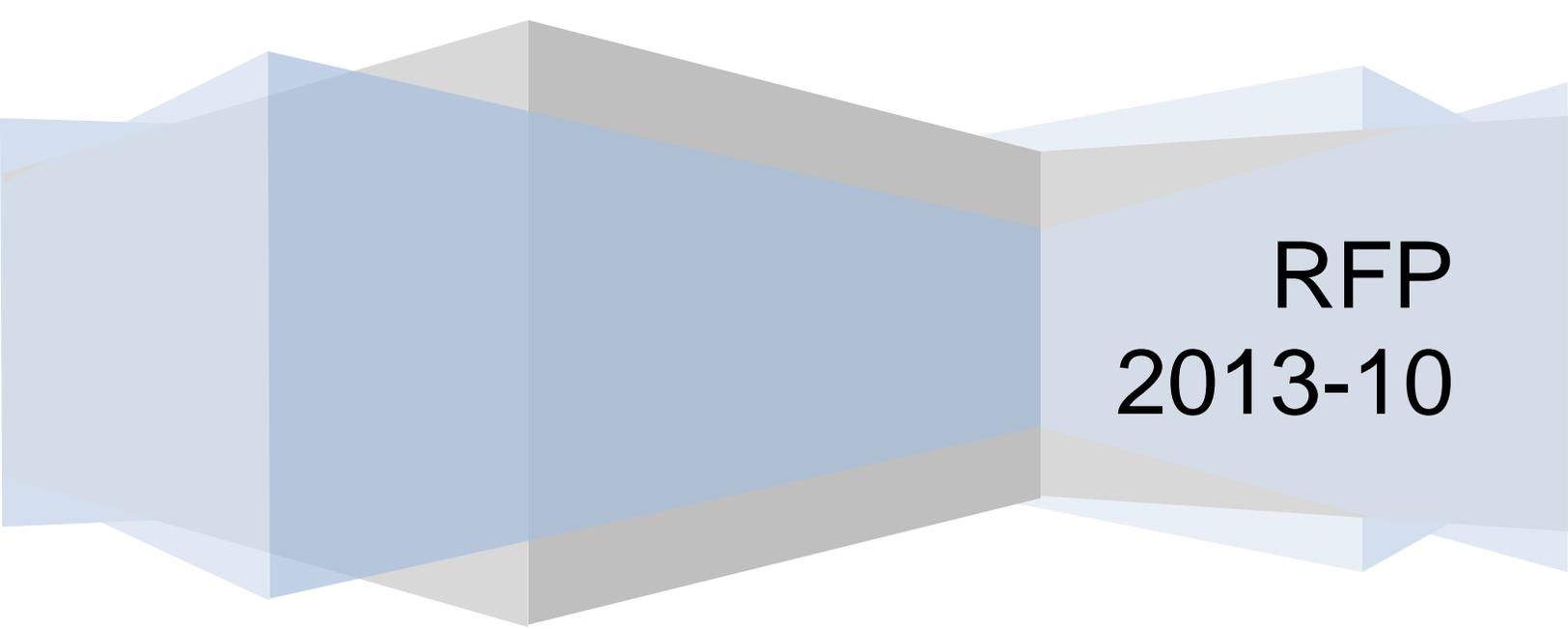


**University Medical Center
of
Southern Nevada**

**Request for Proposal
2013-10
Hyperbaric Center**



**RFP
2013-10**

University Medical Center Of Southern Nevada

**CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2013-10
Hyperbaric Center**

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the fax number provided at the bottom of this page.

Failure to do so means you are not interested in the project and do not want any associated addenda mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2013-10

DESCRIPTION: Hyperbaric Center

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609
Or EMAIL TO: robert.maher@umcsn.com
TYPE or PRINT CLEARLY**

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2013-10
Hyperbaric Center

UMC is looking to identify superior proposers to that can provide a complete Hyperbaric Center.

The RFP package is available as follows:

- By Electronic Mail or Mail – Please email a request to Contracts Management at robert.maher@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8846.
- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on “Contracting Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

A mandatory pre-proposal meeting will be held on June 5th, 2013 at 3:00 p.m. in Conference Room H, 4th Floor, Trauma Building, 800 Rose St., Las Vegas, Nevada. Immediately following pre-proposal meeting will be a mandatory site tour of the Hyperbaric Center. Please allow thirty (30) minutes for the tour. Current hyperbaric equipment is proprietary to the owner of the equipment. Tour will not include details about equipment design, operation or maintenance. Additionally, due to HIPPA Regulations, tours must be conducted in the absence of patients.

Proposals will be accepted at the University Medical Center address specified above on, or before, **June 27, 2013** at 2:00:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
May 26, 2013

GENERAL CONDITIONS
RFP NO. 2013-10
Hyperbaric Center

1. TERMS

The term "OWNER" or "UMC", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "BCC" as used throughout this document will mean the Board of Hospital Trustees which is the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

UMC is soliciting proposals to find a qualified full service provider to operate and conduct a hyperbaric center in accordance with the standards and recommendations of the state of Nevada Bureau of Health Facilities; Medicare/Medicaid regulations; and OWNER's Hospital Policies and Procedures. Standards of care include recommendation of the Undersea and Hyperbaric Medical Society (UHMS), American College of Hyperbaric Medicine (ACHM), Baromedical Nurses Association (BNA) and the National Board of Diving and Hyperbaric Medical Technology (NBDHMT).

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care clinics.

Purpose

The purpose of this RFP is to identify superior PROPOSER(s) that can provide professional services that can operate and conduct a hyperbaric center on the premises of UMC.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC therefore has high expectations of its business partners. It is expected that the business partner will provide quality products and service at the lowest price available in the market, but just as important is the expectation that these products and services are provided in a manner that exhibits the highest level of ethics and professionalism. It is expected that, as a result of this relationship, the business partner will work with UMC to ensure that the agreement remains competitive with continual review of market conditions. Proposer must have 10 years of Critical Care experience in Multiplace Hyperbaric Chamber Operations.

4. DESIGNATED CONTACTS

OWNER's representative will be Rob Maher, telephone number (702) 207-8846. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Rob Maher, Contracts Management, robert.maher@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the BCC or between a PROPOSER and a non-designated Owner contact regarding the selection of a proponent or award of this contract is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to this RFP shall be addressed to the designated contact(s) specified in the RFP document. Failure of a PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	May 26, 2013
Mandatory Pre-Proposal Meeting (3:00 pm)	June 5, 2013
Final Date to Submit Questions	June 11, 2013
Last Day for Addendums	June 14, 2013
RFP Responses Due (2:00 pm)	June 27, 2013
RFP Evaluations	July / August 2013
Finalists Selection	August 2013
Finalists Oral Presentations (if required)	August 2013
Final Selection & Contract Negotiations	August / September 2013
Award & Approval of the Final Contract	August / September 2013

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria and price. The OWNER reserves the right to award to more than one company. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive contract for each component described. (The exception is that an attending physician on OWNER's staff may request any physician to provide a specific procedure or consultation for a patient.) Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract(s) to the BCC for approval.

8. SUBMITTAL REQUIREMENTS

The proposal submitted shall not exceed 50 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 2-hole punched at the top and bound with a binder clip. Double sided printing is accepted, flip on short edge. Binders or spiral binding is not preferred or required.

PROPOSER shall submit one (1) clearly labeled original paper copy, seven (7) hardcopies of proposal and one (1) electronic copy of the entire proposal. The electronic copy shall be on a CD-rom in either PDF or Microsoft Word 2007. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title. No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery (Preferred)</u>
University Medical Center Materials Management Trauma Center Building 800 Rose Street, Suite 409 Las Vegas, Nevada 89106	University Medical Center Materials Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Materials Management 800 Rose Street, Suite 409 Las Vegas, Nevada 89106
RFP No. 2013-10 Hyperbaric Center	RFP No. 2013-10 Hyperbaric Center	RFP No. 2013-10 Hyperbaric Center

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals to the Materials Management office. Responses delivered to UMCSN's mail room or loading dock does not constitute the official time stamp.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 90 calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's representative. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's representative.

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not

include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgment, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 evidence of agreement or collusion among PROPOSER(S) and prospective PROPOSER(S) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the offers of such PROPOSER(S) void.

Advance disclosures of any information to any particular PROPOSER(S) which gives that particular PROPOSER any advantage over any other interested PROPOSER(S), in advance of the opening of proposals, whether in response to advertising or an informal request for proposals, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all proposals received in response to that particular request for proposals.

17. Contract Terms and Requirements

A sample of OWNER's Standard Contract is attached (**Exhibit H**). Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. EVALUATION CRITERIA

Evaluation will be based upon your response to the questions asked below. **All questions are to be answered in the order they appear and be noted with the identifying letter and number.** PROPOSER(S) who do not answer all questions, or provide incomplete responses, may result in disqualification.

A. Organizational Information

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers.
2. Provide name, title and resume of PROPOSER's administration.

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Hyperbaric Center

3. List name, title, direct phone number, address, and email address of the individual who will serve as your organization's primary contact during the RFP process.
4. Provide a brief description of your organization locally, statewide and nationally (if applicable).
5. How many years of experience does your company have in full service Hyperbaric Centers? How many centers in your company offer 24-7 Critical Care staffing for Burn, Trauma and Critical Care patients in Multiplace Chamber Systems?
6. List any factor(s) known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.
7. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, veteran owned small business or a Nevada business enterprise.
8. List all firm demographics including:
 - o Total number of employees;
 - o Total number of women employed;
 - o Total number of minorities employed; and
 - o Total number of bilingual employees, indicate language(s) spoken.
9. References:
 - a. Provide a list of three (3) similar sized medical centers you are currently providing this service. Please include:
 1. Medical Facility Name
 2. Address
 3. Private or Public healthcare facility
 4. Number of beds
 5. Primary contact person with title
 6. Phone number
 7. Email address
 8. Services provided to Facility
 - b. Provide a list of terminated, cancelled or non-renewed contracts within the past two (2) years; and list the same contact information that you did for the above references. List local medical centers first.
10. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit D**.
11. A signed copy of OWNER's Business Associate Agreement with its proposal included as **Exhibit F**.

B. Staff Certification and Training

1. Describe your certification requirements and training for clinical staff.
2. Provide details to assess ongoing skills, performance and competency performed by your company.
3. Provide resume and qualifications of your designated on-site program manager/director.

C. Compliance

1. Describe how your organization remains current with changing compliance requirements.
2. Describe your approach to compliance; methodology, client partnerships, etc.
3. Describe process to measure performance and compliance measurement of the industry. Provide sample reports.

D. Customer Satisfaction and Performance Improvement

1. Describe PROPOSER's process for:
 - i. Customer satisfaction measuring;
 - ii. Customer satisfaction monitoring;
 - iii. Customer satisfaction enhancement; and
 - iv. Customer satisfaction reporting (provide sample reports).
2. Describe how you identify, follow-up, and resolve customer complaints?
3. Describe in detail how the organization will maintain and keep all clinical records on site.

4. How will PROPOSER report number of maintenance calls, resolve time, and other pertinent information to OWNER and how often? Provide sample report(s).
5. Describe process to measure employee performance and quality of support staff.
6. How will OWNER operate more effectively and benefit by contracting with your company?
7. What, if any, outcome(s) will your company guarantee to OWNER?

E. Proposed Solution

1. Overall Solution:
 - a. Describe how your proposed solution will satisfy the requirements in **Exhibit A**.
 - b. Provide process flows depicting milestones from engagement kick off to completion of deliverables.
 - c. Please describe the top three (3) features and benefits that distinguish your Services and Company from those of your competitors; clearly stating why the PROPOSER is best suited to perform the services for this RFP.
2. Conceptual Treatment of Project and Work Plan:
 - a. Describe in detail PROPOSER's approach to the project as described in **Exhibit A**. Include a preliminary project plan that includes:
 - b. PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.
 - c. Any assumptions.
 - d. Any constraints.
 - e. Detail the task implementation responsibilities and distinguish them between PROPOSER and OWNER. Please include tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles a timeline.
 - f. Identify all materials, reports, records, and files that will not be made available to OWNER at the end of the agreement term.

F. Computer Hardware/Software:

1. Please list and describe all computer hardware, software applications and/or tools provided by PROPOSER and the function for each.
2. What are PROPOSER's software updates, performance and stability checks, to the system?
3. Describe the capability of the organization to meet the needs of OWNER's electronic medical record requirements.
4. See **Exhibit G** for UMC IT Requirements.

G. Billing:

1. Describe patient billing process?
2. Explain procedure to ensure accurate billing occurs?
3. Describe the verification process of insurance availability of all patients?

H. Rate Structure / Added Values

1. List and define additional services, performance, and/or added value Projects PROPOSER will bring to OWNER and OWNER's facility at PROPOSER's expense.
2. Are there any options not considered within this RFP that you feel would bring additional price savings to OWNER? Please explain:
3. Describe your approach to draw more patients, specifically paying patients, into the program and UMC.

19. Attachments

Attachment #	Attachment Name	Notes
Exhibit A	Scope of Work	Informational
Exhibit B	Cost/Price Schedule	Required with proposal
Exhibit C	Insurance	Required upon contract award
Exhibit D	Disclosure Forms	Required with proposal
Exhibit E	Subcontractor	Required with proposal
Exhibit F	BAA	Required with Proposal
Exhibit G	IT Requirements	Informational
Exhibit H	Sample Contract	Informational

EXHIBIT A

SCOPE OF WORK

Provider shall provide all the equipment, labor, supplies, maintenance, and management to operate a hyperbaric program at UMC of Southern Nevada for routine, emergent and critical care treatments. PROVIDER will provide all hyperbaric services to inpatient and outpatient on a 24 hour, 7 day week basis. All nursing and technical personnel (staff) will be provided by the PROVIDER.

