 5 years, been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☐

If YES, provide details for each investigation, an explanation of the circumstances and corrective action taken:

e) In the past 5 years, been found in violation of any administrative, statutory, or regulatory provisions?

YES ☐ NO ☐

If YES, provide details for each investigation, an explanation of the circumstances and corrective action taken:

15) In the past 5 years, has this business or any of its owner or officers, or any other affiliated business had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☐



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If YES, provide details for each investigation, an explanation of the circumstances and corrective action taken:

16) For the past 5 tax years, has this business failed to file any required tax returns or failed to pay any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☐

If YES, provide details for each such year. Provide a detailed response to all.

17) Conflict of Interest

(i) Any material financial relationships that your firm or any firm employee has that may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of NHCC.

(ii) Any family relationship that any employee of your firm has with any NHCC employee that may create a conflict of interest in acting on behalf of NHCC.

(iii) Any other matter that your firm believes may create a conflict of interest or the appearance of a conflict of interest in acting on behalf of NHCC.

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

A. Include a resume or detailed description of the Proposer's professional qualifications, demonstrating extensive experience in your profession. Any prior similar experiences, and the results of these experiences, must be identified.



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Have you previously submitted the below information to NHCC?

YES ☐ NO ☐

Is the proposer an individual?

YES ☐ NO ☐

Should the proposer be other than an individual, the Proposal MUST include:

i) Date of formation:

ii) Name, addresses, and position of all persons having a financial interest in the company, including shareholders, members, general or limited partners. If none, explain.

iii) Name, addresses, and position of all officers and directors of the company. If none, explain.

iv) State of incorporation (if applicable);

v) The number of employees in the firm;

vi) Annual revenue of firm;

vii) Summary of relevant accomplishments;



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viii) Copies of all state and local licenses and permits.

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B. Indicate number of years in business.

--

C. Provide any other information which would be appropriate and helpful in determining the Proposer's capacity and reliability to perform these services.

--

D. Provide names and addresses for no fewer than three references for whom the Proposer has provided similar services or who are qualified to evaluate the Proposer's capability to perform this work.

Company	_____
Contact Person	_____
Address	_____
City	_____ State/Province/Territory _____
Telephone	_____
Fax#	_____
E-Mail Address	_____

Company	_____
Contact Person	_____
Address	_____
City	_____ State/Province/Territory _____
Telephone	_____
Fax #	_____
E-Mail Address	_____

Company	_____
Contact Person	_____
Address	_____
City	_____ State/Province/Territory _____
Telephone	_____



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Fax#

E-Mail Address



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I _____ hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I _____ hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify NHCC in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that NHCC will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of Submitting Business

Signature

Name

Title

Date



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CONSULTANT'S, CONTRACTOR'S AND VENDOR'S DISCLOSURE FORM

1. Name of Entity: _____
Address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
2. Entity's Vendor Identification Number: _____
3. Type of Business: _____ (specify) _____
4. List names and addresses of all principals; that is, all individuals serving on the Board of Directors or comparable body, all partners and limited partners, all parties of Joint Ventures, and all members and officers of limited liability companies (attach additional sheets if necessary):

5. List names and addresses of all shareholders, members, or partners of the firm. If the shareholder is not an individual, list the individual shareholders/partners/members. If a Publicly held Corporation, include a copy of the 10K in lieu of completing this section. If none, explain.

6. List all affiliated and related companies and their relationships to the firm entered on line 1. above (if none, enter "None"). Attach a separate disclosure form for each affiliated or subsidiary company that may take part in the performance of this contract. Such



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disclosure shall be updated to include affiliated or subsidiary companies not previously disclosed that participated in the performance of the contract.

7. List all lobbyists whose services were utilized at any stage in this matter (i.e. pre-bid, bid, post-bid, etc.). If none, enter "None." The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

Are there lobbyists involved in this matter?

YES ☐ NO ☐

- (a) Name, title, business address and telephone number of lobbyist(s):

- (b) Describe lobbying activity of each lobbyist. See below for a complete description of lobbying activities.



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- (c) List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State):

--

8. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate

Dated: _____

Vendor: _____

Signature: _____

Name: _____

Title: _____



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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions, department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission, with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies, boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.



