# University Medical Center Of Southern Nevada

## CONFIRMATION FORM
**for**
**RECEIPT OF RFP NO. 2016-02**
**Document Scanning Services**

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.

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**VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:**

PROJECT NO. RFP NO. 2016-02

DESCRIPTION: Document Scanning Services

## 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:_____

**EMAIL THIS CONFIRMATION FORM TO: heather.mclain@umcsn.com**
**OR FAX TO: (702) 383-2609**
**TYPE or PRINT CLEARLY**

# UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

# REQUEST FOR PROPOSAL

# RFP NO. 2016-02
# Document Scanning Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2016-02
Document Scanning Services

University Medical Center of Southern Nevada (UMC) is soliciting proposals from qualified vendors to provide Document Scanning Services.

The RFP package is available as follows:

- Pick up – University Medical Center, Contracts Management Office, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.

- By Electronic Mail or Mail – Please email a request to Contracts Management at heather.mclain@umcsn.com specifying the project number and description. Be sure to include your company name, contact name, mailing address, phone and fax numbers, email address, or call (702) 383-7816.

- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on "Current Opportunities", scroll to the bottom for UMC's Opportunities and locate appropriate document in the list of current solicitations.

**A non-mandatory pre-award site visit will be held on Wednesday, January 20, 2016 at 9:30 a.m. PST at the Delta Point Building at 901 Rancho Lane Suite 250, Las Vegas, Nevada 89106.**

Proposals will be accepted at the University Medical Center address specified on Item #8, on or before, **Thursday, January 28, 2016** at **2:00:00 p.m.**, based on the time clock at the UMC Materials Management office. Proposals are time-stamped upon receipt. Proposals time-stamped after 2:00:00 p.m. will be recorded as late, remain unopened, and be formally rejected.

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PUBLISHED:
Las Vegas Review Journal
January 17, 2016

**GENERAL CONDITIONS**
RFP NO. 2016-02
Document Scanning Services

1. TERMS

The term "OWNER" or "UMCSN", as used throughout this document, will mean University Medical Center of Southern Nevada. The term "GB" as used throughout this document will mean the Governing Board 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

OWNER is soliciting proposals from qualified vendors to provide document scanning services within the terms of this RFP.

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. UMC is a 541 bed hospital, currently operating a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center, an active Cardiology Program, Organ Transplant Program, Burn Care Center and a Level 3 Intensive Care Nursery. In addition, UMCSN operates seven (7) Quick Care facilities and six (6) Primary Care facilities.

Purpose

See **Exhibit A**.

Expectations of Business Partner

UMCSN strives to provide exemplary service to its patients. UMCSN therefore has high expectations of its business partners. It is expected that the business partner will provide quality products and services 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 UMCSN to ensure that the agreement remains competitive with continual review of market conditions.

4. DESIGNATED CONTACTS

OWNER's representative will be Heather McLain, Contracts Management. All questions regarding this RFP, including the selection process, must be directed to Heather McLain at telephone number (702) 383-7816, or email heather.mclain@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the GB 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 | Sunday, January 17, 2016 |
| Non-Mandatory Pre Award Site Walk Through | Wednesday, January 20, 2016 |
| Final Date to Submit Questions | Friday, January 22, 2016 |
| Last Day for Addendums | Tuesday, January 26, 2016 |
| **RFP Responses Due (2:00 p.m. PST)** | **Thursday, January 28, 2016** |
| RFP Evaluations | February 2016 |
| Finalists Selection | February 2016 |
| Finalists Oral Presentations (if required) | February 2016 |
| Final Selection & Contract Negotiations | February-March 2016 |
| Award & Approval of the Final Contract | February-March 2016 |

7. METHOD OF EVALUATION AND AWARD

Since the Service requested in this RFP is considered to be a non-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. 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.

Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the Service under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract(s) to the GB for approval. A sample contract is attached hereto and incorporated by reference herein as **Exhibit B**.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages (not counting attached Exhibits and Attachments). 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 19.** The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not necessary.

**PROPOSER shall submit one (1) clearly labeled "Original" and seven (7) copies of their proposal.** The name of PROPOSER's firm shall be indicated on the cover of each proposal. **Additionally, PROPOSER shall submit one (1) electronic copy in PDF or MS Word format on a CD. (Please do NOT submit a flash/thumb drive).**

**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/mailing instructions for proposals:

| Hand Delivery | U.S. Mail Delivery | Express Delivery |
|---|---|---|
| University Medical Center<br>Materials Management<br>Trauma Center Building<br>800 Rose Street, Suite 409<br>Las Vegas, Nevada 89106 | University Medical Center<br>Materials Management<br>1800 West Charleston Blvd<br>Las Vegas, Nevada 89102 | University Medical Center<br>Materials Management<br>800 Rose Street, Suite 409<br>Las Vegas, Nevada 89106 |
| RFP No. 2016-02<br>Document Scanning Services | RFP No. 2016-02<br>Document Scanning Services | RFP No. 2016-02<br>Document Scanning Services |

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped no later than 2:00:00 p.m. PST on the RFP opening date. RFPs time-stamped after 2:00:00 p.m. PST, based on the time clock at the UMC Materials Management office will be recorded as late, remain unopened and be formally rejected.

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 not 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 GB 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. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a UMC facility, the successful PROPOSER may be required to obtain a Clark County business license or register annually as a limited vendor business with the Clark County Business License Department.

a. Clark County Business License is Required if:

1. A business is physically located in unincorporated Clark County, Nevada.
2. The work to be performed is located in unincorporated Clark County, Nevada.

b. Register as a Limited Vendor Business Registration if:

1. A business is physically located outside of unincorporated Clark County, Nevada
2. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov , go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

18. CONTRACT

A sample of OWNER's Standard Contract (not customized for this Service) is attached for your review as **Exhibit B**. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Office of the General Counsel.

19. EVALUATION CRITERIA

Proposal evaluation will be based upon your response to the questions asked below. Answers are to meet the requirements identified in the Scope of Services **Exhibit A**. **All questions are to be answered in the order they appear and be noted with the identifying letter and number**. If answers/documentation is lacking for any of the item(s) in a section below, it will be assumed the respondent is unable to fulfill the requirement for that particular item(s) or section(s) and may result in disqualification.

A. **Cover Letter**

The first page of the Proposal submittal shall contain a statement that declares all information provided therein does not include any Confidential Proprietary and/or Private information as identified in Sections 14 and 15 of this Request for Proposal. It must also identify that the statement supersedes and nullifies any page in the Proposal that may be marked as Confidential, Proprietary, and/or Private and acknowledge that the Proposal will become Public Information upon award. The statement must be signed by the PROPOSER's Authorized Representative. Failure to provide such declaration may be deemed as ground for return of the unread proposal.

B. **Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any factor 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.
4. State the number of clients for whom you provide such Services.
5. Describe any bankruptcies and/or lawsuits, past and present involving your organization.
6. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
7. List all firm demographics including:
   a. Total number of employees;
   b. Total number of women employed;
   c. Total number of minorities employed; and
   d. Total number of bilingual employees; indicate language(s) spoken.

8. Successful PROPOSER, upon request of OWNER, will submit a copy of its Certificate of Insurance listing OWNER as Additional Insured as included in **Exhibit C**.

9. If applicable, PROPOSER must complete and submit the attached Affidavit with its proposal as included in **Exhibit D**.

10. If applicable, PROPOSER must complete and submit the attached Subcontractor Information form with its proposal as included in **Exhibit E**.

11. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit F**.

12. PROPOSER must complete and submit the attached Business Associate Agreement with its proposal as included in **Exhibit G**.

13. PROPOSER must review the attached I-179 Policy as included in **Exhibit H**. Any staff, either prime contractor or subcontractor, who will come onsite for business at the Hospital shall participate in the I-179 Program.

14. PROPOSER must review the attached I-66 Policy as included in **Exhibit I**. Any staff, either prime contractor or subcontractor, who works at the Hospital everyday shall participate in the I-66 Program.

15. PROPOSER must review the attached UMC Information Technology Requirements for Technology Implementations as included in **Exhibit J**.

C. **Executive Summary**

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the PROPOSER is going to accomplish the project. The Executive Summary should include a schedule of major milestones.

D. **Experience**

1. Describe your experience in Document Imaging Services in the healthcare industry. Include a brief resume of all similar projects your organization has performed for the past 3-5 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the State of Nevada.

2. Provide three (3) hospital references currently providing the requested Service, preferably of similar size and complexity of OWNER. Include hospital name, key contact(s) name, contact phone number and contact email address.

3. Provide three (3) references for other medical institutions.

E. **Fees/Invoices**

1. Please list any applicable expense(s) associated with all of the products/services described within your RFP response (e.g. cash access fees, conversion fees, late fees, technology, training, account/program management).

2. Describe any out-of-pocket expense to OWNER.

3. Attach sample invoice and discuss PROPOSER's invoicing process.

F. **Other**

Other factors PROPOSER determines appropriate which would indicate to OWNER that PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

**EXHIBIT A**

**SCOPE OF SERVICES**

I. **Intent (Objective):** It is UMCSN's objective to scan/digitize the majority of the files located in the Organ Transplant Division (OTD). The services will be performed onsite at the UMCSN's designated location of 901 Rancho Lane, Suite 250, Las Vegas, Nevada 89106 between the hours of 8:00 a.m. through 5:00 p.m., Monday through Friday.

II. **Scope of Work:** There are 6 areas of files that must be dealt with individually to account for the different structure and content among the specialty area. There are approximately 1,000,000 pages total for scanning.

1. Active Post Binders – Blue Binders
2. Active Post (Labs) – Paper Folders (redwell type)
3. Active Wait List – Maroon Binders
4. Older Post Files – Blue and Black Binders
5. Pre-wait List – Red Binders
6. Living Donors – Green Binders

UMCSN will determine in which order the scanning services of each file area shall be scanned/digitized.

The PROPOSER will be responsible for assisting UMCSN staff in boxing up the binders and folders to be scanned/digitized and prepping them in a separate location as to not disrupt the current UMCSN staff and workflow process.

The PROPOSER must include all of the following technology:

- TRAKSTAR
- Ultrasonic Detection Scanners
- VRS Technology
- Tri Linear Cameras

The PROPOSER must provide a compiled copy of all scanned data: "Offer a copy of all records scanned and place information on a hard drive provided by the UMCSN Center for Transplantation"

The PROPOSER must use the VRS technology on as many of the consents that are hi-lighted.

The PROPOSER must provide a chain of custody so that no records are lost.

The PROPOSER must also provide HIPAA security for PHI including using a secure web repository and they must utilize a quality assurance process during scanning.

The PROPOSER must be able to handle the volume (approx 1 million pages) in a timely manner so as not to disrupt workflow, a chart cannot be "out of staff use" for more than 4 days.

The PROPOSER must also index the pages into approximately 20 different identified tabs so the information is separated into the proper area.

The PROPOSER must use secure transfer protocol "secure PGP/FTP" to transfer the information into the Transplant electronic record.

II. **Payment Terms:** Net 90 days

III. **Term and Termination:** The initial contract term will be for four (4) months with two (2) two-month options to renew upon mutual acceptance. Either party may terminate this agreement with a 90 day written notice to the other.

IV. **Contract Extension:** UMC reserves the option to temporarily extend this contract for up to six (6) months from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

V. **Governing Law:** The Agreement shall be governed by and construed under the laws of the state of Nevada without regard to conflicts of law principles.

**EXHIBIT B**

**Sample Contract**

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

CONTRACT FOR //TITLE//

//MASTER BID NO//

| |
|---|
| |
| NAME OF FIRM |
| |
| DESIGNATED CONTACT, NAME AND PROJECT<br>(Please type or print) |
| |
| ADDRESS OF FIRM<br>INCLUDING CITY, STATE AND ZIP CODE |
| |
| (AREA CODE) AND TELEPHONE NUMBER |
| |
| (AREA CODE) AND FAX NUMBER |
| |
| E-MAIL ADDRESS |

**CONTRACT FOR //TITLE//**

This Contract is made and entered into this _____ day of _____ 20____, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (hereinafter referred to as HOSPITAL), and //LEGAL NAME// (hereinafter referred to as PROVIDER), for //SERVICE// (hereinafter referred to as PROJECT).

W I T N E S S E T H:

WHEREAS, the PROVIDER has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed $_____, including all travel, lodging, meals and miscellaneous expenses; and

WHEREAS, the PROVIDER has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, HOSPITAL and PROVIDER agree as follows:

**SECTION I: TERM OF CONTRACT**

HOSPITAL agrees to retain PROVIDER for the period from _____ through _____ ("Initial Term"), with the option to renew for _____, ____-year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by HOSPITAL within the scope of this Contract. HOSPITAL reserves the right to extend the Contract for up to an additional _____ (____) months for its convenience.

**SECTION II: COMPENSATION AND TERMS OF PAYMENT**

A. Compensation

HOSPITAL agrees to pay PROVIDER for the performance of services described in the Scope of Work (**Attachment A**) for the fixed fee / not-to-exceed amount of $_____. HOSPITAL's obligation to pay PROVIDER cannot exceed the fixed fee / not-to-exceed amount. It is expressly understood that the entire work defined in **Attachment A** must be completed by the PROVIDER and it shall be the PROVIDER's responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fee.

B. Progress or Milestone Payments

1. The PROVIDER will be entitled to progress payments in accordance with the completion of tasks indicated in the Scope of Work **(Attachment A)**.
2. The PROVIDER will be entitled to progress payments in accordance with the completion of tasks indicated in the Milestones attachment **(Attachment D)**.

C. Terms of Payments

1. Payment of invoices will be made within _____ (____) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. Payment of travel and other miscellaneous expenses, with a not-to-exceed amount of $_____, will be made within _____ (____) calendar days upon receipt of an accurate invoice(s) with supporting documentation that has been reviewed and approved by HOSPITAL.
3. HOSPITAL, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
   a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
   b. For time and materials contracts, time is to be defined as an hourly rate prorated to the 1/4 hour for

invoicing purposes. If applicable, copies of all receipts, bills, statements, and/or invoices pertaining to reimbursable expenses such as; airline itineraries, car rental receipts, cab and shuttle receipts, and statement of per diem rate being requested must accompany any invoices containing travel expenses. Maximum reimbursable travel expenses under this contract shall be defined and set at the current U.S. GSA's CONUS rates at the time of travel. CONUS rates may be found at the following website: **http://www.gsa.gov/portal/category/21287**.

c. Expenses not defined in **Attachment A**, Scope of Work, or expenses greater than the per diem rates will not be paid without prior written authorization by HOSPITAL.

d. HOSPITAL's representative shall notify the PROVIDER in writing within 14 calendar days of any disputed amount included on the invoice. The PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph C.1 above. Upon mutual resolution of the disputed amount the PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph C.1 above.