I. Equipment and Supplies

1. Provide two (2) single chamber units. Units must be able to treat critical care patients.
2. Provide one (1), three (3) person chamber unit.
3. Provide all the equipment, supplies, materials, and manpower for routine and critical care chamber function.

II. Requirements

1. Obtain and maintain verification of chamber with the Undersea and Hyperbaric medicine society.
2. Provide ongoing IRB research and annual publications.
3. Quarterly performance will be reported to the over site management division within UMC.
4. Records of orientation and training, operations and maintenance, will be available on site and at UMC request.
5. Provide performance improvement department of UMC on the 1st calendar day of the each quarter. The reports will include performance improvement activities conducted, problems identified, corrective actions taken and patient outcomes of all treatments.
6. Policies and procedures shall address safety, equipment malfunctions, risks to patients and staff using the equipment, and qualifications and training standards for provider members.
7. All policies and procedures applicable to the following areas; Safety, Quality Assurance, Orientation and training , operations and maintenance, will be available on site and at UMC request.
8. Hours of operation are Monday through Friday from 8:00 a.m. to 4:30 p.m. with on call hours services for all remaining hours of the day and weekends; therefore able to provide service 24 hours per day, 7 days a week, 365 days per year. PROPOSER shall meet the on-call and after hours staffing requirements of two (2) Certified Hyperbaric Technicians (CHT) and one Critical Care Trained Hyperbaric Nurse per 24/7 period, 365 days per year.
9. Provider will comply with all UMC policy and procedures related to Human resources, Administration policy and procedures and corporate compliance.
10. Provider will treat all patients once a criterion for treatment has been determined.
11. Professional liability will be maintained at minimum one million dollars per occurrence and three million in the aggregate.
12. Level 1 hyperbaric medicine service.
 - i. Level 1 is defined by the UHMS as a hyperbaric program that offers a full scope of service for the hyperbaric patient. They are typically hospital-based facilities that cover all recognized indications, including emergency life or limb threatening and are available for treatment of the emergent patient 24/7.
 1. Emergent Indications: (May be treated on an on-call basis 24/7)
 2. Decompression Illness – caused by either altitude or underwater exposure
 3. Arterial Gas Embolism –
 4. Carbon Monoxide/Cyranide Exposure
 5. Limb reattachments
 - ii. Compromised graft/flap

- iii. Crush injury
- iv. Necrotizing infection post debridement and appropriate antibiotics
 1. Routine conditions: (Treated M-F 7:30 to 1600 excluding holidays)
 2. All others
 3. Level of Care – Based on hospital categories
- v. ICU or immediate postop
- vi. Ventilator dependent must be treated in OH5K
- vii. Others – based on clinical judgment of attending hyperbaric physician
- viii. IMC or Med Surg
- ix. May be treated in OH2K unless it is operationally more efficient or safer to treat higher level patient in OH5K.
- x. Obtain and maintain Accreditation of the Hyperbaric Medicine Center with the Undersea and Hyperbaric Medicine Society (UHMS) within one (1) year of contract execution. Once obtained, PROPOSER and OWNER will coordinate to maintain accreditation of the hyperbaric medicine center.

III. Staff

1. Essential staff will be defined as an adequate number to provide hyperbaric services to include as one of the FTE hyperbaric nurse to be present at hospital eight hours per day who shall be named the hyperbaric nurse coordinator to perform clinic coordination, nursing supervision and patient care related to hyperbaric treatment.
2. Provider will solely be responsible for the hiring and training of technicians to properly operate the equipment.
3. Provider will provide all information and documentation regarding the licensure, certifications background checks and experience of its staff. Information shall be updated, at least annually, and on site at all times.
4. Provider shall use full-time or part-time hyperbaric technicians and hyperbaric observe to operate and maintain the Equipment and provide registered nurse management and supervision for those technicians.
5. While Chamber is in use, PROVIDER must maintain the following staffing levels at all times; these positions may not be the same person: Outside observer, Inside Diver, and Driver
6. Provider will properly train all qualified non-physician personnel in accordance with hyperbaric standards established by the Undersea and Hyperbaric Medical Society (UHMS) or the American College of Hyperbaric Medicine (ACHM), Baromedical Nurses Association (BNA) and National Board of Diving and Hyperbaric Medical Technology (NBDHMT).
7. A personnel file must be established in hospital Human Resources Department for all on-site vendor employees. See **Exhibit D regarding OWNER's I-66 Policy.**
8. Essential staff will be defined as an adequate number to provide hyperbaric services to include as one of the FTE hyperbaric nurse to be present at hospital eight (8) hours per day who shall be named the hyperbaric nurse coordinator or Nurse Program Director to perform clinic coordination, nursing supervision and patient care related to hyperbaric treatment.
9. Provider shall meet the current staffing requirement of all full time (FT) staff being certified by either the Baromedical Nurses Association (BNA) or the National Board of Diving and Hyperbaric Medical Technology (NBDHMT).

IV. Training

1. Provide all education for hyperbaric chamber orientation or training, as appropriate, to any physician who may need any specific skills as determined by hospital by laws and credentialing through Medical and dental staff by laws .
2. Providers will properly trained and qualified non-physician personnel in accordance with hyperbaric standards established by under seas and hyperbaric medicine society.
3. Provider staff at provider's expense will maintain all required mandatory required testing and classes including hospital sponsored orientation and/or training programs up to 32 hours per year.
4. Provide all education for hyperbaric chamber orientation and/or training, as appropriate, to any physician who may need any specific skills as determined by hospital by laws and credentialing through Medical and Dental Staff By-Laws.

V. Maintenance

1. Ability to perform maintenance on each chamber routinely and submit logs of ongoing maintenance to Plant Ops twice yearly.
2. Indicate standards for repair or equipment replacement as needed.
3. Maintains all aspect of chamber maintenance in accordance with its regular maintenance standards and manufactures recommendations, and in compliance with Joint Commission on accreditation of healthcare organizations (JC) and all local, state and federal laws and regulations and be responsible for all licenses, permits and/or waivers with regard to the Equipment.
4. Ability to perform maintenance on each chamber routinely and submit verification of on-going maintenance to the hospital twice per year.
5. Indicate standards for repair or equipment replacement as needed.
6. Maintain all aspects of chamber maintenance in accordance, such as:
 - a. regular maintenance standards;
 - b. manufacturer's recommendations;
 - c. Joint Commission Compliance on Accreditation of Healthcare Organizations;
 - d. all local, state and federal laws and regulations; and
 - e. Responsible for all licenses, permits and/or waivers with regards to the equipment.
 - f. Offer modernization equipment upgrades at no cost to the HOSPITAL OWNER.

VI. Performance Criteria

1. Utilize best practices to ensure protection of UMC-proprietary information, intellectual property, trade secrets, or other sensitive information.
2. Provide performance improvement department of UMC on the 1st calendar day of the each quarter. The reports will include performance improvement activities conducted, problems identified, corrective actions taken and patient outcomes of all treatments.
3. Over site UMC management will have input in utilization reviews quarterly.
4. Provider will treat all inpatient and outpatient patients once a criterion for treatment has been determined by treatment protocols provided by the provider.
5. All policies and procedures applicable to the following areas; Safety, Quality Assurance, Orientation and training , operations and maintenance, will be available on site and at UMC request.
6. Policies and procedures shall address safety, equipment malfunctions, risks to patients and staff using the equipment, and qualifications and training standards for provider members.
7. Records of orientation and training, operations and maintenance, will be available on site and at UMC request

VII. Equipment Installation / Removal

1. Provider shall be responsible for the installation and removal to include construction.

2. Provider is encouraged to work with out-going/in-coming provider to coordinate removal and installation.
3. All construction for the installation and removal must be coordinated through Hospital's Plant Operations Department.

Cost/Fee Schedule

In full consideration for the Services provided by PROVIDER for the Program, HOSPITAL shall pay PROVIDER on a cumulative volume of patients regardless of the number of visits.

Compensation will be payable once the hospital is reimbursed.

Provider shall be responsible for all costs related to the operation of the Hyperbaric Center as described in the contact.

PROVIDER shall propose on a scale to share the reimbursement of collections.

****Input the percentage of collections for each related to the number of patients.**

Number of Patients / year	Provider's share of collections (%)	UMC's share of collections (%)	Total %
1 – 200			100%
201 – 350			100%
356 – 450			100%
451 - 550			100%
551+			100%

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, //TYPE// SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

Format/Time: The //TYPE// shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by OWNER. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

Best Key Rating: OWNER requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.

Owner Coverage: OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The //TYPE//s insurance shall be primary as respects OWNER, its officers and employees.

Endorsement/Cancellation: The //TYPE//s general liability insurance policy shall be endorsed to recognize specifically the //TYPE//s contractual obligation of additional insured to Owner. All policies must note that OWNER will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by //TYPE// and any auto used for the performance of services under this Contract.

Professional Liability: The //TYPE// shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of OWNER.

Workers' Compensation: The //TYPE// shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a //TYPE// that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the //TYPE// has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: If the //TYPE// fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the //TYPE// to stop the work, declare the //TYPE// in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the //TYPE// or deduct the amount paid from any sums due the //TYPE// under this Contract.

Additional Insurance: The //TYPE// is encouraged to purchase any such additional insurance as it deems necessary.

Damages: The //TYPE// is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the //TYPE//, their subcontractors or anyone employed, directed or supervised by //TYPE//.

Cost: The //TYPE// shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the //TYPE//s Insurance Company representative:

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) //TYPE//s name, complete address, phone and fax numbers.
- 3) Insurance Company's Best Key Rating
- 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
- 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
- 6) Worker's Compensation
- 7) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 8) Certificate Holder:

University Medical Center of Southern Nevada
c/o Contracts Management
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.
- 9) Appointed Agent Signature to include license number and issuing state

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners (“BCC”) in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A.

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting ‘Other’, provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm.

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)
_____	_____	_____
_____	_____	_____
_____	_____	_____

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature

Title

Print Name

Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
 (Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

“Consanguinity” is a relationship by blood. “Affinity” is a relationship by marriage.

“To the second degree of consanguinity” applies to the candidate’s first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

Yes No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF RELATIONSHIP
(Suppliers)**

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and UMC. Failure to submit the requested information may result in a refusal by the UMC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Relationship form must be completed. If not applicable, write in N/A.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the “Doing Business As” (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual’s duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it

is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

“Material financial interest” means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member’s annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

“Family member” means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

“Personal interests” mean those interests that arise out of a member’s personal activities or the activities of a family member.

DISCLOSURE OF RELATIONSHIP (Suppliers)

Corporate/Business Entity Name:	
(Include d.b.a., if applicable)	
Street Address:	
City, State and Zip Code:	
Telephone No:	
Point of Contact Name:	
Email:	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

Yes No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

Yes No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

Signature

Print Name

Title

Date

For UMC Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

Yes No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?

Yes No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name / Authorized Department Representative

SUBCONTRACTOR INFORMATION

DEFINITIONS

MINORITY OWNED BUSINESS ENTERPRISE (MBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

WOMEN OWNED BUSINESS ENTERPRISE (WBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

PHYSICALLY-CHALLENGED BUSINESS ENTERPRISE (PBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

SMALL BUSINESS ENTERPRISE (SBE): An independent and continuing **Nevada** business for profit which performs a commercially useful function, is **not** owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

It is our intent to utilize the following MBE, WBE, PBE, SBE, and NBE subcontractors in association with this Contract:

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

Business Type: ___ MBE ___ WBE ___ PBE ___ SBE ___ NBE

No MBE, WBE, PBE, SBE, or NBE subcontractors will be used.

Business Associate Agreement

This Agreement is made effective the ____ of _____, 20____, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and _____, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, known as “the Administrative Simplification provisions,” direct the Department of Health and Human Services to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Security and Privacy Rule”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the “HIPAA Security and Privacy Rule” are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

WHEREAS, the Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a “business associate” of Covered Entity as defined in the HIPAA Security and Privacy Rule (the agreement evidencing such arrangement is entitled “Underlying Agreement”); and

WHEREAS, Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement;

THEREFORE, in consideration of the Parties’ continuing obligations under the Underlying Agreement, compliance with the HIPAA Security and Privacy Rule, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Security and Privacy Rule and to protect the interests of both Parties.

I. DEFINITIONS

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term “Protected Health Information” means individually identifiable health information including, without limitation, all information, data, documentation, and materials, including without limitation, demographic, medical and financial information, that relates to the past, present, or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. “Protected Health Information” includes without limitation “Electronic Protected Health Information” as defined below.

The term “Electronic Protected Health Information” means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement.

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

- (i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Underlying Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;
- (ii) at termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such

return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the 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. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity at the time of discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective

covered entities.

- (c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.
- (d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.
- (e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. **In the occurrence of a breach, Business Associate shall notify Covered Entity's IT Service Center directly at (702) 383-2227.** In addition, Business Associate agrees to pay all costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, or to indemnify Covered Entity for all costs of notification and mitigation incurred by Covered Entity.