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LOBBYIST REGISTRATION AND DISCLOSURE FORM

1. Name, address and telephone number of lobbyist(s)/lobbying organization. The term "lobbyist" means any and every person or organization retained, employed or designated by any client to influence - or promote a matter before - Nassau County, its agencies, boards, commissions, department heads, legislators or committees, including but not limited to the Open Space and Parks Advisory Committee and Planning Commission. Such matters include, but are not limited to, requests for proposals, development or improvement of real property subject to County regulation, procurements. The term "lobbyist" does not include any officer, director, trustee, employee, counsel, or agent of the County of Nassau, or State of New York, when discharging his or her official duties.

2. List whether and where the person/organization is registered as a lobbyist (e.g., Nassau County, New York State);

3. Name, address and telephone number of client(s) by whom, or on whose behalf, the lobbyist is retained, employed or designated:



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4. Describe lobbying activity conducted, or to be conducted, in Nassau County, and identify client(s) for each activity listed. See the last page for a complete description of lobbying activities.

5. The name of persons, organizations or governmental entities before whom the lobbyist expects to lobby:

6. If such lobbyist is retained or employed pursuant to a written agreement of retainer or employment, you must attach a copy of such document; and if agreement of retainer or employment is oral, attach a written statement of the substance thereof. If the written agreement of retainer or employment does not contain a signed authorization from the client by whom you have been authorized to lobby, separately attach such a written authorization from the client. Attach file in association with question 6.
7. Has the lobbyist/lobbying organization or any of its corporate officers provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any of the following Nassau County elected officials or to the campaign committees of any candidates for any of the following Nassau County elected offices: the County Executive, the County Clerk, the Comptroller, the District Attorney, or any County Legislator?



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YES ☐

NO ☐

If YES, to what campaign committee? If none, you must so state:

I understand that upon termination of retainer, employment or designation I must give written notice to NHCC within thirty (30) days of termination.

VERIFICATION: The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees listed above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated: _____

Vendor: _____

Signature: _____

Name: _____

Title: _____



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The term lobbying shall mean any attempt to influence: any determination made by the Nassau County Legislature, or any member thereof, with respect to the introduction, passage, defeat, or substance of any local legislation or resolution; any determination by the County Executive to support, oppose, approve or disapprove any local legislation or resolution, whether or not such legislation has been introduced in the County Legislature; any determination by an elected County official or an officer or employee of the County with respect to the procurement of goods, services or construction, including the preparation of contract specifications, including by not limited to the preparation of requests for proposals, or solicitation, award or administration of a contract or with respect to the solicitation, award or administration of a grant, loan, or agreement involving the disbursement of public monies; any determination made by the County Executive, County Legislature, or by the County of Nassau, its agencies, boards, commissions department heads or committees, including but not limited to the Open Space and Parks Advisory Committee, the Planning Commission with respect to the zoning, use, development or improvement of real property subject to County regulation, or any agencies. boards, commissions, department heads or committees with respect to requests for proposals, bidding, procurement or contracting for services for the County; any determination made by an elected county official or an officer or employee of the county with respect to the terms of the acquisition or disposition by the county of any interest in real property, with respect to a license or permit for the use of real property of or by the county, or with respect to a franchise, concession or revocable consent; the proposal, adoption, amendment or rejection by an agency of any rule having the force and effect of Law; the decision to hold, timing or outcome of any rate making proceeding before an agency; the agenda or any determination of a board or commission; any determination regarding the calendaring or scope of any legislature oversight hearing; the issuance, repeal, modification or substance of a County Executive Order; or any determination made by an elected county official or an officer or employee of the county to support or oppose any state or federal legislation, rule or regulation, including any determination made to support or oppose that is contingent on any amendment of such legislation, rule or regulation, whether or not such legislation has been formally introduced and whether or not such rule or regulation has been formally proposed.

The term "lobbying" or "lobbying activities" does not include: Persons engaged in drafting legislation, rules, regulations or rates; persons advising clients and rendering opinions on proposed legislation, rules, regulations or rates, where such professional services are not otherwise connected with legislative or executive action on such legislation or administrative action on such rules, regulations or rates; newspapers and other periodicals and radio and television stations and owners and employees thereof, provided that their activities in connection with proposed legislation, rules, regulations or rates are limited to the publication or broadcast of news items,



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editorials or other comment, or paid advertisements; persons who participate as witnesses; attorneys or other representatives in public rule-making or rate-making proceedings of a County agency, with respect to all participation by such persons which is part of the public record thereof and all preparation by such persons for such participation; persons who attempt to influence a County agency in an adjudicatory proceeding, as defined by Section 102 of the New York State Administrative Procedure Act.