4. No penalty will be imposed on HOSPITAL if HOSPITAL fails to pay PROVIDER within _____ (____) calendar days after receipt of a properly documented invoice, and HOSPITAL will receive no discount for payment within that period.

5. In the event that legal action is taken by HOSPITAL or the PROVIDER based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to HOSPITAL's available unencumbered budgeted appropriations for the PROJECT.

6. HOSPITAL shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER's negligence, resulting from or arising out of errors or omissions in PROVIDER's work products, which have not been previously paid to PROVIDER.

7. HOSPITAL shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in **Attachment A**, Scope of Work.

8. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

D. HOSPITAL's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.

2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Contract 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. This Contract 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 Contract. HOSPITAL agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Contract. In the event this section is invoked, this Contract 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.

3. HOSPITAL's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to the PROVIDER.

**SECTION III: SCOPE OF WORK**

Services to be performed by the PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Contract, attached hereto.

**SECTION IV: CHANGES TO SCOPE OF WORK**

A. HOSPITAL may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in the PROVIDER's cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of the PROVIDER for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by the PROVIDER of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Contract.

B. No services for which an additional compensation will be charged by the PROVIDER shall be furnished without the written authorization of HOSPITAL.

**SECTION V: RESPONSIBILITY OF PROVIDER**

A. It is understood that in the performance of the services herein provided for, PROVIDER shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner and method except as required by this Contract. Further, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

B. PROVIDER shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by PROVIDER's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, the PROVIDER must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within 30 days, HOSPITAL may terminate this Contract for default.

C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by the HOSPITAL.

D. The PROVIDER agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Contract and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.

E. The PROVIDER will follow HOSPITAL's standard procedures as followed by HOSPITAL's staff in regard to programming changes; testing; change control; and other similar activities.

F. The PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by the PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.

G. It shall be the duty of the PROVIDER to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. PROVIDER

will not produce a work product which violates or infringes on any copyright or patent rights. The PROVIDER shall, without additional compensation, correct or revise any errors or omissions in its work products:

1. Permitted or required approval by HOSPITAL of any products or services furnished by PROVIDER shall not in any way relieve the PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
2. HOSPITAL's review, approval, acceptance, or payment for any of PROVIDER's services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to HOSPITAL caused by PROVIDER's performance or failures to perform under this Contract.

H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by PROVIDER to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Contract, whichever comes first. PROVIDER shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Contract.

I. Drawings and specifications remain the property of the PROVIDER. Copies of the drawings and specifications retained by OWNER may be utilized only for its use and for occupying the PROJECT for which they were prepared, and not for the construction of any other project. A copy of all materials, information and documents, whether finished, unfinished, or draft, developed, prepared, completed, or acquired by PROVIDER during the performance of services for which it has been compensated under this Contract, shall be delivered to OWNER's representative upon completion or termination of this Contract, whichever occurs first. OWNER shall have the right to reproduce all documentation supplied pursuant to this Contract. PROVIDER shall furnish OWNER's representative copies of all correspondence to regulatory agencies for review prior to mailing such correspondence.

J. The rights and remedies of HOSPITAL provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

**SECTION VI: SUBCONTRACTS**

A. Services specified by this Contract shall not be subcontracted by the PROVIDER, without prior written approval of HOSPITAL.

B. Approval by HOSPITAL of PROVIDER's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Contract by PROVIDER's subcontractor or its sub-subcontractor.

C. The compensation due under Section II shall not be affected by HOSPITAL's approval of PROVIDER's request to subcontract.

**SECTION VII: RESPONSIBILITY OF HOSPITAL**

A. HOSPITAL agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of

this Contract by HOSPITAL's representative, //COORD//, //CODEPT//, telephone number (702) //XXX-XXXX// or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform PROVIDER by written notice before the effective date of each such delegation.

C. The review comments of HOSPITAL's representative may be reported in writing as needed to PROVIDER. It is understood that HOSPITAL's representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

D. HOSPITAL shall assist PROVIDER in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.

E. PROVIDER will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent PROVIDER.

**SECTION VIII: TIME SCHEDULE**

A. Time is of the essence of this contract.

B. PROVIDER shall complete the PROJECT in accordance with the milestones contained in **Attachment D** of this Contract.

C. If the PROVIDER's performance of services is delayed or if the PROVIDER's sequence of tasks is changed, PROVIDER shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

D. In the event that the PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to prosecute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the Contract or any extensions thereof, the PROVIDER shall pay to the HOSPITAL, as liquidated damages, the sum of **$**_____ for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the HOSPITAL in completing the work.

E. In the event that the PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted in writing by HOSPITAL or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in the Contract or any extensions thereof, the PROVIDER shall pay to HOSPITAL as liquidated damages the sum of **$**_____ for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by HOSPITAL in completing the work.

**SECTION IX: SUSPENSION AND TERMINATION**

A. Suspension

HOSPITAL may suspend performance by PROVIDER under this Contract for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to PROVIDER at least 10 working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of 30 days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such

suspension of performance by HOSPITAL based on appropriated funds and approval by HOSPITAL.

B. Termination

1. Termination for Cause

This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:

a. not less than ____ calendar days written notice of intent to terminate; and

b. an opportunity for consultation with the terminating party prior to termination.

2. Termination for Convenience

a. This Contract may be terminated in whole or in part by HOSPITAL for its convenience; but only after the PROVIDER is given not less than ____ calendar days written notice of intent to terminate; and

b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay the PROVIDER that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.

3. Effect of Termination

a. If termination for substantial failure or default is effected by HOSPITAL, HOSPITAL will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:

i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and

ii. Any payment due to the PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of the PROVIDER's default.

b. Upon receipt or delivery by PROVIDER of a termination notice, the PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to HOSPITAL's representative, copies of all deliverables as provided in Section V paragraph H.

c. If after termination for failure of the PROVIDER to fulfill contractual obligations it is determined that the PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of HOSPITAL.

d. Upon termination, HOSPITAL may take over the work and prosecute the same to completion by agreement with another party or otherwise. In the event the PROVIDER shall cease conducting business, HOSPITAL shall have the right to make an unsolicited offer of employment to any employees of the PROVIDER assigned to the performance of this Contract.

4. The rights and remedies of HOSPITAL and the PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.

5. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER's principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER's control.

## SECTION X: INSURANCE

The PROVIDER shall obtain and maintain the insurance coverage required in **Attachment B** incorporated herein by this reference. The PROVIDER shall comply with the terms and conditions set forth in **Attachment B** and shall include the cost of the insurance coverage in their prices.

**SECTION XI: NOTICES**

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

| | |
|---|---|
| TO HOSPITAL: | University Medical Center of Southern Nevada<br>Attn: Contracts Management<br>1800 W. Charleston Blvd.<br>Las Vegas, NV 89102 |
| TO PROVIDER: | _____<br>_____<br>_____<br>_____ |

**SECTION XII: MISCELLANEOUS**

A. Amendments

No modifications or amendments to this Contract shall be valid or enforceable unless mutually agreed to in writing by the parties.

B. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER shall not, under any circumstances, be considered employees of the HOSPITAL, and that they shall not be entitled to any of the benefits or rights afforded employees of HOSPITAL, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. HOSPITAL will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of PROVIDER or any of its officers, employees or other agents.