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

Notwithstanding anything in this Agreement to the contrary, Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately if Covered Entity determines that Business Associate has violated any material term of this Agreement. If Covered Entity reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, Covered Entity gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to Covered Entity that it will not breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then Covered Entity shall have the right to terminate this Agreement and the Underlying Agreement immediately.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, the Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Business Associate under this Section shall survive the expiration, termination, or cancellation of this Agreement, the Underlying Agreement and/or the business relationship of the Parties, and shall continue to bind Business Associate, its agents, employees, contractors, successors, and assigns as set forth herein.

This Agreement may be amended or modified only in a writing signed by the Parties. No Party may assign its respective rights and obligations under this Agreement without the prior written consent of the other Party. None of the provisions of this Agreement are intended to create, nor will they be deemed to create any relationship between the Parties other than that of independent parties contracting with each other solely for the purposes of effecting the provisions of this Agreement and any other agreements between the Parties evidencing their business relationship. This Agreement will be governed by the laws of the State of Nevada. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, such Party

shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Security and Privacy Rule, including the HITECH Act, then either Party has the right to terminate upon written notice to the other Party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year written above.

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

Brian G. Brannman

Printed Name

Chief Executive Officer

Title

By: _____

Printed Name

Title

Address

City/State/Zip

UMC IT Requirements for Technology Implementations July 2011

Database

- Vendor-provided databases must be developed on an industry standard platform such as Microsoft SQL or Oracle. Other database platforms may be reviewed and accepted on a case-by-case basis.
- SQL Databases must be version 2005 or later and be capable of running in a windows active/passive clustered environment.
- Vendor must provide recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
- If applicable, the vendor will perform a conversion or other transition of data in the current database into the new solution.

Development

- System must be able to interface with all current hospital computer systems (including but not limited to Pharmacy, Pathology, Microbiology, Admitting, Radiology, Surgery, Respiratory, Cardiology, etc.) using healthcare standard interfaces (HL7). Other data formats will be considered on a case-by-case basis.
- System should be upgradeable for future development of computer technology (electronic medical record, computerized charting, and physician order entry) as applicable.

Configuration Management

- Vendor needs to provide specifications for all hardware and non-software requirements, server and client, to host and run their systems as a separate purchasable option.
- The Proposer will provide a detailed contract, detailing and separating hardware costs and maintenance, software license(s) and maintenance (system and any third-party software), implementation fees, training and other professional services fees.
- The Proposer will provide diagrams, charts, and graphical representations of all systems designs to include ALL components proposed in their bid. This includes internet, networks, servers, firewalls, workstations, modalities and all other IT components on or off-site that need to be procured for the Proposer's solution.

Compliance

- Proposed solutions must be compliant with all relevant regulatory requirements (HIPAA, Joint Commission, PCI, etc.) in all facets of design, delivery, execution and ongoing support.

Network/Infrastructure

- The use of a VLAN, firewall and/or other network configuration measures may be employed to isolate and contain vendor solutions that do not conform to established security and network requirements.
- All bids for such measures must include costs to implement non-conforming designs.

Systems and Operations

- Vendor-provided solutions must be developed on current and supported industry standard operating systems platforms such as Microsoft Windows Enterprise Server 2003/2008. Other operating systems may be reviewed and accepted on a case-by-case basis.
- Installation and maintenance of the server and client applications are to be provided in a WISE or InstallShield (or similar tool) method.
- UMC will manage all computer hardware installed.
- UMC will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection.

- Vendor software must not interfere or invalidate any operational function of UMC-managed software or agents.
 - Exceptions may be made for issues such as database folders/files that require exclusion from anti-virus scans
 - All proposed exceptions will be reviewed on a case-by-case basis
- Upgrades, enhancements, feature changes, and maintenance to vendor software will be done in coordination with and the cooperation of UMC IT Department personnel.
- Proposed systems must be capable of being managed remotely by the supporting vendor.
- Vendors may not service or modify the software at user request without express consent and involvement of the UMC IT Department.
- Turn-key solutions that provide hardware and software must use industry standard hardware platforms (HP, Dell, IBM, SUN) and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management agents such as HP Integrated Lights Out (ILO2), Dell Remote Assistance Card (DRAC) or IBM Remote Supervisor Adaptor (RSA).

Project Management

- Vendor will use Microsoft Project to track and manage project status.
- Vendor needs to provide a written scope of work, including each type of resource needed and estimated work effort.
- The Proposer will need to provide 24/7 onsite support for at least the first two (2) weeks of go-live.

Security

- Client applications should not require local administrative access on the workstation computer to process or work with the server application.
- Client software must use DNS for hostname resolution and be capable of finding server resources in either a forward or reverse-lookup fashion.
- Web based portals or applications must use port SSL (port 443) to perform initial sign on of users.
- Any web based feature or function must be capable of running fully in SSL (port 443) mode and be configurable to process this way if desired by UMC.
- Web-enabled applications must be Internet Explorer 7 compliant. They should not require ActiveX components or other ad-hoc components not supplied during initial install. This applies to future upgrades as well. The only exception to this is digital certificates the user may need to provide secured processing.
- Digital certificates required for processing should be quoted from a recognized public key organization (VeriSign, etc.) and pricing for certificates included in bid.
- Components of the solution on UMC's network must be capable of accepting UMC's Microsoft Active Directory Group Policy Object (AD/GPO) directives and being attached to our domain.
- Local administrative logons MAY NOT be used to install or run vendor's software. All vendor accounts must conform to UMC logon policies and be issued through Microsoft active directory including service, support, database SA and any other system access logon/password combination.
- Vendor software must be Microsoft Lightweight Directory Access Protocol (LDAP) compliant and interfaced to allow control of user access.
- All remote access by the vendor will be done by approved UMC methods, i.e., HTTP/SSL over port 443, VPN or similar configuration. No modem or dial-in access will be permitted to enter UMC's firewalls.

Training

- The vendor must supply systems and client training to UMC IT personnel in a train-the-trainer environment either on- or off-campus.
- The vendor will supply detailed guides for installation and administration of both server and client software
- The vendor must supply training to all affected user departments in a train-the-trainer environment, either on- or off-campus.

AGREEMENT FOR A HYPERBARIC CENTER

BY AND BETWEEN

AND

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

AGREEMENT FOR HYPERBARIC CENTER

This Agreement is made and entered into this _____ day of _____, _____ (the "Effective Date") by and among **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**, ("HOSPITAL") duly organized and existing by virtue of the laws of the State of Nevada, and _____, a _____ corporation ("Provider").

WITNESSETH:

WHEREAS, the HOSPITAL is a general acute care, county-owned and operated hospital located at 1800 West Charleston Boulevard, Las Vegas, Nevada 89102, organized under Chapter 450 of the Nevada Revised Statutes, governed by the Board of Hospital Trustees;

WHEREAS, HOSPITAL desires to improve the health of the community it serves, and toward that end has established a program under which it provides hyperbaric treatments and services to its inpatients and outpatients;

WHEREAS, PROVIDER is experienced in furnishing hyperbaric equipment and non-physician personnel required for the provision of hyperbaric treatment services, and has agreed to continue to provide hyperbaric equipment, services and functions related to the administration of hyperbaric treatments to the inpatients and outpatients of HOSPITAL, and to provide certain staffing at the HOSPITAL's hyperbaric medicine center, subject to all the terms and conditions hereinafter set forth herein;

WHEREAS, this Agreement replaces the Prior Agreement; and

NOW, THEREFORE, the parties hereto, enter into this Agreement as a full statement of their respective responsibilities during the term of this Agreement, and, in consideration of the representations made in the covenants and conditions set forth herein, the parties agree as follows:

DEFINITIONS

- A. **"Program"** shall mean the hyperbaric medicine program which provides all hyperbaric services to inpatients and outpatients of HOSPITAL.
- B. **"Center for Hyperbaric Medicine" or "Center"** shall mean the physical location of the Program at HOSPITAL's facilities.
- C. **"Hyperbaric Equipment"** shall mean all the equipment listed in **Exhibit B** attached hereto.
- D. **"Program Director"** shall mean the individual designated and employed by PROVIDER who reports to the Administrative Director of the Center.
- E. **"Program Medical Director(s)"** shall mean the HOSPITAL medical staff physician member(s), appointed by HOSPITAL to act as Medical Director(s) of the Program who is/are fully credentialed and trained in the provision of hyperbaric medicine utilizing the Hyperbaric Equipment and who shall be

responsible for training or assisting HOSPITAL to credential, as appropriate, any additional physicians requiring training.

- F. **“Hyperbaric Technician”** shall mean the individual(s) designated and employed by PROVIDER who provide wound treatment services within the scope of practice established by the State of Nevada for their specialty and who are under the clinical supervision of the Program Nurse and the Medical Director. These individual(s) can also function as a Hyperbaric Technician or Hyperbaric Observer.
- G. **“Hyperbaric Staff”** shall mean the individual(s) designated and employed by PROVIDER who operate, maintain and repair the Hyperbaric Equipment, attend to the comfort of the Program patients during therapy and are under clinical supervision of the Medical Director. H. **“Hyperbaric Observer”** shall mean the individual(s) designated and employed by PROVIDER, under the clinical supervision of the Program Director, who attend to the comfort of the Program patients during therapy. I. **“Administrative Assistant”** shall mean the individual(s) designated and employed by PROVIDER, supervised by the Program Director, who coordinate and carry out administrative duties, including scheduling, phone management, program insurance pre-authorizations, entry of charge data, charge compliance, tracking collections and entering Patient Program information into HOSPITAL provided electronic medical records.
- J. **“PROVIDER Staff”** shall mean all PROVIDER employees who are providing services at the Center, including without limitation, the Hyperbaric Staff.
- K. **“Program Nurse”** shall mean individual employed by PROVIDER to provide clinical supervision of hyperbaric technicians.
- L. **“Public Record Law”** Means Nevada Revised Statute Chapter 239 which provides that HOSPITAL’s contracts are open and available to the public.

GENERAL

- A. Engagement of PROVIDER. HOSPITAL hereby engages PROVIDER, commencing on the Effective Date, to (i) furnish the Hyperbaric Equipment described in **Exhibit B** for use in HOSPITAL's Center for Hyperbaric Medicine, (ii) supervise the operations of the Center, and (iii) furnish all non-physician personnel required for the operation of the Center (collectively, the "Services"), all in accordance with the terms and conditions set forth herein and subject to the policies, procedures and directives adopted by HOSPITAL. The Center will be operated as a department of HOSPITAL, either as a division of the Department of Trauma and Emergency Medicine or in such other organizational form as HOSPITAL may determine from time to time. The parties acknowledge and agree that administrative functions for the Center relating to billing, record keeping, shall be performed on a centralized basis by HOSPITAL in the same manner as such functions are performed for other departments of HOSPITAL. PROVIDER shall cooperate with and assist HOSPITAL staff assigned to such functions in the performance of their duties.
- B. Standards of Conduct. PROVIDER shall perform its duties and obligations under this Agreement in (i) a competent, professional and ethical manner, (ii) compliance with all rules of professional conduct, applicable federal, state and local laws and regulations, the standards of applicable certifying and accrediting organizations, including the standards of The Joint Commission ("TJC") and the Undersea Hyperbaric Medicine Society (UHMS), (iii) a manner consistent with HOSPITAL's mission, policies, procedures, protocols, compliance and corporate responsibility programs and other applicable standards, (iv) conformity with HOSPITAL's tax-exempt and governmental status and its policies for charity care and reduced cost services. Without limiting the generality of the foregoing, PROVIDER agrees to perform its duties and obligations in a non-discriminatory manner without regard to race, color, religion, sex, national origin, sexual orientation, gender identity or expression, age, disability, source of reimbursement or disability, or any other protected status and in accordance with all of the terms and conditions of HOSPITAL's participation in the Medicare and Medicaid programs.
- C. Coordination of Activities. When performing its duties and obligations hereunder, PROVIDER shall coordinate its principal activities with HOSPITAL and, when appropriate, consult with the management and administrative staff of HOSPITAL, including the Administrative Director on all material matters. PROVIDER shall use commercially reasonable efforts to avoid duplicating the activities or functions of HOSPITAL that are performed by it on a centralized basis for all other HOSPITAL departments or units unless such duplication is otherwise approved by HOSPITAL.

Amendments. All provisions of this Agreement shall remain in effect throughout the term thereof unless the parties agree, in a written document signed by both parties, to amend, add or delete any provision. This Agreement contains all agreements of the parties with respect to matters covered herein, superseding any prior agreements and may not be changed other than by an agreement in

writing signed by the parties hereto. Email correspondence shall not qualify as a written document signed by an authorized signatory.

E. Authority of HOSPITAL.

1. Although HOSPITAL is delegating certain aspects of the operation of the Program to PROVIDER in accordance with the terms of this Agreement, HOSPITAL shall retain overall control over the business, policies, operations and assets of the Program. All decisions with respect to the business and operations of the Program are subject to HOSPITAL's approval. Nothing in this Agreement shall be construed to be a delegation to PROVIDER of any powers, duties or responsibilities required to be retained by HOSPITAL under applicable law or under the Medicare provider-based reimbursement rules, 42 C.F.R. § 413.65 *et seq.*, as they may be amended from time to time.
2. HOSPITAL shall be the holder of all certificates and licenses related to the Program and all accreditation certificates, and all contracts related to the management, operation and administration of the Program shall be entered into in the name and on behalf of HOSPITAL and shall be subject to its approval.
3. Notwithstanding any other provision in this Agreement to the contrary, PROVIDER shall not have the power or authority to enter into any contracts or other commitments by or on behalf of HOSPITAL.