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POLITICAL CAMPAIGN CONTRIBUTION DISCLOSURE FORM

1. Has the vendor or any corporate officers of the vendor provided campaign contributions pursuant to the New York State Election Law in (a) the period beginning April 1, 2016 and ending on the date of this disclosure, or (b), beginning April 1, 2018, the period beginning two years prior to the date of this disclosure and ending on the date of this disclosure, to the campaign committees of any candidates for any of the following Nassau county elected offices; the County Executive, the County Clerk, the Comptroller, the District Attorney, or any county Legislator?

YES ☐ NO ☐

If YES, to what campaign?

--

2. VERIFICATION: This section must be signed by a principal of the consultant, contractor or Vendor authorized as a signatory of the firm for the purpose of executing Contracts.

The undersigned affirms and so swears that he/she has read and understood the foregoing statements and they are, to his/her knowledge, true and accurate.

The undersigned further certifies and affirms that the contribution(s) to the campaign committees identified above were made freely and without duress, threat or any promise of a governmental benefit or in exchange for any benefit or remuneration.

Dated:

--

Vendor:

--

Title:

--



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PRINCIPAL QUESTIONNAIRE FORM

All questions on these questionnaires must be answered by all officers and any individuals who hold a ten percent (10%) or greater ownership interest in the proposer. Answers typewritten or printed in ink. If you need more space to answer any question, make as many photocopies of the appropriate page(s) as necessary and attach them to the questionnaire.

COMPLETE THIS QUESTIONNAIRE CAREFULLY AND COMPLETELY. FAILURE TO SUBMIT A COMPLETED QUESTIONNAIRE MAY MEAN THAT YOUR OFFER OR PROPOSAL WILL BE REJECTED AS NON-RESPONSIVE AND IT WILL NOT BE CONSIDERED FOR AWARD

1) Principal Name: _____
Date of birth: _____
Home Address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____

Business Address: _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

Other present address(es): _____
City: _____ State/Province/Territory: _____ Zip/Postal Code: _____
Country: _____
Telephone: _____

List of other addresses and telephone numbers attached

2) Positions held in submitting business and starting date of each (check all applicable)

President	_____	Treasurer	_____
Chairman of Board	_____	Shareholder	_____
Chief Exec. Officer	_____	Secretary	_____
Vice President	_____	Partner	_____
Other	_____		



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3) Do you have an equity interest in the business submitting this questionnaire?

YES ☐ NO ☐

If YES, please provide details:

4) Are there any outstanding loans, guarantees or any other form of security or lease or any other type of contribution made in whole or in part between you and the business submitting this questionnaire?

YES ☐ NO ☐

If YES, please provide details:

5) Within the past 3 years, have you been a principal owner or officer of any business or not-for-profit organization other than the one submitting the questionnaire?

YES ☐ NO ☐

If YES, please provide details:

6) Has any governmental entity awarded any contracts to a business or organization listed in Section 5 in the past 3 years while you were a principal owner or officer?

YES ☐ NO ☐

If YES, please provide details:

Note: An affirmative answer is required below whether the sanction arose automatically, by operation of law, or as a result of any action taken by a government agency. Provide a detailed response to all questions checked "YES". If you need more space, photocopy the appropriate page and attach it to the questionnaire.

7. In the past five (5) years, have you and/or any affiliated business or not-for-profit organizations listed in Section 5 in which you have been a principal owner or officer:



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- a. Been debarred by any governmental agency from entering into contracts with that agency?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

- b. Been declared in default and/or terminated for cause on any contract, and/or had any contracts cancelled for cause?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

- c. Been denied the award of a contract and/or opportunity to bid on a contract, including, but not limited to, failure to meet pre-qualification standards?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

- d. Been suspended by any government agency from entering into a contract with it; and/or is any action pending that could formally debar or otherwise affect such business's ability to bid or propose on contract?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

- 8) Have any of the business or organizations listed in response to Question 5 filed a bankruptcy petition and/or been the subject of involuntary bankruptcy proceedings during the past 7 years, and/or for any portion of the last 7 year period, been in a state of bankruptcy as a result of bankruptcy proceedings initiated more than 7 years ago and/or is any such business now the subject of any pending bankruptcy proceedings, whenever initiated?