C. Immigration Reform and Control Act

In accordance with the Immigration Reform and Control Act of 1986, the PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

D. Public Funds / Non-Discrimination

PROVIDER acknowledges that the HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, handicapping condition (including AIDS or AIDS related conditions), national origin, or any other class protected by law or regulation, HOSPITAL may declare the PROVIDER in breach of the Contract, terminate the Contract, and designate the PROVIDER as non-responsible.

E. Assignment

Any attempt by PROVIDER to assign or otherwise transfer any interest in this Contract without the prior written consent of HOSPITAL shall be void.

F. Indemnity

The PROVIDER does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or

intentional misconduct of the PROVIDER or the employees or agents of the PROVIDER in the performance of this Contract.

G. Governing Law

Nevada law shall govern the interpretation of this Contract.

H. Covenant Against Contingent Fees

The PROVIDER warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, HOSPITAL shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

I. Gratuities

1. HOSPITAL may, by written notice to the PROVIDER, terminate this Contract if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the PROVIDER or any agent or representative of the PROVIDER to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
   a. to pursue the same remedies against the PROVIDER as it could pursue in the event of a breach of this Contract by the PROVIDER; and
   b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by the PROVIDER in providing any such gratuities to any such officer or employee.
3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

I. Audits

The performance of this contract by the PROVIDER is subject to review by HOSPITAL to insure contract compliance. The PROVIDER agrees to provide HOSPITAL any and all information requested that relates to the performance of this contract. All request for information will be in writing to the PROVIDER. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of contract and be cause for suspension and/or termination of the Contract.

J. Covenant

The PROVIDER covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. PROVIDER further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

K. Confidential Treatment of Information

PROVIDER shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

L. ADA Requirements

All work performed or services rendered by PROVIDER shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

M. Subcontractor Information

The PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), and Nevada Business Enterprise (NBE) subcontractors for this Contract utilizing the attached format **Attachment C**. The information provided in **Attachment C** by the PROVIDER is for the HOSPITAL's information only.

N. Non-Excluded Healthcare Provider

PROVIDER represents and warrants to HOSPITAL that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. PROVIDER represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such PROVIDER or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Contract (collectively "Exclusions / Adverse Actions").

O. Public Records

PROVIDER acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Contract which PROVIDER has claimed to be confidential and proprietary, HOSPITAL will immediately notify PROVIDER of such demand and PROVIDER shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. PROVIDER shall indemnify and defend HOSPITAL from any claims or actions, including all associated costs and attorney's fees, demanding the disclosure of PROVIDER document in HOSPITAL's custody and control in which PROVIDER claims to be confidential and proprietary.

P. Travel Policy

The following are the acceptable travel guidelines for reimbursement of travel costs:

Reimbursement shall only be for the contract personnel.

Transportation:

- Domestic Airlines (Coach Ticket). Number of trips must be approved by HOSPITAL.
- Personal Vehicle: HOSPITAL will not pay costs associated to driving a personal vehicle in lieu of air travel.

Meals: All meal charges will be paid up to and not to exceed $50 per day. This includes a 15% tip.

Lodging: Lodging will either be booked by HOSPITAL or reimbursed for costs of a reasonable room rate plus taxes for Las Vegas, NV, not to exceed $150 per night.

Rental Vehicles: One (1) automobile rental will be authorized per four (4) travelers. Rental must be mid-size or smaller. HOSPITAL will reimburse up to $150 per week. Return re-fuel cap of $50 per vehicle.

Each traveler shall submit the following documents in order to claim travel reimbursement. The documents shall be readable copies of the ***original itemized receipts*** with each traveler's full name. Only actual costs (including all applicable sales tax) will be reimbursed.

- Company's Invoice
  - With copy of executed Contract highlighting the allowable travel
  - List of travelers
  - Number of days in travel status
- Hotel receipt

- Meals receipts for each meal
- Airline receipt
- Rental receipt (Identify driver and passengers)
- Gas re-fuel upon return of rental vehicle capped at $50 per vehicle

The following are some of the charges that will ***NOT*** be allowable for reimbursement (not all inclusive):

- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage

Travel expenses shall not exceed $_____ without prior written approval from HOSPITAL.

Q. Publicity

Neither HOSPITAL nor PROVIDER shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Contract without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By:_____ _____
MASON VANHOUWELING DATE
Chief Executive Officer

PROVIDER:

//LEGAL NAME//

By:_____ _____
//NAME// DATE
//TITLE//

ATTACHMENT A
//PROJECT DESCRIPTION//
SCOPE OF WORK

Begin here.

**EXHIBIT C**

***(Successful PROPOSER will be required to provide a copy of the declaration page of its current liability insurance policy prior to the award of the contract.)***

## 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 insured 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.**

Appointed Agent Signature to include license number and issuing state

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

| PRODUCER | CONTACT NAME: | |
|---|---|---|
| INSURANCE BROKER'S NAME<br>ADDRESS | PHONE (A/C No. Ext): BROKER'S PHONE NUMBER | FAX (A/C No.) BROKER'S FAX NUMBER |
| | E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| CONTRACTOR'S NAME<br>ADDRESS<br>PHONE & FAX NUMBERS | INSURER A: | |
| | INSURER B: | COMPANY'S |
| | INSURER C: | |
| | INSURER D: | BEST KEY |
| | INSURER E: | |
| | INSURER F: | RATING |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADD'L INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YY) | POLICY EXP (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | X | | | | | EACH OCCURRENCE | $ 1,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | CLAIMS-MADE X OCCUR. | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS – COMP/OP AGG | $ 2,000,000 |
| | POLICY X PROJECT LOC | | | | | | **DEDUCTIBLE MAXIMUM** | **$ 25,000** |
| | AUTOMOBILE LIABILITY | X | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | X ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | HIRED AUTOS | | | | | | | $ |
| | NON-OWNED AUTOS | | | | | | **DEDUCTIBLE MAXIMUM** | **$ 25,000** |
| | WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N | N/A | | | | | WC STATU-TORY LIMITS / OTHER | $ |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | | | E.L. DISEASE – E.A. EMPLOYEE | $ |
| | | | | | | | E.L. DISEASE – POLICY LIMIT | $ |
| | INSTALLATION FLOATER | | | | | | AGGREGATE | $ |

DESCRIPTION OF OPERATIONS / LOCATIONS I VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

(Insert Project Name). UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSUREDS WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| **UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**<br>**C/O CONTRACTS MANAGEMENT**<br>**1800 WEST CHARLESTON BOULEVARD**<br>**LAS VEGAS, NV 89102**<br><br>**The Certificate Holder is named as an additional insured.** | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

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**EXHIBIT D**

**AFFIDAVIT**
**(for use by Sole Proprietor's Only)**

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

1. I am a Sole Proprietor;

2. I will not use the services of any employees in the performance of this contract, identified as Bid No. _____ /RFP No. _____ /CBE No. _____, entitled _____;

3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and

4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release University Medical Center of Southern Nevada from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, ____.

Signature _____

State of Nevada)
)ss.
County of Clark )

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _

_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT E**

## 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.**

**EXHIBIT F**

# 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 University Medical Center of Southern Nevada Governing Board ("GB") in determining whether members of the GB 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 University Medical Center of Southern Nevada. Failure to submit the requested information may result in a refusal by the GB 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), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB) . 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.*
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

***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.

***Nevada 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. (*Do not leave blank. If none or zero, put the number 0 in the space provided.)**

***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 University Medical Center of Southern Nevada 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 University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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 University Medical Center of Southern Nevada employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a University Medical Center of Southern Nevada employee, public officer or official, this section must be completed in its entirety.