III. REPRESENTATIONS AND WARRANTIES

- A. Representations and Warranties of PROVIDER. PROVIDER hereby represents and warrants to HOSPITAL that on and as of the date hereof and throughout the term of this Agreement, and except as specifically disclosed to HOSPITAL in writing:

The Hyperbaric Equipment is owned by Provider, free and clear of all liens and other encumbrances, and PROVIDER has full power and authority to furnish the Hyperbaric Equipment to HOSPITAL in accordance with the terms hereof.

Neither PROVIDER nor any member of the PROVIDER Staff who will provide services under this Agreement has been the subject of any investigation or other proceeding by any governmental authority or third party payor involving allegations of false claims or fraudulent billing practices or any violation of any federal or state laws or regulations relating to health care or the operation or management of the any health care facility, including, the laws and regulations governing the Medicare or Medicaid program or any other federal or state health benefit program;

Neither PROVIDER nor any of the PROVIDER Staff is subject to any pending or threatened litigation, investigation or other proceeding by or before any

governmental commission, board, bureau or other administrative agency or a health care facility, peer review organization or professional society.

Neither PROVIDER nor any member of the PROVIDER Staff is or has been excluded from participation in any federally-funded health care program, including the Medicare or Medicaid program.

If at any time during the Term PROVIDER knows that any member of the PROVIDER Staff is not in compliance with any such representation or warranty, PROVIDER shall immediately give written notice to HOSPITAL of such noncompliance. If any member of the PROVIDER Staff is excluded from participation in any federally-funded health care program, such staff member shall be immediately removed from the performance of any services hereunder this Agreement. For the purposes of this provision, the term "investigation" means any inquiry or investigation in which PROVIDER or any member of the PROVIDER staff is or has been designated as a "person of interest," "subject" or "target" or the equivalent by the investigating agency.

PROVIDER shall assure that the equipment and services it provides HOSPITAL are at all times in compliance with HOSPITAL's Policy No. I-66, set forth in **Exhibit D**.

IV. JOINT RESPONSIBILITIES OF PARTIES.

Community Education/Outreach. PROVIDER at its sole cost shall develop a community education and outreach program appropriate for the Program as an extension of HOSPITAL during the first six (6) months of the initial contract. Community education and outreach program is subject to HOSPITAL's prior approval, which shall not be unreasonably withheld. Each party will use reasonable efforts to implement and carry out these programs; cost to implement programs shall be the responsibility of PROVIDER.

V. RESPONSIBILITIES OF PROVIDER. From and after the Effective Date and thereafter throughout the Term, PROVIDER shall provide the following services to HOSPITAL at the Center, including without limitation, the following:

A. General.

Commencing on the Effective Date and subject to the limitations and conditions set forth in by this Agreement, PROVIDER shall provide the Services to HOSPITAL and supervise the day-to-day clinical and administrative operations of the Program subject to the direction and control of HOSPITAL, which shall have the final authority in all matters relating to the Program. PROVIDER shall exercise its best judgment in all of its Services. PROVIDER shall establish and maintain procedures to ensure that the quality and consistency of all medical services provided at the Center are, at a minimum, consistent with the generally accepted standards of care at HOSPITAL and in the community and shall cause the operations of the Program to comply with HOSPITAL's financial policies as they relate to patient care.

Prior to patient treatment, PROVIDER shall provide patients with a HOSPITAL approved form for signature advising patient that they are responsible for billing should a patient have no insurance coverage. Complete form with patient signature shall be kept in duplicate form with one (1) copy to remain with patient file and one (1) copy sent to HOSPITAL billing department. (ADMITTING AS400 POP UP)

PROVIDER shall incur cost of all supplies and related services needed for the day-to-day operations of the Program, including, but not limited to, what is existing as well as what the Program requires in the future, such as mail services, sterile processing, and general patient care related medical supplies (e.g. medical wound dressings, wound or wound care products, patient garments, oxygen hoods, masks, linen, and medical monitoring equipment) and other medical support equipment typically used in a wound and hyperbaric department as more particularly described in **Exhibit B and C** attached hereto. HOSPITAL shall deduct monthly supply cost from invoice payment. HOSPITAL shall be solely entitled to bill third-party payors and collect for such supplies and services.

VI. Operation and Maintenance.

- A. PROVIDER shall operate, service, maintain, repair and overhaul the Hyperbaric Equipment, at its sole cost and expense, in accordance with PROVIDER's regular maintenance standards and good industry practices, and pursuant to, and in compliance with, requirements of TJC and UHMS, and all state and federal laws and regulations, and the manufacturer's specifications and recommendations so as to keep it in good operating condition, ordinary wear and tear excepted, and PROVIDER shall be responsible for all licenses, permits and/or waivers (other than those which are the responsibility of HOSPITAL) with regard to the manufacture, operation and maintenance of the Hyperbaric Equipment and associated system interfaces. All Hyperbaric Equipment preventative maintenance reports shall be kept on site at HOSPITAL premise.
- B. PROVIDER, at its sole cost and expense, shall (unless prohibited by applicable law or regulation) promptly replace all necessary or useful appliances, parts, instruments, appurtenances, accessories and miscellaneous property of whatever nature that may from time to time be incorporated or installed in or attached to or otherwise become a part of the Hyperbaric Equipment and that may prove to be defective or become worn out, destroyed, damaged beyond repair, lost or stolen. All replacement parts shall be free and clear of all liens and shall be in at least as good operating condition as, and shall have a value and utility at least

equal to, the parts replaced, assuming such replaced parts were in the condition and repair required to be maintained by the terms hereof.

- C. PROVIDER shall, at its sole cost and expense, make such alterations and improvements to the Hyperbaric Equipment as may be required from time to time to meet the requirements of applicable laws, regulations and orders of any governmental authority having jurisdiction as soon as practicable after any such requirements shall arise.

VII. Personnel. PROVIDER shall be the employer of all non-physician personnel providing services at the Center. PROVIDER shall be responsible for supervising all PROVIDER Staff at the Center, and shall also be responsible (in the same manner as a division or a department of HOSPITAL) for the recommendation of physicians and other providers for privileges at the Center, subject to the Medicare provider-based reimbursement rules referred to in Section II.E.1 hereof. PROVIDER shall cooperate with HOSPITAL in addressing employee issues, including without limitation, enforcing HOSPITAL policies and procedures, participating in employment-related investigations, providing training to all Center personnel regarding employment issues (e.g., anti-harassment, diversity, etc.), assisting in resolving employee complaints and/or in the defense of employment-related claims, and taking responsibility for workplace safety and other related issues. PROVIDER shall have authority over the hiring, disciplining and termination of all PROVIDER Staff and shall be responsible for the conduct of all members of the PROVIDER Staff at the Center. If HOSPITAL is reasonably dissatisfied with any member of the PROVIDER Staff, upon request of HOSPITAL, PROVIDER and HOSPITAL shall discuss replacing the staff member. PROVIDER Staff shall be subject to the policies, procedures and directives adopted by HOSPITAL from time to time, in the same manner as non-physician personnel of divisions or departments of HOSPITAL.

- A. Program Director. At its cost and expense, PROVIDER shall provide a Program Director who is responsible to HOSPITAL for the administration of the Program and who will report to the Administrative Director monthly with the hospital's administrative team. The Program Director will additionally cooperate with HOSPITAL to recommend updates to HOSPITAL's Charge Master annually with respect to hyperbaric treatment services provided by HOSPITAL to its patients, cooperate with HOSPITAL to ensure accurate, efficient and timely billing and collection procedures for the Program, and cooperate with HOSPITAL payor contract managers on HOSPITAL contract updates for the Services.
- B. Provision and Supervision. At its cost and expense, PROVIDER shall use its Hyperbaric Staff to operate and maintain the Hyperbaric Equipment, and to provide all Services required by HOSPITAL in connection with the Program. Each PROVIDER Hyperbaric Technician shall be eligible to be certified by the National Board of Diving and Hyperbaric Medical Technology (NBDHMT) within six (6) months after the commencement date of his or her employment by PROVIDER at the Center. All Hyperbaric Observers shall be Basic Cardiac Life Support (BCLS)

certified and have passed a PROVIDER observer training course and completed Provider wound technician training. PROVIDER shall provide copies of all certifications and licenses of the aforementioned personnel as they become certified. Hyperbaric Services shall be available twenty-four (24) hours per day, seven (7) days a week for urgent/emergent Hyperbaric treatments. PROVIDER shall recruit, train, hire and schedule after hours hyperbaric nursing personnel who will be available to HOSPITAL for the Center. The minimum credentials of certain PROVIDER Staff are set forth in **Exhibit E**.

- C. Hiring and Training. PROVIDER, at its cost and expense, shall be solely responsible for the hiring and disciplining of all PROVIDER Staff. PROVIDER shall design and implement hyperbaric medicine training programs for all PROVIDER Staff, including on-call hyperbaric nursing personnel and physicians who provide services at the Center, and shall ensure that the members of the PROVIDER Staff are properly qualified and trained and satisfy, at a minimum, all educational and competency requirements established by federal and state regulatory agencies and accrediting bodies. PROVIDER shall provide remedial training, both actual and simulated, on a regular basis, and immediately upon becoming aware of any deficiency. Provided they do not interfere with the provision of required services, PROVIDER Staff shall be required to attend classes offered by HOSPITAL which directly impact patient care and patient safety including, but not limited to, Injury and Illness Prevention Program (IIPP) training, new employee orientation, infection control and emergency preparedness. PROVIDER Staff who are part-time shall be required to attend appropriate HOSPITAL orientation programs provided that the programs do not interfere with the provision of required services. Both full and part-time PROVIDER Staff are encouraged also to attend quality and customer service courses offered by HOSPITAL. Meetings, classes, and courses will be scheduled so as not to conflict with routine clinic hours whenever possible. PROVIDER shall ensure the competency of all PROVIDER Staff through periodic operational reviews and evaluations and shall maintain documentation evidencing all training, operational reviews, evaluations, quality assurance and educational activities carried out by PROVIDER pursuant to this paragraph.
- D. PROVIDER Staff. All PROVIDER Staff shall be employees of PROVIDER and not of HOSPITAL, including Hospital's Full-Time or Per diem employees. PROVIDER shall be responsible, at its sole cost and expense, for the payment of such PROVIDER employees' wages, salaries and benefits, uniforms and food allowances, as well as for the payment of any and all payroll and other taxes, fees, workers' compensation insurance, nurse medical malpractice and liability insurance, unemployment insurance, and any other insurance required to be carried according to the terms of this Agreement or by any federal, state or local governmental

body, statute, regulation or ordinance with respect to such employees' compensation or employment. PROVIDER shall comply with all applicable provisions of the Consolidated Omnibus Budget Reconciliation Act ("COBRA") as they pertain to PROVIDER Staff, as well as with any and all other obligations under applicable federal, state and local laws relating to an employer's obligations toward its employees. If HOSPITAL is dissatisfied with any member of the PROVIDER Staff, it will consult with PROVIDER regarding its concerns, and PROVIDER shall cooperate with HOSPITAL in addressing such concerns, and if such concerns are not resolved to the satisfaction of the HOSPITAL within a reasonable time period PROVIDER shall replace such PROVIDER Staff member. All PROVIDER Staff providing services in the Center shall be subject to the policies and procedures adopted by HOSPITAL from time to time, in the same manner as the personnel in other divisions and departments of HOSPITAL.

- E. Professional Conduct. PROVIDER shall abide by all HOSPITAL rules, regulations, policies, procedures and protocols, including, but not limited to, those applicable to service excellence, customer service, safety, dress code, and health standards and personal and professional conduct.

- VIII. Policy Development and Enforcement. PROVIDER shall develop written policies and procedures for the Program, including safety rules, and upon approval of such policies and procedures by HOSPITAL shall implement and enforce such policies and procedures at the Center. These policies and procedures shall be revised and updated annually by PROVIDER in order to comply with the applicable TJC, UHMS and other applicable accreditation, certification and licensing standards. PROVIDER shall assist HOSPITAL in conducting periodic reviews to ensure compliance with the foregoing policies as well as quality assurance and medical audit programs of HOSPITAL and the Medical Staff of the Center.
- IX. Quality Improvement and Utilization Review. PROVIDER will recommend and, with HOSPITAL's approval, implement quality improvement and utilization review programs at the Center and will develop and implement such additional quality assurance and utilization review programs as HOSPITAL may deem necessary or appropriate from time to time or as PROVIDER may deem necessary or appropriate from time to time, which programs shall, at a minimum, comply with the regulatory, accreditation and contractual requirements applicable to HOSPITAL and the Program. Monthly Performance Improvement reports shall be presented to Trauma Burn Administrative Staff in hard copy and electronic form.
- X. Compliance Programs. The parties recognize and acknowledge that the Center will be subject to HOSPITAL's compliance programs, as they may be modified from time to time, and PROVIDER's personnel will cooperate fully with HOSPITAL's designated compliance personnel in the implementation of applicable compliance policies at the Center.