YES ☐ NO ☐



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If YES, provide details.

9.

a. Is there any felony charge pending against you?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

b. Is there any misdemeanor charge pending against you?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

c. Is there any administrative charge pending against you?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

d. In the past 10 years, have you been convicted, after trial or by plea, of any felony, or of any other crime, an element of which relates to truthfulness or the underlying facts of which related to the conduct of business?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

e. In the past 5 years, have you been convicted, after trial or by plea, of a misdemeanor?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.



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f. In the past 5 years, have you been found in violation of any administrative or statutory charges?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

10) In addition to the information provided in response to the previous question, in the past 5 years, have you been the subject of a criminal investigation and/or a civil anti-trust investigation by any federal, state or local prosecuting or investigative agency and/or the subject of an investigation where such investigation was related to activities performed at, for, or on behalf of the submitting business entity and/or an affiliated business listed in response to question 5?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

11) In addition to the information provided, in the past 5 years has any business or organization listed in response to Question 5 been the subject of a criminal investigation and/or a civil anti-trust investigation and/or any other type of investigation by any government agency, including but not limited to federal, state, and local regulatory agencies while you were principal owner or officer?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.

12. In the past 5 years, have you or this business, or any other affiliated business listed in the response to Question 5 had any sanction imposed as a result of judicial or administrative proceedings with respect to any professional license held?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.



Nassau University Medical Center
A. Holly Patterson Extended Care Facility
Family Health Centers*

- 13) For the past 5 tax years, have you failed to file any required tax returns or failed to apply any applicable federal, state or local taxes or other assessed charges, including but not limited to water and sewer charges?

YES ☐ NO ☐

If YES, provide an explanation of the circumstances and corrective action taken.



**Nassau University Medical Center
A. Holly Patterson Extended Care Facility
Family Health Centers***

I _____ hereby acknowledge that a materially false statement willfully or fraudulently made in connection with this form may result in rendering the submitting business entity and/or any affiliated entities non-responsible, and, in addition, may subject me to criminal charges.

I _____ hereby certify that I have read and understand all the items contained in this form; that I supplied full and complete answers to each item therein to the best of my knowledge, information and belief; that I will notify NHCC in writing of any change in circumstances occurring after the submission of this form; and that all information supplied by me is true to the best of my knowledge, information and belief. I understand that NHCC will rely on the information supplied in this form as additional inducement to enter into a contract with the submitting business entity.

CERTIFICATION

A MATERIALLY FALSE STATEMENT WILLFULLY OR FRAUDULENTLY MADE IN CONNECTION WITH THIS QUESTIONNAIRE MAY RESULT IN RENDERING THE SUBMITTING BUSINESS ENTITY NOT RESPONSIBLE WITH RESPECT TO THE PRESENT BID OR FUTURE BIDS, AND, IN ADDITION, MAY SUBJECT THE PERSON MAKING THE FALSE STATEMENT TO CRIMINAL CHARGES.

Name of Submitting Business

Signature

Name

Title

Date



DISKRIT-01

GNETHERCOTT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Producer Name and Address	CONTACT NAME: Producer Contract Name	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: Producer email address	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : XYZ Insurance Company	
INSURED Company Name and Address	INSURER B : ABC Insurance Company	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:	X	X	Policy #	2/1/2025	2/1/2026	EACH OCCURRENCE \$ 3,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 3,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	Policy #	2/1/2025	2/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
							\$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Cyber Liability	X	X	Policy #	12/20/2024	12/20/2025	Aggregate 3,000,000
B	Employmnt Pract Liab	X	X	Policy #	2/2/2025	2/2/2026	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Nassau Health Care Corporation is included as additional insured to the Commercial Liability & Auto Liability policies as per the written contract and subject to policy limitations and exclusions

CERTIFICATE HOLDER

CANCELLATION

Nassau Health Care Corporation
2201 Hempstead Turnpike
East Meadow, NY 11554

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Add Signature