# DISCLOSURE OF OWNERSHIP/PRINCIPALS

| **Business Entity Type (Please select one)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ Sole Proprietorship | ☐Partnership | ☐ Limited Liability Company | ☐ Corporation | ☐ Trust | ☐ Non-Profit Organization | ☐ Other |

| **Business Designation Group (Please select all that apply)** | | | | | | |
|---|---|---|---|---|---|---|
| ☐ MBE | ☐ WBE | ☐ SBE | ☐ PBE | ☐ VET | ☐DVET | ☐ ESB |
| Minority Business Enterprise | Women-Owned Business Enterprise | Small Business Enterprise | Physically Challenged Business Enterprise | Veteran Owned Business | Disabled Veteran Owned Business | Emerging Small Business |

## Number of Clark County Nevada Residents Employed:

| | | |
|---|---|---|
| **Corporate/Business Entity Name:** | | |
| **(Include d.b.a., if applicable)** | | |
| **Street Address:** | | **Website:** |
| **City, State and Zip Code:** | | **POC Name:**<br>**Email:** |
| **Telephone No:** | | **Fax No:** |
| **Nevada Local Street Address:**<br>**(If different from above)** | | **Website:** |
| **City, State and Zip Code:** | | **Local Fax No:** |
| **Local Telephone No:** | | **Local POC Name:**<br>**Email:** |

**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<br>(Not required for Publicly Traded Corporations/Non-profit organizations) |
|---|---|---|
| | | |
| | | |
| | | |

***This section is not required for publicly-traded corporations. Are you a publicly-traded corporation?*** ☐ Yes ☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s)?

   ☐ Yes ☐ No (If yes, please note that University Medical Center of Southern Nevada 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 University Medical Center of Southern Nevada 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 University Medical Center of Southern Nevada Governing Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature _____ Print Name _____

Title _____ Date _____

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

| NAME OF BUSINESS OWNER/PRINCIPAL | NAME OF UMC* EMPLOYEE/OFFICIAL AND JOB TITLE | RELATIONSHIP TO UMC* EMPLOYEE/OFFICIAL | UMC* EMPLOYEE'S/OFFICIAL'S DEPARTMENT |
|---|---|---|---|
| | | | |
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* UMC employee means an employee of University Medical Center of Southern Nevada

"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 UMC Use Only:***

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

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

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

Notes/Comments:

_____
Signature

_____
Print Name
Authorized Department Representative

**EXHIBIT G**

**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: _____ | By: _____ |
| Mason VanHouweling | _____ |
| Printed Name | Printed Name |
| Chief Executive Officer | _____ |
| Title | Title |
| | _____ |
| | Address |
| | _____ |
| | City/State/Zip |

**EXHIBIT H**

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**
**ADMINISTRATIVE POLICY AND PROCEDURE MANUAL**

| | |
|---|---|
| **SUBJECT:** Vendor: Roles, Responsibilities and Credentialing | ADMINISTRATIVE APPROVAL: |
| **EFFECTIVE:** 7/09 | **REVISED: 3/11** |
| **POLICY #: I-179** | |
| **AFFECTS**: Organizational Wide | |

**PURPOSE:**

To Provide guidance for the selection, credentialing, and performance of UMC Vendors, Vendor Representatives, clinical and non-clinical service providers, and to establish a protocol for onsite visitation.

**POLICY:**

All Vendors will render services and/or conduct their business in such a manner as to not interfere with UMC's normal operations and comply with institutional and federal requirements regarding safety and the confidentiality of information. Vendor will adhere to all applicable UMC policies and procedures, and will abide by federal and state laws, regulations, and standards of practice. It is the responsibility of the Departments to in-service Vendors relative to specific policies, procedures, and regulatory agency responsibilities.

Vendors visiting multiple departments within UMC will be registered at their maximum competency level as determined by UMC. Competency levels are outlined and Vendor Access Level Definitions are found in Attachment A, to this policy. It is the responsibility of the credentialed Vendor and requesting Department to monitor and assure that the Vendor is compliant with these guidelines as written.

Unless specifically exempted by their access level and/or Department Manager, Vendors must be accompanied by a UMC employee or UMC-credentialed medical staff member while in patient care areas and are required to register with approved and authorized 3rd party Vendor management service-provider, or Fast Pass (Attachment C).

**SCOPE:**

This policy is applicable to all Vendors seeking access to any UMC facility for any purpose. This policy directly applies to Vendors that provide and are directly involved in providing services to UMC and/or interacting with UMC's patients.

**PRIOR TO FIRST VISIT:**

Prior to coming to UMC for business purposes, Vendor must:

1. Register with the approved and authorized 3rd Party Vendor Management service providing evidence of competency for their desired/required level of access; and

2. Complete any required orientation, testing, and/or paperwork for Department Specific Requirements (Attachment B).

**REGISTRATION:**

Vendors will be classified into 1 or 12 categories based on the Vendor's access to patient areas, clinical/non-clinical services being provided, supplies, products and/or product offerings. There are certification requirements specific to each category. Regardless of a Vendor's ultimate classification, all Vendors must acknowledge and abide by the following principles to conduct business with or at UMC.

i. Conflict of Interest. Vendors must provide a full disclosure about any conflicts or interests that exist.
ii. Corporate Compliance. Vendor acknowledges and abides by UMC's Corporate Compliance Program, agrees to disseminate information about the Corporate Compliance Program to its employees, and require that its employees abide by the same.
iii. HIPAA. The discussion, release, or use of any patient-related information or other personally identifiable confidential

information that is viewed or overheard must only be used in compliance with patient privacy laws.

iv. Confidential business or Other Proprietary Information. Any information generated in connection with UMC's health operations must not be accessed, downloaded, discussed, used, or disclosed for any purpose other than to conduct business with, or in furtherance of Vendor's business purposes at UMC.

v. Conduct & Interactions with UMC Staff. Vendors understand and agree that:

   a. Conversations with staff in patient care areas should be professional and case-related only.
   b. Patient education materials must be evaluated by UMC's Director, Nursing Practice, Clinical Education& Research and/or Human Resources prior to their use.
   c. Guidelines for providing gifts, meals, and education to UMC's staff must be followed.
   d. Procedure rooms may be entered only at the request of, and as directed by, the physician(s). While in the procedure room, Vendors may not touch any equipment, carts, or sterile equipment. And, Vendors must follow the instructions of the Circulating Nurse at all times.

**CREDENTIALING/COMPETENCY:**

All Vendors must register and maintain a current file with UMC's approved 3rd Party Vendor Credentialing Agency. This information to be provided will be based on Access Level Definitions/Required Vendor Documentation included herein as Attachment A. UMC contemplates that the approved 3rd Party Vendor Credentialing Agency will be used by those Vendors who demonstrate a routine or pattern to their conduct of business at UMC. Those Vendors who conduct business at UMC as needed, sporadically or in response to technical/equipment service matters can register with the approved 3rd Party Vendor Credentialing Agency as a "Base Account".

Information relating to credentialing and authorized Vendors is available via the approved 3rd Party Vendor Credentialing Agencies web site. Online access will be made available to all Cost Center Managers and their designees upon request to Materials Management.