- XI. Notices to HOSPITAL. PROVIDER shall promptly notify HOSPITAL of the following and all relevant facts related thereto:
- A. Any occurrence, event or condition known to PROVIDER that could materially impair the health or safety of any patients of the Center or the ability of PROVIDER to perform its obligations under this Agreement;
 - B. Any defective or inoperative equipment at the Center;
 - C. The existence and basis of any charges, suit, investigation, audit, disciplinary action or other proceeding against PROVIDER or any affiliate of PROVIDER or, if known, against any member of the Medical Staff or any employee of HOSPITAL relating to services provided for the Program and any claim by any plaintiff, governmental agency, health care facility, peer review organization or professional society which involves any allegation of incompetence or professional misconduct by PROVIDER or any member of the PROVIDER Staff or, if known, any member of the Medical Staff or any employee of HOSPITAL relating to services provided for the Program; and
 - D. Any issues relating to PROVIDER Staff or, if known, any member of the Medical Staff or any employee of HOSPITAL relating to services provided for the Program, including without limitation, complaints, allegations, threats or incidents of actual or alleged misconduct, and workplace safety violations; work-related injuries and accidents; changes in job functions and duties; any misclassifications regarding workers' compensation; union organizing activities; claims of harassment or unfair or abusive treatment.

Operations Manual. PROVIDER shall maintain a Program operations manual, which shall address, but not be limited to, after-hour hyperbaric treatment protocols, safety, hyperbaric equipment maintenance and malfunction, risks to patients and staff using the hyperbaric, and qualifications and training standards for PROVIDER Staff. In addition, PROVIDER shall have in place HOSPITAL approved programs and specific policies and procedures applicable to the following areas: safety, quality assurance, orientation and training, operations and maintenance.

Physician Recruitment. PROVIDER shall assist HOSPITAL in locating physicians interested in participating in the Program as hyperbaric physicians as well as medical leadership and shall assist HOSPITAL in the assignment of clinical responsibilities and scheduling for hyperbaric physicians as well as medical leadership.

Provision of Services; Physician Order. Hyperbaric treatments services shall be provided only upon the written order, and under the direction of, a physician who is a member of HOSPITAL's Medical Staff and who is qualified to order hyperbaric treatments. All patient records, treatment plans, written order shall be kept on-site at HOSPITAL premise at all times.

Provider shall generate a monthly report to capture the following items: scheduling, insurance pre-authorization, clinic co-payment collections, charge master entry and tracking of patient collections. In addition, payor mix, call hours and referrals from the wound clinic. The report will be sent to the Trauma /Burn Administration

RESPONSIBILITIES OF HOSPITAL

- A. Management of Program. The Program shall be operated under HOSPITAL's license and, accordingly, HOSPITAL has the ultimate responsibility for the management and operation of the Program, including professional and administrative responsibilities and the credentialing of PROVIDER Staff for patient care services in the Center.
- B. Access. HOSPITAL shall have full access to the Hyperbaric Equipment but no responsibility for operating or maintaining the Hyperbaric Equipment.
- C. Utilities. HOSPITAL shall provide and pay for the delivery of all electricity (primary and emergency backup), water (fire, chill, potable, fresh, etc.), drains, (sewer, water, commensurate, etc.) air conditioning, fresh breathing air supply to the Hyperbaric Equipment, ventilation and cooling air, including required chamber air and O₂ exhaust, heat, low and high pressure medical oxygen from its liquid oxygen system, including appropriate high and low pressure zone valves, system alarms and exhaust, and other high-pressure medical specialty gases, including special storage if required by codes, fire alarms and monitoring, and vacuum to the space occupied by the Hyperbaric Equipment.
- D. Delivery and Retrieval of Patients. HOSPITAL will provide appropriate facilities and equipment, and will develop and implement procedures and provide personnel, for the delivery and retrieval of patients to and from the Center. HOSPITAL will provide required professional medical services to HOSPITAL inpatients during such delivery and retrieval and during the performance of the Services. At HOSPITAL's request, PROVIDER shall assist HOSPITAL with delivery, retrieval, patient medical care and monitoring of patients as requested by the HOSPITAL (i) if such assistance does not interfere with the provision of Services to the patients, (ii) if HOSPITAL has credentialed the PROVIDER Staff for such patient care services, and (iii) subject to physician or nurse supervision.
- E. HOSPITAL Representative. At its sole cost and expense, PROVIDER shall provide a minimum of one (1) representative for the Program, who reports to the Trauma/Burn Administrative Team and works with the Program Director on administrative duties and functions for the Program.
- F. Billing and Collection. With the assistance of PROVIDER, HOSPITAL shall set the charges for hyperbaric treatment provided by HOSPITAL. HOSPITAL shall bill and collect for all hyperbaric treatment provided through the Program, to the extent permitted under applicable law. PROVIDER and HOSPITAL shall cooperate in facilitating the billing and collection of such charges. HOSPITAL shall make available to PROVIDER, at its request, access to all billing and collection information on Program patients, including charges, collections, denials

and payor contract terms in compliance with all applicable HOSPITAL policies and procedures. The goal is full financial transparency for the Program between the parties. Hospital and PROVIDER shall require all co-pays to be collected for all patients prior to performing services.

- G. Coverage. PROVIDER shall provide complete 24 hours per day, seven (7) days per week coverage for the Program.
- H. Medical Education. HOSPITAL shall conduct public education programs and educational materials regarding the Program's services commensurate with any Hospital wide marketing normally disseminated for the benefit of other HOSPITAL departments to make the public and physicians aware of the availability and overall benefits of hyperbaric treatments. PROVIDER shall provide at its cost to specific educational program materials just for the Center's Hyperbaric Medicine services, as required to market the Center to Patients and Physicians.
- I. Finance Department Support. To facilitate the accurate (i) entering of all charges for hyperbaric treatment services provided by HOSPITAL through the Program, and (ii) maintenance of Program accounts receivable, PROVIDER Staff shall have training and access to individual patient accounts on a computer terminal provided by HOSPITAL and located in the Center in compliance with all applicable HOSPITAL policies and procedures. Account inquiry will display demographic data plus insurance carrier, preapproval and/or preauthorization status and on-line notes documenting follow-up status by HOSPITAL's billing department. Access will also display total and detail charges, insurance and patient payments, contractual adjustments or discounts, bad debt write-offs, and current balance.

If not otherwise available in HOSPITAL billing system, HOSPITAL and PROVIDER mutually agree to permit PROVIDER personnel to have the capability of generating ad hoc reports (preferably printed in the Center) with the following information:

- Patient name and account number
- Admit date
- Discharge date (primary sort)
- Total charges and subtotal HBO charges
- Insurance and patient payments
- Calculate amounts payable to PROVIDER under this Agreement
- Contractual and bad debt adjustments
- Current account balance
- Aging designation

- Primary and secondary insurance carrier

Reference documentation in the Center shall include:

1. List of insurance carriers with a summary of benefits, requirements for preauthorization, etc.
2. Directory of all codes used in the data display (i.e.: aging codes, account status, etc.).

PROVIDER agrees to maintain total confidentiality on all information provided above and only allow use of such information within PROVIDER management and accounting staff. Refer to the BAA in Exhibit F.

- J. PROVIDER Research and Annual Publications. Subject to HOSPITAL's prior approval, which shall not be unreasonably withheld, PROVIDER shall be permitted to use the Hyperbaric Equipment to perform research and pilot studies and work as long as it does not interfere with the daily operations of the Program or the Center. PROVIDER will comply with all HOSPITAL requirements governing research protocols to include the IRB process. Any grants, research funds, other funds or revenues received by PROVIDER in connection with the use of the Hyperbaric Equipment and PROVIDER Staff in such research studies or work shall be equally dispersed between PROVIDER and HOSPITAL. Any funds resulting from Evidence Based Hyperbaric Treatments or other treatments offered as pilot studies or compassionate care by the Hospital to patients on a cash basis will equally dispersed between HOSPITAL and PROVIDER. HOSPITAL encourages a minimum of three to six (3-6) annual publications in peer review journals.
- K. Patient Outcome Data Base. HOSPITAL will provide the PROVIDER access to the HOSPITALS Electronic Medical Records system. Each of the PROVIDER's employees will be required to attend HOSPITAL's IT training session prior to gaining access. The PROVIDER shall utilize this system according to HOSPITAL's policies. L. Accreditation. PROVIDER will ensure UMC Hyperbaric Medicine Program accredited by the Undersea and Hyperbaric Medical Society accreditation within the first twelve (12) months initial contract term. If accreditation is not successfully obtained during this twelve (12) month period, PROVIDER shall be liable at a rate of \$1,000 per month until accreditation is secured. Given the accreditation requires both HOSPITAL and PROVIDER participation, it is agreed that HOSPITAL and PROVIDER will share first-time UHMS charges for Accreditation. Should accreditation not take place during the first attempt, PROVIDER shall bare all costs for additional attempts. PROVIDER will coordinate the scheduling for that effort based on availability of both parties and the UHMS team.

TERM AND TERMINATION

- A. Term. This Agreement shall be effective for a five (5) year term commencing on the Effective Date and terminating on the fifth anniversary of the Effective Date.

PROVIDER shall have the option to extend the Term for one (1) additional two (2) year period (the "Renewal Term").

B. Termination. This Agreement may be terminated prior to the expiration of the Initial Term or any Renewal Term under the following circumstances:

1. Either party may terminate this Agreement if any representation or warranty of the other party contained in this Agreement is false in any material respect when made or at any time during the term of this Agreement;
2. Upon breach of this Agreement by either party hereto, the non-breaching party may terminate this Agreement after sixty (60) days prior written notice to the breaching party specifying the facts and circumstances of the breach, unless the breach is cured within such sixty (60) day period; provided, however, that the notice and cure period shall be reduced to forty-eight (48) hours if the breach would jeopardize the health or safety of patients;
3. If the building housing the Center, the Center or any material portion thereof is destroyed or is so damaged that the Center cannot continue operations and it is reasonably anticipated that the Center will not be able to resume full operation within ninety (90) days after such destruction or damage, then either party may terminate this Agreement upon no less than thirty (30) days' notice;
4. Either party may terminate this Agreement immediately upon written notice if the other party voluntarily files a petition in or for bankruptcy, reorganization or an arrangement with creditors, makes a general assignment for the benefit of creditors, is adjudged bankrupt, is unable to pay its debts as they become due or has a trustee, receiver or other custodian appointed on its behalf, or should any other case or proceeding under any bankruptcy or insolvency law be commenced against it and not be dismissed within sixty (60) days after the filing thereof, or should it commence a proceeding for its dissolution or liquidation;
5. In the event (a) either party is advised by its legal counsel that this Agreement or the performance of or compliance with any of the obligations of such party under this Agreement poses a material risk of violating any legal requirements referenced in this Agreement or applicable to the parties or services to be provided hereunder or any legal requirements related to HOSPITAL's tax exempt status or any tax exempt bond financing, (b) any agency or bureau of any federal, state or local government issues an order, decree or ruling or takes any other action which could materially and adversely affect the ability of any party to perform its obligations under this Agreement or otherwise prohibits or restricts the performance of any party's obligations hereunder, including commencement of a legal proceeding or threat to commence such a proceeding on the basis of such party's participation herein, or (c) there is

any change in federal, state or local law or regulation or the interpretation thereof by any governmental agency or judicial body after the Effective Date which would subject either party to civil or criminal prosecution or any other adverse proceeding on the basis of such party's participation herein in the reasonable opinion of legal counsel selected by the parties who is experienced in health law matters, then the affected party shall give written notice thereof to the other party specifying in reasonable detail the relevant facts and circumstances and the parties shall negotiate in good faith with a view towards modifying this Agreement to resolve any adverse effects created by such action and in the event the parties are unable to reach agreement as to such modification within sixty (60) days after such notice or have determined that compliance with such legal requirement is impossible or impractical, either party may terminate this Agreement immediately upon written notice to the other; or

6. Notwithstanding anything contained in this Agreement to the contrary, this Agreement may be terminated by either party without cause upon one hundred eighty (180) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

C. Effects of Termination.

1. In the event of the termination of this Agreement, PROVIDER shall be paid all undisputed fees thereto for earned and reimbursed for all expenses incurred for which reimbursement is required under this Agreement through the effective date of termination. The termination of this Agreement for any reason shall be without prejudice to any payments or obligations which may have accrued or become due hereunder prior to the effective date of termination or which may become due after such termination. Sections XVI, XVII, XVIII, XIX, XX, XXI, XXIV, and XXV shall survive the expiration or termination of this Agreement for any reason. Following expiration or termination of this Agreement for any reason, PROVIDER shall cooperate with HOSPITAL and assist in the orderly and efficient transfer of all phases of the administration of the Program to HOSPITAL or its designee, including without limitation, cooperation with any efforts by HOSPITAL to hire any clinical or administrative personnel who are employed by PROVIDER and provided Services at the Center; and PROVIDER shall surrender to HOSPITAL copies of all material documents and records in its possession that are owned by HOSPITAL. If this Agreement expires or is terminated for any reason, HOSPITAL shall have the option to purchase the Hyperbaric Equipment for its fair market value. The purchase price shall be negotiated by the parties in good faith. If the parties are unable to agree upon the fair market value of the Hyperbaric Equipment within ninety (90) days following termination of the Agreement or HOSPITAL elects not to exercise its option to purchase.

- 2.. In the event HOSPITAL exercises its right to terminate pursuant Section XVII.B.6, hereinabove, HOSPITAL shall pay all construction expenses necessary to allow removal of PROVIDER’s equipment. PROVIDER shall pay all actual removal costs, including permits, cranes, rigging, and equipment disconnect and packaging, plus actual cost of shipment.
3. In the event PROVIDER exercises its right to terminate pursuant Section XVII.B.6, hereinabove, PROVIDER shall pay all construction expenses necessary to allow removal of equipment. PROVIDER shall pay all actual removal costs, including permits, cranes, rigging, and equipment disconnect and packaging, plus actual cost of shipment.

XVIII. COMPENSATION

- A. Payment. In full consideration for the Services provided by PROVIDER for the Program, HOSPITAL shall pay PROVIDER on a cumulative volume of patients regardless of the number of visits.

Number of Patients / year	Providers share of collections
1 – 200	50%
201 – 350	60%
356 – 450	65%
451 - 550	70%
551+	75%

- B. Payment Date. The compensation payable once the hospital is reimbursed.

XIX. PROVIDER INSURANCE AND INDEMNIFICATION. PROVIDER, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:

- A. Comprehensive or Commercial Form General Liability Insurance (contractual liability and product liability included) with a limit of one million dollars (\$1,000,000) per occurrence. Aggregate two million dollars (\$2,000,000).
- B. Professional Liability Insurance (includes errors and omissions) covering only professional PROVIDER Staff, with limits of one million dollars (\$1,000,000) per occurrence.
- C. Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

- D. Workers' Compensation and Employers Liability Insurance in a form and amount covering PROVIDER's full liability under the appropriate Workers' Compensation Insurance and Safety Act.
- E. Other Insurance. Such other insurance in such amounts which from time to time may be reasonably required by HOSPITAL against other insurable risks relating to the Services. Provided there is no cost to PROVIDER, the coverage referred to under Section XIX, paragraphs A and B shall be endorsed to include HOSPITAL as an additional insured. Such provision, however, shall apply only in proportion to and to the extent of the negligent acts or omissions of PROVIDER, its officers, employees, and agents. Such coverage will insure HOSPITAL from the negligent acts or omissions of PROVIDER, its officers, employees and agents.
- F. Indemnity. PROVIDER shall defend, indemnify and hold HOSPITAL and its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PROVIDER, its officers, employees, or agents. PROVIDER's obligation to defend is limited to the defense of HOSPITAL in connection with alleged acts and omissions of PROVIDER. HOSPITAL shall be responsible to defend itself against any allegations of acts and omissions of HOSPITAL.
- G. General. All insurance provided by PROVIDER pursuant to this Section XIX shall be affected under valid and enforceable policies reasonably satisfactory in form and substance to HOSPITAL. All policies shall be issued by insurers of recognized responsibility, and unless otherwise agreed by the parties, licensed to do business in Nevada. Upon the signing hereof and thereafter upon request, PROVIDER shall provide to HOSPITAL a copy of any such policy or a certificate with respect to such coverage. If any such insurance policy is written on a "claims-made" basis, such policy shall have a retroactive date on or before the Effective Date. Following the expiration or sooner termination of this Agreement, PROVIDER will continue such coverage for a period of at least six (6) years or purchase a tail policy reasonably satisfactory to HOSPITAL. PROVIDER shall cause the issuers of its policies to give HOSPITAL at least thirty (30) days written notice prior to cancellation of or any material change in any policy which would adversely affect the coverage afforded thereby.
- XX. **HOSPITAL INSURANCE AND INDEMNIFICATION.** HOSPITAL, at its sole cost and expense, shall insure its activities in connection with this Agreement by maintaining programs of self-insurance as follows:
- A. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence.

- B. Business Automobile Liability Self-Insurance Program for owned, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.
- C. Professional Medical and HOSPITAL Liability Self-Insurance Program with limits of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
- D. Workers' Compensation and Employers Liability Self-Insurance Program covering HOSPITAL's full liability under the Workers' Compensation Insurance and Safety Act of the State of Nevada.
- E. Other Insurance. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of PROVIDER and HOSPITAL against other insurable risks relating to performance.
- F. Indemnity. To the extent expressly authorized by Nevada Statutes, HOSPITAL shall defend, indemnify and hold PROVIDER and its officers, employees and agents harmless from and against all liability, loss, expense, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or intentional acts or omission of HOSPITAL, its officers, agents or employees. HOSPITAL's obligation to defend is limited to the defense of PROVIDER in connection with alleged acts and omissions of HOSPITAL. PROVIDER shall be responsible to defend itself against any allegations of PROVIDER's acts and omissions.
- G. Use and Disclosure of PHI. The parties agree that use and disclosure of Patient Health Information (PHI) shall be governed by the terms of HOSPITAL's Business Associate Agreement, set forth in **Exhibit F**, attached hereto and made apart herein. In the event of any PHI breach of this provision, HOSPITAL shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available. This provision shall survive termination of the Agreement.
- H. General. All insurance provided by HOSPITAL pursuant to this Section XIX shall be affected under valid and enforceable policies reasonably satisfactory in form and substance to PROVIDER. All policies shall be issued by insurers of recognized responsibility, and unless otherwise agreed by the parties, licensed to do business in Nevada. Upon the signing hereof and thereafter upon request, HOSPITAL shall provide to PROVIDER a copy of any such policy or a certificate with respect to such coverage. If any such insurance policy is written on a "claims-made" basis, such policy shall have a retroactive date on or before the Effective Date. Following the expiration or sooner termination of this Agreement, HOSPITAL will continue such coverage for a period of at least six (6) years or purchase a tail policy reasonably satisfactory to PROVIDER. HOSPITAL shall cause the issuers of its policies to give PROVIDER at least thirty (30) days written notice prior to cancellation of or any material change in any policy which would adversely affect the coverage afforded thereby.

XXI. COOPERATION IN DISPOSITION OF CLAIMS

- A. Cooperation. PROVIDER and HOSPITAL agree to cooperate with one another in the investigation and disposition of third-party liability claims arising out of the services provided under this Agreement or in the operation of the Program. It is the intention of the parties hereto to fully cooperate in the disposition of all such claims. Such cooperation may include joint investigation, defense and disposition of claims of third parties arising from services performed under this Agreement. PROVIDER and HOSPITAL agree to inform one another whenever an incident report is filed or when an investigation is initiated concerning any professional service performed under this Agreement. To the extent allowed by law, PROVIDER and HOSPITAL shall have reasonable access to the medical records and charts of the other relating to any such claims or investigations; provided, however, that nothing in this section shall require PROVIDER or HOSPITAL to disclose any peer review documents, incident reports, records or communications which are privileged under the attorney client privilege or under the attorney work product privilege.
- B. Exchange of Information. The parties shall cooperate in providing information to each other as necessary and as provided by law to allow both parties to provide the services hereunder.

XXII. COOPERATION IN HOSPITAL CONTRACTING WITH THIRD PARTY PAYERS. PROVIDER agrees to cooperate with HOSPITAL in connection with HOSPITAL's contracting with payors with respect to managed care contracts for hyperbaric treatments including amendments to existing payor agreements that permit carve-out payments for hyperbaric treatments based on more cost effective treatments.

XXIII. CONFIDENTIALITY

- A. PROVIDER shall maintain the confidentiality of any information regarding patients, including financial, statistical, operating and personal data, which may be obtained through patient medical records, test results, reports, or any other records. PROVIDER agrees that all information and records obtained in the course of providing services to patients shall be subject to confidentiality and disclosure provision of applicable federal and state statutes and regulations adopted pursuant thereto. PROVIDER agrees to keep such information confidential and to instruct its employees, agents and subcontractors to keep such information confidential.
- B. To the extent required by law, HOSPITAL shall maintain confidentiality of any information regarding patients, including financial, statistical, operating and personal data, which may be obtained through patient medical records, test results, reports, or any other records. HOSPITAL agrees that all information and records obtained in the course of providing services to patients shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes

and regulations adopted pursuant thereto. To the extent required by law, HOSPITAL agrees to keep such information confidential and to instruct its employees, agents and subcontractors to keep such information confidential.

- C. To the extent provided by law, HOSPITAL agrees to keep information provided by PROVIDER concerning the design and operation of the Hyperbaric Equipment confidential and to instruct its employees, agents, and subcontractors to keep such information confidential. Any and all of HOSPITAL's patient records and charts created as a result of the performance under this Agreement shall be and remain the property of HOSPITAL. Both during and after the term of this Agreement, HOSPITAL and PROVIDER shall be permitted to inspect and/or duplicate, at their respective expense, any individual charts or records to the extent necessary to assist in the defense of any malpractice or similar claim to which such chart or records may be pertinent. Such inspection and/or duplication shall be permitted and conducted pursuant to commonly accepted standards of patient confidentiality in accordance with applicable federal, state and local laws.

XXIV. INTELLECTUAL PROPERTY RIGHTS

- A. PROVIDER Materials. HOSPITAL acknowledges that any and all proprietary systems, manuals, computer software, materials and other PROVIDER work product, in whatever form, provided by or developed by PROVIDER in the performance of its obligations and duties pursuant to the terms of this Agreement and all materials policies, procedures and information delivered by PROVIDER for use in connection with the Program (the "PROVIDER Materials") including but not limited to the documents provided under this contract, shall be owned by, and shall be the exclusive property of, PROVIDER. Notwithstanding the foregoing, PROVIDER agrees to, and does hereby grant to HOSPITAL, a non-exclusive, royalty-free, fully-paid right and license to use any and all proprietary systems, manuals, computer software, materials and other information, in whatever form, owned or licensed by PROVIDER during the term of this Agreement for the purposes of managing, operating and administering the Program during the term of this Agreement
- B. Third Party Materials. Each party acknowledges and agrees that the other party may, from time to time, acquire rights to use certain third party computer software, systems, documentation and other proprietary materials (collectively, "Third Party Materials") for use in the management, operation and administration of the Program under this Agreement. Each party agrees to use commercially reasonable efforts to secure a corresponding royalty-free, fully-paid, non-exclusive right and license for the other party to use such Third Party Materials for the lesser of (i) the duration of the license of the relevant Third Party Materials, or (ii) the duration of the term of this Agreement. If either party is unable to obtain such a license within a reasonable period of time, it shall notify the other party thereof and shall assist and co-operate with such other party in acquiring such license.

- C. HOSPITAL Materials. PROVIDER acknowledges that any and all proprietary systems, manuals, computer software, materials and other HOSPITAL work product, in whatever form, provided by or developed by HOSPITAL for the management, operation and administration of the Program (the "HOSPITAL Materials") shall be owned by, and shall be the exclusive property of, HOSPITAL. Notwithstanding the foregoing, HOSPITAL hereby grants to PROVIDER a non-exclusive, royalty-free, fully-paid right and license to use any and all proprietary systems, manuals, computer software, materials and other information, in whatever form, owned or licensed by HOSPITAL during the term of this Agreement for the purpose of operating and administering the Program during the term of this Agreement.
- D. Jointly Developed Materials. The parties acknowledges that any and all proprietary systems, manuals, computer software, materials and other work product, in whatever form, jointly developed by the parties for the management, operation and administration of the Program (the "Joint Materials") shall be owned by, and shall be the exclusive property of, HOSPITAL. Notwithstanding the foregoing, HOSPITAL hereby grants to PROVIDER a non-exclusive, royalty-free, fully-paid right and license to use any and all Joint Materials during the term of this Agreement for the purpose of operating and administering the Program during the term of this Agreement.
- XXV. BUSINESS ASSOCIATES. HOSPITAL and PROVIDER will execute a Business Associate Agreement as **Exhibit F**. This Agreement is intended to satisfy certain requirements of, and shall be interpreted consistent with, the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 CFR Parts 160 and 164 as amended (the "HIPAA Regulations").
- XXVI. ASSIGNMENT. Neither party may assign this Agreement or any interest hereunder or subcontract, arrange for or delegate any duties or responsibilities hereunder, except with the prior written consent of the other party. Any assignment or purported assignment of this Agreement or any interest hereunder or any other delegation or attempted delegation of any duties or responsibilities hereunder other than as herein provided shall be void and of no force or effect. In addition, for purposes of this Agreement, the sale, transfer, lien or encumbrance of the stock of PROVIDER shall constitute an assignment of this Agreement and shall be void unless approved in writing by both PROVIDER and HOSPITAL. Notwithstanding anything to the contrary contained herein, PROVIDER can assign its compensation as provided herein to a financing institution at its own discretion.
- XXVII. EXCLUSIVITY. HOSPITAL which, for purposes of this Section XXVI, includes any entity that controls or is controlled by HOSPITAL (and any successor entity to HOSPITAL) and the facilities of HOSPITAL that are located within a ten (10)-mile radius of the Center ("Exclusive Area"), hereby grants PROVIDER the exclusive right within the Service Area to provide hyperbaric medicine and certain wound healing services to HOSPITAL for the term of the Agreement and any extension hereunder.

XXVIII. RELATIONSHIP OF PARTIES

- A. Independent Contractor. Nothing in this Agreement shall affect the separate identity of PROVIDER or HOSPITAL. In providing services under this Agreement, PROVIDER is and shall act as an independent contractor and neither PROVIDER nor any personnel employed by PROVIDER are nor shall be treated as employees or agents of HOSPITAL. Nothing contained in this Agreement shall be construed to create a joint venture, partnership, association or other affiliation or like relationship between the parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either party be liable for the debts or obligations of the other except as otherwise specifically provided in this Agreement.
- B. Authority to Act. Although HOSPITAL is delegating certain aspects of the Program to PROVIDER in accordance with the terms of this Agreement, all decisions with respect to the business and operations of the Program are subject to HOSPITAL's approval. In the event that HOSPITAL objects to the manner in which the Services are being provided, PROVIDER will modify its services in a timely manner to respond to the HOSPITAL's concern. PROVIDER shall have no authority to enter into any contracts or obligations on behalf of HOSPITAL. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge and agree that the Board of Directors of HOSPITAL is responsible for all patient care at the Center, and said Board may alter, abridge or direct action in contravention of this Agreement in the interests of patient care.