**POST REGISTRATION ACCESS:**

Upon entering UMC's campus, Vendors must go directly to the approved 3rd Party Credentialing Kiosk (anyone of three) to obtain their badge on a daily basis. Under no circumstances is a Vendor to enter UMC's campus and go directly to a patient care, ancillary, or administrative department, without appropriate badge access, or the following approval:

   a. Pharmaceutical Representatives: Department of Pharmacy
   b. Engineering / Facilities Representative: Department of Plant Management/Operations
   c. Surgical Services Representative: Department of Surgical Services
   d. Clinical Engineering Representatives: Department of Clinical Engineering
   e. Case Management
   f. Radiology
   g. Ambulatory Care Services
   h. Information Technologies
   i. All other Representatives: Department of Materials Management

1. Unless otherwise expressly permitted by the affected Department Manager, it is strongly recommended and encouraged that Vendors are seen by appointment only.
2. Temporary badges are not issued at this time.

**EDUCATIONAL PROGRAMS:**

1. Sponsoring education: Vendors shall not sponsor educational programs without approval of the CME office or Organizational Development
2. Program attendance: Vendors shall not attend programs intended specifically for medical students, house staff, faculty or staff without prior approval.
3. Vendors shall not attend programs in which specific patients are identified or when QA or Risk Management issues are discussed.

**INFORMED CONSENT:**

The patient must be notified of the presence and purpose of the Vendor representative in the procedural area and/or patient care area and must give written informed consent to the Vendors continued presence and/or interaction. The patient's consent regarding the Vendor must be included in the permanent medical record.

**CROSS REFERENCES:**

***Administrative Policies:***

- Temporary Staffing / Third-party Equipment (I-66)
- Patient/Visitor/employee Parking (III-3)
- Ethical Standards (Article XV)
- Conflicts of Interest (I-1.2.C)
- Government Inquiries and Investigations (VI-3)

***Attachments:***

Attachment A: Vendor Access Level Definitions & Required Documentation
Attachment B: Departmental Specific Requirements

**ATTACHMENT A**
**I-179 Vendor: Roles, Responsibilities, and Credentialing**

**VENDOR ACCESS LEVEL DEFINITIONS**
**REQUIRED VENDOR DOCUMENTATION**

**1. Sales Representatives with access to OR/Invasive Labs**

a. Vaccination & Medical Credentials Required

i. Chicken Pox
ii. Hepatitis B (Declination Available)
iii. MMR – Measles, Mumps and Rubella
iv. Tdap – Tetanus/Diphtheria/Pertussis
v. TB – Tuberculosis (2-Step Process)

b. Insurance & Legal Credentials Required

i. Proof of Employer General Liability Coverage

c. Certification & Training Credentials Required

i. O.R. Protocol Training
ii. Evidence of Employer Product/Service Competency
iii. UMC Confidentiality Statement
iv. UMC HIPAA Training
v. UMC Aseptic Techniques Training (NEO)
vi. UMC Bloodborne Pathogens Training (NEO)
vii. UMC Fire Safety (NEO)
viii. UMC Electrical Safety (NEO)
ix. UMC **N**on-**E**mployee **O**rientation (Attestation)

d. Background Check Credentials Required

i. Criminal Background Check
ii. Excluded Parties List System Check (EPLS)
iii. Office of Inspector General Check (OIG)
iv. Proof of Drug Screen (10 Panel)

**2. Sales Representative with access to Patient Care Areas**

a. Vaccination & Medical Credentials Required

i. Chicken Pox
ii. Hepatitis B (Declination Available)
iii. MMR – Measles, Mumps and Rubella
iv. Tdap – Tetanus/Diphtheria/Pertussis
v. TB – Tuberculosis (2-Step Process)

b. Insurance & Legal Credentials Required

i. Proof of Employer General Liability Coverage

c. Certification & Training Credentials Required

i. Evidence of Employer Product/Service Competency
ii. UMC Confidentiality Statement
iii. UMC HIPAA Training
iv. UMC Aseptic Techniques Training (NEO)
v. UMC Bloodborne Pathogens Training (NEO)
vi. UMC Fire Safety (NEO)
vii. UMC Electrical Safety (NEO)
viii. UMC **N**on-**E**mployee **O**rientation (Attestation)

d. Background Check Credentials Required

i. Criminal Background Check
ii. Excluded Parties List System Check (EPLS)
iii. Office of Inspector General Check (OIG)
iv. Proof of Drug Screen (10 Panel)

3. **Sales Representative with access to Administration Offices / Information Technologies**

a. RepTrax Base Account

4. **Sales Representative with access to Laboratories**

a. RepTrax Base Account

5. **Tissue/Bone Representative with access to OR/Invasive Labs**

a. Vaccination & Medical Credentials Required

i. Chicken Pox
ii. Hepatitis B (Declination Available)
iii. MMR – Measles, Mumps and Rubella
iv. Tdap – Tetanus/Diphtheria/Pertussis
v. TB – Tuberculosis (2-Step Process)

b. Insurance & Legal Credentials Required

i. Proof of Employer General Liability Coverage

c. Certification & Training Credentials Required

i. American Association of Tissue Banks Certification
ii. Tissue/Bone Rep FDA Registraiton/Approval
iii. Evidence of Employer Product/Service Competency
iv. UMC Confidentiality Statement
v. UMC HIPAA Training
vi. UMC Aseptic Techniques Training (NEO)
vii. UMC Bloodborne Pathogens Training (NEO)
viii. UMC Fire Safety (NEO)
ix. UMC Electrical Safety (NEO)
x. UMC **N**on-**E**mployee **O**rientation (Attestation)

d. Background Check Credentials Required

i. Criminal Background Check
ii. Excluded Parties List System Check (EPLS)
iii. Office of Inspector General Check (OIG)
iv. Proof of Drug Screen (10 Panel)

6. **Pharmaceutical Rep/Manager with access to Hospital**

a. Vaccination & Me3dical Credentials Required

i. Chicken Pox
ii. Hepatitis B (Declination Available)
iii. MMR – Measles, Mumps and Rubella
iv. TB – Tuberculosis (2-Step Process)

b. Insurance & Legal Credentials Required

i. Proof of Employer General Liability Coverage

c. Certification & Training Credentials Required

i. Evidence of Employer Product/Service Competency
ii. UMC Confidentiality Statement

iii. UMC HIPAA Training
iv. UMC Aseptic Techniques Training (NEO)
v. UMC Bloodborne Pathogens Training (NEO)
vi. UMC Fire Safety (NEO)
vii. UMC Electrical Safety (NEO)
viii. UMC **N**on-**E**mployee **O**rientation (Attestation)

d. Background Check Credentials Required

i. Criminal Background Check
ii. Excluded Parties List System Check (EPLS)
iii. Office of Inspector General Check (OIG)
iv. Proof of Drug Screen (10 Panel)

7. **Distributor Rep with access to OR/Invasive Labs/Patient Care Areas**

a. Vaccination & Medical Credentials Required

i. Chicken Pox
ii. Hepatitis B (Declination Available)
iii. MMR – Measles, Mumps and Rubella
iv. TB – Tuberculosis (2-Step Process)

b. Insurance & Legal Credentials

i. Proof of Employer General Liability Coverage

c. Certification & Training Credentials Required

i. O.R. Protocol Training
ii. Evidence of Employer Product/Service Competency
iii. UMC Confidentiality Statement
iv. UMC HIPAA Training
v. UMC Aseptic Techniques Training (NEO)
vi. UMC Bloodborne Pathogens Training (NEO)
vii. UMC Fire Safety (NEO)
viii. UMC Electrical Safety (NEO)
ix. UMC **N**on-**E**mployee **O**rientation (Attestation)

d. Background Check Credentials Required

i. Criminal Background Check
ii. Excluded Parties List System Check (EPLS)
iii. Office of Inspector General Check (OIG)
iv. Proof of Drug Screen (10 Panel)