XXIX. MISCELLANEOUS

- A. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and permitted assigns.
- B. Amendment. This Agreement may not be modified, altered, amended or supplemented except in writing executed by the parties hereto.
- C. Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of the Agreement and supersedes any prior agreements, oral or written, including without limitation, the Prior Agreement, and all other communications among the parties relating to such subject matter.
- D. Governing Law. This Agreement shall be governed in all respects by the laws of Nevada.
- E. Severability. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions shall remain in full force

and effect unaffected by such severance, provided that the invalid provisions are not material to the original purpose and operation of this Agreement.

- F. Fraud and Abuse. It is the intent of the parties hereto to comply with all state and federal anti-kickback, self referral laws, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), including the standards for privacy of individually identifiable health information set forth in 45 C.F.R. Parts 160 and 164 (the “Privacy Rules”), the laws applicable to HOSPITAL as an exempt organization under section 501(c)(3) of the Internal Revenue Code as such laws apply to this Agreement, and all laws of like effect and any regulations promulgated under such laws, and all provisions hereunder shall be construed in such manner as to be in conformity therewith. Subsequent to the execution of this Agreement, should any provision of this Agreement be reasonably determined by counsel to either party that such provision is contrary to the provision of such laws or regulations, then the parties agree to attempt in good faith to renegotiate the problematic provision to the mutual satisfaction of the parties. In the event the parties are not able to mutually agree on modification of the problematic provision, then either party may terminate this Agreement upon thirty (30) days written notice to the other party.
- G. HHS Audit. To the extent required by law or regulations, PROVIDER shall make available, upon written request from HOSPITAL, the Secretary of Health and Human Services, the Comptroller General of the United States, or any other duly authorized agent or representative, this Agreement and PROVIDER's books, documents and records to the extent necessary to certify the nature and extent of HOSPITAL's costs for services provided by PROVIDER. PROVIDER shall preserve and make available such books, documents and records for a period of ten (10) years after the end of the term of this Agreement, or the length of time required by state or federal law. If PROVIDER is requested to disclose books, documents or records pursuant to this Section for any purpose, PROVIDER shall notify HOSPITAL of the nature and scope of such request, and PROVIDER shall make available, upon written request of HOSPITAL, all such books, documents or records. PROVIDER shall indemnify and hold harmless HOSPITAL if any amount of reimbursement is denied or disallowed because of PROVIDER's failure to comply with the obligations set forth in this Section. Such indemnity shall include, but not be limited to, the amount of reimbursement denied, plus any interest, penalties and legal costs.
- H. Interruption of Service. Any party shall be excused from any delay or failure in performance hereunder caused by reason of any occurrence or contingency beyond its reasonable control, including, but not limited to, acts of God, acts of war, fire, insurrection, labor disputes, riots, earthquakes, or other acts of nature. The obligations and rights of the party so excused shall be extended on a day-to-day basis for the time period equal to the period of such excusable interruption. In the event the interruption of the excused party's obligations continues for a period in excess of thirty (30) days, the other parties shall have the right to

terminate this Agreement upon ten (10) days prior written notice to the excused party.

- I. Waiver. Waiver by any party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as waiver of such right. All rights and remedies provided for herein are cumulative.
- J. Budget Act. In accordance with NRS 352.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.
- K. Fiscal Fund Out Clause. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminator fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- L. Notices. Any written notice given under this Agreement shall be sent, postage prepaid, by certified U.S. mail, return receipt requested, to the following person(s) as these may be:

To: HOSPITAL

University Medical Center of Southern Nevada
Attn: Chief Executive Officer
1800 West Chancellor Boulevard
Las Vegas, NV 89102

To: PROVIDER

- M. False Claims Act.

a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.

b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven day a week compliance hotline. Provider is expected to immediately report to Hospital's Corporate Compliance Officer directly at (702) 383-6211, through the hotline (888) 691-0772 or the website at <http://umcsn.alertline.com> or in writing, any actions by a medical staff member, Hospital vendor, or Hospital employee which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

UNIVERSITY MEDICAL CENTER OF
SOUTHERN NEVADA

By: _____

By: _____

Name: _____

Title: _____

EXHIBIT A

SCOPE OF WORK

Provider shall provide all the equipment, labor, supplies, maintenance, and management to operate a hyperbaric program at UMC of Southern Nevada for routine, emergent and critical care treatments. PROVIDER will provide all hyperbaric services to inpatient and outpatient on a 24 hour, 7 day week basis. All nursing and technical personnel (staff) will be provided by the PROVIDER.

VIII. Equipment and Supplies

4. Provide two (2) single chamber units. Units must be able to treat critical care patients.
5. Provide one (1), three (3) person chamber unit.
6. Provide all the equipment, supplies, materials, and manpower for routine and critical care chamber function.

IX. Requirements

13. Obtain and maintain verification of chamber with the Undersea and Hyperbaric medicine society.
14. Provide ongoing IRB research and annual publications.
15. Quarterly performance will be reported to the over site management division within UMC.
16. Records of orientation and training, operations and maintenance, will be available on site and at UMC request.
17. Provide performance improvement department of UMC on the 1st calendar day of the each quarter. The reports will include performance improvement activities conducted, problems identified, corrective actions taken and patient outcomes of all treatments.
18. Policies and procedures shall address safety, equipment malfunctions, risks to patients and staff using the equipment, and qualifications and training standards for provider members.
19. All policies and procedures applicable to the following areas; Safety, Quality Assurance, Orientation and training , operations and maintenance, will be available on site and at UMC request.
20. Hours of operation are Monday through Friday from 8:00 a.m. to 4:30 p.m. with on call hours services for all remaining hours of the day and weekends; therefore able to provide service 24 hours per day, 7 days a week, 365 days per year. PROPOSER shall meet the on-call and after hours staffing requirements of two (2) Certified Hyperbaric Technicians (CHT) and one Critical Care Trained Hyperbaric Nurse per 24/7 period, 365 days per year.
21. Provider will comply with all UMC policy and procedures related to Human resources, Administration policy and procedures and corporate compliance.
22. Provider will treat all patients once a criterion for treatment has been determined.

23. Professional liability will be maintained at minimum one million dollars per occurrence and three million in the aggregate.
 24. Level 1 hyperbaric medicine service.
 - i. Level 1 is defined by the UHMS as a hyperbaric program that offers a full scope of service for the hyperbaric patient. They are typically hospital-based facilities that cover all recognized indications, including emergency life or limb threatening and are available for treatment of the emergent patient 24/7.
 1. Emergent Indications: (May be treated on an on-call basis 24/7)
 2. Decompression Illness – caused by either altitude or underwater exposure
 3. Arterial Gas Embolism –
 4. Carbon Monoxide/Cyranide Exposure
 5. Limb reattachments
 - ii. Compromised graft/flap
 - iii. Crush injury
 - iv. Necrotizing infection post debridement and appropriate antibiotics
 1. Routine conditions: (Treated M-F 7:30 to 1600 excluding holidays)
 2. All others
 3. Level of Care – Based on hospital categories
 - v. ICU or immediate postop
 - vi. Ventilator dependent must be treated in OH5K
 - vii. Others – based on clinical judgment of attending hyperbaric physician
 - viii. IMC or Med Surg
 - ix. May be treated in OH2K unless it is operationally more efficient or safer to treat higher level patient in OH5K.
 - x. Obtain and maintain Accreditation of the Hyperbaric Medicine Center with the Undersea and Hyperbaric Medicine Society (UHMS) within one (1) year of contract execution. Once obtained, PROPOSER and OWNER will coordinate to maintain accreditation of the hyperbaric medicine center.
- X. Staff
10. Essential staff will be defined as an adequate number to provide hyperbaric services to include as one of the FTE hyperbaric nurse to be present at hospital eight hours per day who shall be named the hyperbaric nurse coordinator to perform clinic coordination, nursing supervision and patient care related to hyperbaric treatment.
 11. Provider will solely be responsible for the hiring and training of technicians to properly operate the equipment.

12. Provider will provide all information and documentation regarding the licensure, certifications background checks and experience of its staff. Information shall be updated, at least annually, and on site at all times.
13. Provider shall use full-time or part-time hyperbaric technicians and hyperbaric observe to operate and maintain the Equipment and provide registered nurse management and supervision for those technicians.
14. While Chamber is in use, PROVIDER must maintain the following staffing levels at all times; these positions may not be the same person: Outside observer, Inside Diver, and Driver
15. Provider will properly train all qualified non-physician personnel in accordance with hyperbaric standards established by the Undersea and Hyperbaric Medical Society (UHMS) or the American College of Hyperbaric Medicine (ACHM), Baromedical Nurses Association (BNA) and National Board of Diving and Hyperbaric Medical Technology (NBDHMT).
16. A personnel file must be established in hospital Human Resources Department for all on-site vendor employees. See **Exhibit D regarding OWNER's I-66 Policy.**
17. Essential staff will be defined as an adequate number to provide hyperbaric services to include as one of the FTE hyperbaric nurse to be present at hospital eight (8) hours per day who shall be named the hyperbaric nurse coordinator or Nurse Program Director to perform clinic coordination, nursing supervision and patient care related to hyperbaric treatment.
18. Provider shall meet the current staffing requirement of all full time (FT) staff being certified by either the Baromedical Nurses Association (BNA) or the National Board of Diving and Hyperbaric Medical Technology (NBDHMT).

XI. Training

5. Provide all education for hyperbaric chamber orientation or training, as appropriate, to any physician who may need any specific skills as determined by hospital by laws and credentialing through Medical and dental staff by laws .
6. Providers will properly trained and qualified non-physician personnel in accordance with hyperbaric standards established by under seas and hyperbaric medicine society.
7. Provider staff at provider's expense will maintain all required mandatory required testing and classes including hospital sponsored orientation and/or training programs up to 32 hours per year.
8. Provide all education for hyperbaric chamber orientation and/or training, as appropriate, to any physician who may need any specific skills as determined by hospital by laws and credentialing through Medical and Dental Staff By-Laws.

XII. Maintenance

7. Ability to perform maintenance on each chamber routinely and submit logs of ongoing maintenance to Plant Ops twice yearly.
8. Indicate standards for repair or equipment replacement as needed.

9. Maintains all aspect of chamber maintenance in accordance with its regular maintenance standards and manufactures recommendations, and in compliance with Joint Commission on accreditation of healthcare organizations (JC) and all local, state and federal laws and regulations and be responsible for all licenses, permits and/or waivers with regard to the Equipment.
10. Ability to perform maintenance on each chamber routinely and submit verification of on-going maintenance to the hospital twice per year.
11. Indicate standards for repair or equipment replacement as needed.
12. Maintain all aspects of chamber maintenance in accordance, such as:
 - a. regular maintenance standards;
 - b. manufacturer's recommendations;
 - c. Joint Commission Compliance on Accreditation of Healthcare Organizations;
 - d. all local, state and federal laws and regulations; and
 - e. Responsible for all licenses, permits and/or waivers with regards to the equipment.
 - f. Offer modernization equipment upgrades at no cost to the HOSPITAL OWNER.

XIII. Performance Criteria

8. Utilize best practices to ensure protection of UMC-proprietary information, intellectual property, trade secrets, or other sensitive information.
9. Provide performance improvement department of UMC on the 1st calendar day of the each quarter. The reports will include performance improvement activities conducted, problems identified, corrective actions taken and patient outcomes of all treatments.
10. Over site UMC management will have input in utilization reviews quarterly.
11. Provider will treat all inpatient and outpatient patients once a criterion for treatment has been determined by treatment protocols provided by the provider.
12. All policies and procedures applicable to the following areas; Safety, Quality Assurance, Orientation and training , operations and maintenance, will be available on site and at UMC request.
13. Policies and procedures shall address safety, equipment malfunctions, risks to patients and staff using the equipment, and qualifications and training standards for provider members.
14. Records of orientation and training, operations and maintenance, will be available on site and at UMC request

XIV. Equipment Installation / Removal

1. Provider shall be responsible for the installation and removal to include construction.
2. Provider is encouraged to work with out-going/in-coming provider to coordinate removal and installation.
3. All construction for the installation and removal must be coordinated through Hospital's Plant Operations Department.

EXHIBIT B

HYPERBARIC EQUIPMENT PROVIDED BY PROVIDER

PROVIDER Hyperbaric Equipment

Equipment details and specifications of the proposed and awarded Provider

Note: If patient census dictates an increase of Hyperbaric capacity, Provider agrees to add additional Hyperbaric capacity it deems suitable contingent on subsequent mutual agreement for that equipment's installation costs and any remodel required for that installation.