8. **Distributor Rep/Consultant/GPO with access to Administration Offices/Information Technologies**

a. RepTrax Base Account

9. **Service Technician with access to OR/Invasive Labs/Patient Care Areas**

a. Vaccination & Medical Credentials Required

i. Chicken Pox
ii. Hepatitis B (Declination Available)
iii. MMR – Measles, Mumps and Rubella
iv. Tdap – Tetanus/Diphtheria/Pertussis
v. TB – Tuberculosis (2-Step Process)

b. Insurance & Legal Credentials Required

i. Proof of Employer General Liability Coverage

c. Certification & Training Credentials Required

i. O.R. Protocol Training
ii. Evidence of Employer Product/Service Competency
iii. UMC Confidentiality Statement
iv. UMC HIPAA Training
v. UMC Aseptic Techniques Training (NEO)
vi. UMC Bloodborne Pathogens Training (NEO)
vii. UMC Fire Safety (NEO)
viii. UMC Electrical Safety (NEO)
ix. UMC **N**on-**E**mployee **O**rientation (Attestation)

d. Background Check Credentials Required

i. Criminal Background Check
ii. Excluded Parties List System (EPLS) Check
iii. Office of Inspector General (OIG) Check
iv. Proof of Drug Screen (10 Panel)

10. **Service Technician with access to General Hospital Grounds**

a. RepTrax Base Account

11. **Delivery Person with access to General Hospital Grounds**

a. RepTrax Base Account

12. **Facility Management with access to General Hospital Grounds**

a. RepTrax Base Account

**ATTACHMENT B**
**I-179 Vendor: Roles, Responsibilities and Credentialing**

***DEPARTMENTAL SPECIFIC REQUIREMENTS***

**SURGICAL SERVICES**

**Criteria for Implants, Devices or Procedures**

**PURPOSE:**

To ensure that hospital departments and Vendors are aware of UMC procedures when entering the facility with products specific to an individual patient or at the request of a member of the medical staff.

**POLICY:**

1. The Vendor or Vendor's office is to contact the UMC Surgery department as soon as possible, but at least three (3) working days prior to any scheduled surgical case or procedure involving a patient. Should the Vendor be required in the room, have product that is not routine for UMC use during the case or procedure, the Vendor is to notify the scheduler at this time. Hospital department will complete the Implant, Device or Procedure form and send to Managed Care office.

2. Managed Care Staff will review the Vendor's request in order to evaluate UMC's capability to both provide the service and ensure appropriate payment sources. Managed Care will contact the Surgical Scheduling Department prior to the procedure with payment information and consent to treat. Should the case be postponed, the Surgical Scheduling department will notify the physician's office that is scheduling the case, the Vendor will be notified by the Surgical Departments Materials department.

3. Once approved, the Vendor(s) with implants or instrumentation should report the day before the scheduled case (no later than 5pm) to facilitate instrument processing, if necessary. Instruments to be used the day of surgery that arrive non-sterile or sterile are to be taken to the Sterile Processing Department (SPD) for decontamination and sterilization (please note that there is a minimum of a four (4) hour turnaround time when brought in the day of procedure). The SPD Clinical Manager will be responsible to monitor the process and report adverse outcomes to the Operating Room Director/Manager or Charge Nurse.

4. The Vendor will complete necessary implant documentation furnished by UMC at the conclusion of the case for products that were brought directly to the procedural area by the Vendor. Vendor will make every attempt to leave an invoice referencing the case (not leaving requested paperwork will delay processing / payment). Processing of paperwork and approvals, prior to issuance of a Purchase Order from Materials Management is usually a three to four (3-4) day turnaround. UMC Department Materials Management team will handle product that has been ordered in advance or is part of UMC inventory for patient charging and replenishment.

**Please Note:**

*All surgical implants, devices and procedures must have prior approval for use in any Procedural Department within the facility. Infractions of this can result in non-payment, suspension of Vendor credentials without re-appointment, and product suspension for use at UMC.*

**Access:** ***After normal business hours or in emergency situations***, utilization of UMC's 3rd Party Credentialing "Kiosk" is required. System will issue an access badge if Vendor is approved for access (when access is denied, see below). Approved and completed credentialing will be the responsibility of the Vendor. Vendor is to maintain approved credentialing for access. A Vendor identification Badge will be issued and will be worn at all times within the UMC facility. A new badge will be required for each visit to UMC.

***Upon arrival during normal visiting hours***, all Vendors will utilize check in "Kiosk" for 3rd Party Vendor Access for verification and valid credentialing. System will issue an access badge if Vendor is approved for access (when access is denied, see below). Approved and completed credentialing will be the responsibility of the Vendor. Vendor is to maintain approved credentialing for access.

***In both instances; when access is denied by 3rd Party System***, Security, and Administrator on Duty along with departmental Charge Nurse(s) will validate the appropriateness for Vendor access. A temporary badge will

be issued by Security for access. Security will document in Vendors portfolio the conditions of the access for further action by System Administrator.

**New Technology Approval**

New technology inclusive of implants, devices or procedures must go before the Value Analysis Committee (VAC) of UMC. The VAC will prioritize and move request to the appropriate committee within the UMC network:

- ☐ Anesthesia Committee
- ☐ Implant Committee
- ☐ Surgical Services Value Analysis Committee
- ☐ Medication Safety Evaluation Committee and Therapeutic Committee
- ☐ Other Committee involvement as pertinent to product and it's utilization

Vendor is responsible to utilize the ***Product Value Analysis / New Technology procedure booklet***, which can be obtained through the VAC, Surgical Services Department, or Materials Management office, to obtain documentation and forms necessary for product review.

No new technology or products associated with a procedure may be used without the approval of the VAC; the VAC must approve any routine medical or surgical products for use. Pending the appropriate committee approval, the VAC can allow case-by-case approval for product utilization.

**It is the responsibility of the entire UMC organization to support these procedures house-wide.**
**Criteria for Equipment Trial and Evaluation**

**Appropriate Training**:

1. Appropriate training must be provided to personnel in the area where the evaluation takes place. The new technology form must be completed and signed, and approved by VAC. Contact with Clinical Education will be necessary for access to appropriate staffs for training.

2. An approved and credentialed Vendor must do scheduling and conduct in-service training. This can be accomplished by accessing utilizing UMC's 3rd Party Vendor Credentialing Service.

3. Supplies and equipment are never left for evaluation or sample purposes without specific permission of the Value Analysis Facilitator and Cost Center Department Director/Manager. Before any piece of patient related or laboratory equipment is purchased, leased, loaned or accepted as a donation, it must be evaluated by UMC's Clinical Engineering Department and written permission must be granted by the Hospital Administration for final approval. A no charge purchase order will be issued once all criteria have been met. As per Hospital safety requirements, no equipment is to be used without safety inspection and evidence of preventative maintenance.