EXHIBIT C

MEDICAL MONITORING AND CRITICAL CARE OUTFITTING EQUIPMENT PROVIDED BY HOSPITAL

HYPERBARIC PROGRAM MEDICAL EQUIPMENT

One (1) TCMO₂ Monitors (one three site module units)

Two (2) Mechanical Ventilators

One (1) ECG Monitoring System

Five (5) Infusion Pumps (battery operated with modified batteries)

One (1) Suction Canister Units

Two (2) Gurneys

One (1) Glucometer

One (1) Billing Computer/Information System with monitor and printer

General Office Furniture and Telephones

NOTE: Brand names are suggested models only. HOSPITAL can substitute with comparable hospital standardized alternates. PROVIDER is responsible for recommending any appropriate alterations to HOSPITAL-owned equipment for Hyperbaric/pressure compatibility. The actual work on HOSPITAL equipment will be conducted by HOSPITAL Clinical Engineering Staff in accordance with HOSPITAL policy.

EXISTING WOUND HEALING EQUIPMENT PROVIDED BY HOSPITAL

Hospital to provide a detailed list of the existing equipment and outfitting in the Center.

[Existing-list of equipment will be finalized with the contract.]

EXHIBIT D

HOSPITAL POLICY NO. 1-66

Administration	
ADMINISTRATIVE POLICY AND PROCEDURES	
Policy Name:	CONTRACTED NON EMPLOYEES/ALLIED HEALTH NON CREDENTIALLED/DEPENDENT ALLIED EALTH/TEMPORARY STAFF/THIRD PARTY EQUIPMENT
Policy ID Number:	I-66
Start Date:	6/10/2011
Approval Date:	8/30/2011
Approved by:	Brian Brannman

PURPOSE:

To assure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy; and, to ensure the priority utilization of contracted services, staffing and equipment.

POLICY:

1. All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.
2. All Credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.
3. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
4. Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management Department.
5. Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.

6. Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures; The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training, and licensure be appropriate for the assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

Records concerning the contracted individual shall be maintained by Hospital's Department of Human Resources (HR) and the clinical department directly impacted by the services provided. HR will provide Employee Health and Employee Education information with an on going list of these individuals and the department in which they work.

Laboratory Services

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

Healthcare Providers

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide individual's applicable education, training, and licensure appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

Clinical Care Services

Contractor may employ such Allied Health providers as it determines necessary to perform its obligations under the contract. For each such Allied Health provider, contractor shall be responsible for furnishing Hospital with evidence of the following:

1. Written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification, or registration as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services, and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and

approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.

3. Physical examination or certification from a licensed physician stating good health.
4. Double TB Skin Testing. For individuals in Exposure Categories I and II, proof individual was offered the option of receiving a Hepatitis B vaccine or a signed declination if refused is required.
5. Measles/Mumps/Rubella Immunizations or adequate titers. Chicken Pox status must be established by either a history of chicken pox, a serology showing positive antibodies or proof of varivax and other required testing. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide UMC authorization to audit these files upon request.
6. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements, and (4) on an annual basis.
 - a. Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission, and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
 - b. Competency assessments of allied health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
 - c. Competency assessments must include an objective, measurable system, and be used periodically to evaluate job performance, current competencies, and skills.
 - d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of HR.
 - e. The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual's:
 - i. Knowledge and ability required to perform the written job description;
 - ii. Ability to effectively and safely use equipment;
 - iii. Knowledge of infection control procedures;
 - iv. Knowledge of patient age-specific needs;
 - v. Knowledge of safety procedures; and
 - vi. Knowledge of emergency procedures.
7. Contractor has conducted an orientation process to familiarize allied health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.

8. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.
9. Contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services.
10. Contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's allied health providers that meets UMC standards; and
 - b. The patterns and trends relating to the contractor's use of allied health providers.
11. Contractor ensures that each allied health provider has acquired an identification badge from Hospital's Department of Human Resources before commencing services at Hospital's facilities; and, ensures badge is returned to HR upon termination of service.
12. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an allied health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. The supervising department will complete an exit review form and submit to HR for individual's personnel file.

Non Clinical Short Term Temporary Personnel

Non clinical short term personnel on site for construction, remodeling or new project implementation purposes will abide by Hospital's I-179 Vendor Roles and Responsibilities and/or Engineering Department processes. This process is applicable to anyone that is on property ninety (90) days or less.

EQUIPMENT:

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be provided to HR to be included in Hospital's medical equipment management program.

1. All equipment brought into UMC is required to meet the following criteria:
 - a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering Department.
 - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering Department.
 - c. Monitoring and evaluation will include:
 - i. Preventive maintenance;
 - ii. Identification and recordation of equipment management problems;
 - iii. Identification and recordation of equipment failures; and
 - iv. Identification and recordation of user errors and abuse.

- d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's Department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment are able to demonstrate or describe:
 - a. Capabilities, limitations, and special applications of the equipment;
 - b. Operating and safety procedures for equipment use;
 - c. Emergency procedures in the event of equipment failure; and
 - d. Processes for reporting equipment management problems, failures and user errors.
3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
 - a. Knowledge and skills necessary to perform maintenance responsibilities; and
 - b. Processes for reporting equipment management problems, failures and user errors.

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - a. Copy of contract
 - b. Copy of Contractor's liability insurance (general and professional)
 - c. Job description
 - d. Resume
 - e. Copy of current Driver's License **OR** One 2x2 photo taken within 2 years
 - f. Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
 - g. Current license verification/primary source verifications
 - h. Competency Statement/Skills Checklist (Contractor's and UMC's)
 - i. Annual Performance Evaluation(s)
 - j. UMC Department Specific Orientation
 - k. Attestation form/letter from Contractor completed for medical clearances
 - l. Completion of Non-Employee specific orientation

2. The following documents may be maintained at Contractor's Office:
 - a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health, (Clinical Personnel) Annual Tuberculosis (TB)/health clearance test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, Drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC.
 - b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge, and IT security access.
 - c. Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation – Provided by the Employee Education Department

1. Non-Employee orientation must occur prior to any utilization of contracted personnel.
2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Education Department.
3. Nurses must complete the RN orientation manual before working if Per Diem and within one week of hire if a traveler. RN orientation will be scheduled by the appropriate responsible UMC Manager.
4. Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Employee Education. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.
2. Complete UMC incident reports and/or medication error reports when appropriate using the PSN. The Contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

Agency Personnel Assignment Guidelines

1. Duties will be assigned by the Physicians, Department Manager, Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.

2. Administer care utilizing the standards of care established and accepted by UMC.
 3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.
 4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Employee Education department.
- Administer narcotics as appropriate to position and scope of practice.

EXHIBIT E

MINIMUM CREDENTIALS

I. PROGRAM DIRECTOR

(a) Education

1. Associate Degree in underwater technology or equivalent civilian or military diving, hyperbaric medicine or health care related programs approved by PROVIDER.
2. Current BLS certificate.
3. Education or experience in hyperbaric program maintenance as approved by PROVIDER.
4. Current certification by the National Board of Diving and Hyperbaric Medical Technology (“NBDHMT”).
5. Wound Healing Training by PROVIDER.

(b) Work Experience

1. Minimum of five (5) years combined in the fields of health care, management, hyperbaric, diving or equivalent military experience

(c) Health Requirements

1. Must pass annual diving physical.

(d) Job Summary

1. Responsible for overall administration, management and safe operation of the Program.

(e) Job Duties

1. Responsible for the overall management and safe operation of the Program.
2. Supervise all PROVIDER full-time and part-time employees to ensure full compliance with all Agreement terms and conditions.
3. Report to and be accountable to Hospital Administration, Medical Director and PROVIDER home office oversight to ensure contract compliance.
4. Carry out all administrative duties required by HOSPITAL and PROVIDER home office (payroll, patient financial and technical report submittals).
5. Assist HOSPITAL to ensure The Joint Commission’s wound and hyperbaric department requirements are met.
6. Assist HOSPITAL in the education and adjunctive uses hyperbaric medicine by helping to provide wound and hyperbaric abstracts, advice

and other clinical information for formal presentation by the Medical Director to all appropriate referral sources.

7. Assist HOSPITAL to evaluate its reports in order to ensure physician and HOSPITAL wound healing and hyperbaric treatment documentation is complete for proper billing and collections and assist HOSPITAL with denials.
8. Assist HOSPITAL to develop and implement education programs for staff and others regarding the wound and hyperbaric medicine.
9. Facilitate meeting with HOSPITAL Billing Department to review billing for Services as requested by HOSPITAL.

II. HYPERBARIC and Wound TECHNICIAN(s)

(a) Education

1. Completion of a formal course in hyperbaric theory and operation; approved by PROVIDER (i.e., Military, civilian, or in-house training).
2. Current Emergency Medical Technician or Diver Medical Technician or equivalent allied health certification.
3. Current CPR certification.

Wound Healing Training

(b) Work Experience

1. Minimum of one (1) year in hyperbaric systems and wound operations.

(c) Health requirements

1. Must pass annual diving physical.

(d) Job Summary

1. Performs assigned duties to assure safe and efficient operation of the hyperbaric chamber.

(e) Job Duties

1. Operates, maintains and ensures safety of the hyperbaric facility and all associated systems and equipment.
2. Performs routine preventive maintenance and cleaning under the direction of the Program Director.
3. Carries out other duties as set forth by the Program Director or Medical Director of the Center.

III. HYPERBARIC OBSERVER

(a) Education

1. Current CPR certification.

- (b) Health Requirements
 - 1. Must pass annual diving physical.
- (c) Job Summary
 - 1. Performs assigned duties to assure safe and efficient operation of the hyperbaric chamber. [Works a maximum of 32 hours a week.]
- (d) Job Duties
 - 1. Attends to the comfort and safety of the hyperbaric patient during his or her therapy at the CENTER.
 - 2. Performs routine first echelon preventive maintenance and cleaning under the direction of the Senior Hyperbaric Technician or Program Director.
 - 3. Carries out other duties as set forth by the Program Director or Medical Director of the Center.

IV. Administrative Assistant

- a) Education
 - 1. High school graduate or GED equivalent; (Bachelors degree preferred).
 - 2. Formal education or equivalent experience in the field of medical billing and coding.
 - 3. Proficient in the use of Microsoft Office programs.
 - 4. Current BLS certificate.
 - 5. Bilingual preferred.
- (b) Work Experience
 - 2. Minimum of one year combined in the any of the following fields: health care, office management, billing and coding, finance, insurance or equivalent.
- (c) Health Requirements
 - 1. Must be able to lift from floor level to waist level. Requires standing, walking, pushing, crouching, kneeling, bending, lifting, reaching at arms length and extensive keyboard work.
- (d) Job Summary
 - 1. Collects and implements patient data, patient registration, charge entry, provides insurance information and follow-ups and obtains authorization from insurance companies for patient treatments.
 - 2. Reviews and monitors status of CENTER billings and collections.
 - 3. Clerical duties performed include accessing HOSPITAL information systems computers, Microsoft Word, Excel, Access and utilization of the internet as needed.

4. Maintains monthly reports and is in compliance with all diagnosis and billing requirements.
5. Attends staff meetings and keeps minutes if requested.
6. Requests charts from medical records for clinic.
7. Interfaces seamlessly with all HOSPITAL personnel and departments.
8. Provides phone reception and other duties as needed by the Program Director or Medical Director.

(e) Job Duties

1. Answers telephones professionally and directs calls to appropriate parties.
2. Takes and delivers messages appropriately when necessary.
3. Assists HOSPITAL financial department.
4. Performs registration, charge entry and other related functions.
5. Obtains authorization from patients' insurance provider for hyperbaric treatment and/or clinic visits.
6. Obtains patient medical records for clinic and as needed.
7. Maintains monthly reports of billing and collections.
8. Provides assistance as directed by Program Director and Medical Director

EXHIBIT F

BUSINESS ASSOCIATE AGREEMENT

EXHIBIT G
REPORTS AND DOCUMENTATION

	Deliverable	Due	Submitted To
1	Provide Performance Improvement reports. (Section IX) Reports shall include, but shall not be limited to the following data: (i) Performance improvement activities conducted; (ii) Problems identified; (iii) Corrective actions taken; and (iv) Patient outcomes of all treatments.	First (1 st) calendar day of each quarter	Trauma/Burn Administration
2	Monthly and Quarterly <u>Reports</u> . Reports shall provide the following information: <ul style="list-style-type: none"> • Patient name, • Duration, • Number of treatments, • Type of treatments (i.e., inpatient, outpatient, regular or emergency) provided, and • Patient referrals patterns (to include physician, facility, and payer source) These reports shall provide such additional information as Trauma/Burn Administration may reasonably request.	Reports by the fifteenth day of the following month	Trauma/Burn Administration
3	I-66 Information (Exhibit D)	As Required	Human Resources
4	Equipment Manuals, Policies, Maintenance Records (Sections VI and XII)	100% Available	Readily Available in Department
5	Provide copies of all certifications, licenses and training for Staff. (Exhibit A)	As Required	Trauma/Burn Administration and Human Resources
6	Insurance Documentation (Section XVIII)	Annually	Contracts Management
7	Policy Development and review (Section VIII)	Periodically	Trauma/Burn Administration
8	Provide ongoing IRB research and annual publications. (Exhibit A)	As Required	Trauma/Burn Administration
9	Policies and procedures applicable to the following areas; Safety, Quality Assurance, Orientation and training , operations and maintenance, will be available on site at all times. (Exhibit A)	100% Available	Readily Available in Department
10	Provider shall generate a monthly report to capture the following items: scheduling, insurance pre-authorization, clinic co-payment collections, charge master entry and tracking of patient collections. In addition, payor mix, call hours and referrals from the wound clinic.	Monthly	Trauma/Burn Administration
11	Submit maintenance logs for each chamber	Twice a year	Plant Ops