**Surgical Services / Procedural Areas:**

1. All Vendors must see "Front Desk" (Surgical Services), "Control Desk" (Cath Lab), "Main Reception" (Labor and Delivery) to sign Vendor Log once signed in with Kiosk and 3rd Party Vendor Credentialing System

2. Vendors must change into hospital provided disposable scrub uniforms before entering ANY Procedural Area.

   a. This is to include but not limited to:

      i. Facility-issued scrub shirt
      ii. Facility-issued scrub pant
      iii. Disposable head covering (not to be worn outside of the surgical/procedural area)
      iv. Mask, when and where required (not to be worn outside of the surgical/procedural area)
      v. Shoe coverings (not to be worn outside of the surgical/procedural area)

3. Vendors do not "scrub-in" and do not participate directly in any procedure or procedural preparation of the patient, including providing assistance when asked to by a surgeon, anesthesiologist, physician or any clinical staff.

4. Vendors may not open sterile products, instruments, instrument sets, or adjust equipment including providing assistance when asked to by a surgeon, anesthesiologist, physicians, or any clinical staff.

5. Vendors will not retrieve products other than those that they have brought with them for a specified procedure.

6. Vendors will remain outside of the surgical/procedural suite until the patient is prepped and draped for the procedure. It is the nurse/technician's responsibility to call for the vendor at the appropriate time.

7. Upon completion of the procedure, Vendor shall discard the used scrub uniform, and any other Personal Protective Equipment appropriately and safely

**RADIOLOGICAL SERVICES**

1. Vendors are responsible to train their staff in radiation safety and supply dosimetry badges to their employees in the event that they enter any area such that the does limits outlined in the NRS and NAC regulations could be met.

2. Protective equipment must be worn at all times as indicated in Radiological safety precautions Policy and Procedures

   a. UMC will provide necessary protective aprons and must be worn when policy indicates.

**CLINICAL ENGINEERING**

1. All Vendor service personnel entering the facility are required to utilize UMC 3rd Party Credentialing service.
2. The Clinical Engineering Department is available for further check-in Monday through Friday, 6:30a – 4:30p. These visits will be documented in the Vendor control log, identifying the requesting department, equipment, date and time of the service.
3. Service reports will be delivered to the Clinical Engineering Department at the completion of the work order or in an agreed fashion.
4. All after hour visits will be of Emergency repair nature and will have been initiated by the manager of that department. In these cases, the outside service personnel will check in with the 3rd Party Credentialing "Kiosk", Security and the appropriate supervisor. A Vendor service report is required to be left in all cases of invoicing at the department where service was rendered.
5. The service report should be forwarded to the Clinical Engineering Department after all visits.
6. No invoices will be paid for services, which are not accompanied by the service report
7. The Clinical Engineering Department will monitor the quality and competency of the outside contractors along with the Manager of the respective departments.

**HUMAN RESOURCES**

Please refer to Temporary Staffing / Third-Party Equipment (I-66).

**PHARMACY SERVICES**

In order to meet the confidentiality requirements as mandated by Federal HIPAA guidelines, we request the following from all business contacts and sales representatives seen within the UMC facility:

1. Individuals will be seen by pre-approved appointment only, utilization of UMC 3rd Party Credentialing process is necessary to gain access.
2. If you are booking an appointment with non-pharmacy personnel, this meeting must take place in non-patient care areas and in an area that does not require travel in a patient care hallway or area. Suggestions are: off campus offices or offices not in a patient care zone; cafeteria; conference or meeting rooms not in a patient care zone; medical school offices, etc…
3. Pharmacy will not provide badges for non-Pharmacy appointments, as we are unable to supervise or take responsibility for ensuring confidentiality. If you are here under the authority or request of the Pharmacy Department, you will ensure that you are properly badged and/or obtain patient consent, as required.
4. UMC will be enforcing these regulations. Individuals who are found to be in violation of these guidelines will referred to Public Safety and may be escorted off UMC property.

**The following departments will require Vendors to register with 3rd Party Vendor Credentialing Provider as noted in this policy under "Credentialing". Vendor will login at UMC Kiosk, retrieve Vendor Badge and proceed to respective department for further department specific sign-in:**

- ☐ Information Technologies
- ☐ Health Information Management
- ☐ Nursing Administration

- ☐ Food and Nutritional Services
- ☐ Materials Management
- ☐ Laboratory Services
- ☐ Plant Operations
- ☐ Clinical Engineering

**INSTITUTIONAL REVIEW BOARD (IRB)**
***Application and Approval Responsibilities***

All investigational drug, device and procedure studies are under the auspices of the IRB and must have a Principal Investigator who is a member of the UMC Medical or Dental Staff. They must submit the application for review/comment/recommendation to the Medical Staff Department/IRB Coordinator and who will assume responsibility for ensuring the packet is complete and accurate for approval consideration by the Institutional Review Board (IRB) at University Medical Center (UMC).

Investigational drugs, devices, and procedures will be used only under the direct supervision of the Principal Investigator or Co-investigator who will be a member of the Active, Associate or Provisional staff category of the Medical Staff of University Medical Center. A Principal or Co-investigator may not exceed privileges approved on their individual Delineation of Privileges Form.

## ***STATEMENT OF AGREEMENT***

1. I agree and acknowledge that I will be under the supervision and direction of the UMC personnel including the Charge Nurse/Physician at all times. I will abide by and comply with all the UMC policies & guidelines / directives as written.

2. I have read and agreed to comply with University Medical Center's Policy and Procedure entitled "Roles, Responsibilities and Credentialing; Vendors". Failure to comply with UMC requirements is subject to loss of Business privileges at UMC. UMC reserves the right to restrict any representative and the company they represent from UMC property.

3. I agree and acknowledge that I am visiting UMC at my own risk and release UMC from any liability or claims related to my presence here. I further agree to indemnify UMC from and all claims related to my presence.

4. I understand that I am to consider all information regarding patient care and welfare, including the presence of the patient in the hospital, as privileged and confidential information. I acknowledge that I do not have access to Protected Health Information (PHI) unless a business contract specifically delineates such access or patient authorization has been obtained.

5. I commit to protecting the privacy of the patients of University Medical Center and will not divulge, release or share information, which is confidential, with any individual.

6. At the time of executing this Agreement, I declare that I am free of any infectious diseases and have no symptoms or concerns, which could be of an infectious nature. I understand that when entering University Medical Center that I must be free of any infectious diseases and I agree that I will not enter if I have any symptoms or concerns, which may be of an infectious nature.

7. I understand I must complete the online orientation process through UMC 3rd Party Credentialing Program prior to obtaining access to the UMC facilities.

_____

Vendor/Sales Representative (Name) Date

_____

Company

**EXHIBIT I**

| | |
|---|---|
| **SUBJECT**: Contracted Non Employees / Allied Health Non Credentialed / Dependent Allied Health / Temporary Staff / Third Party Equipment | |
| **EFFECTIVE**: 9/96 | **REVISED**: **6/11**; 1/08; 4/07; 10/01; 6/99 |
| **POLICY #**: I-66 | |
| **AFFECTS**: Organization wide | |

**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. Current (within the last 12 months) negative TB skin test or blood test, or for past positive individual's a sign and symptom review and Chest X-ray if any documented positive signs and symptoms.

5. For individuals exposed to Blood and body fluids; Hepatitis B series, a titer showing immunity or a signed declination statement if vaccine refused. UMC will provide form for declination as needed.

6. A history of chicken pox, a titer showing immunity, or proof of 2 varivax vaccinations.

7. Measles, mumps and rubella titers showing immunity, or proof of 2 MMR vaccines

8. Current Influenza and Tdap vaccine. Influenza vaccine required between October1st and March 31st.

9. Any staff with a medical reason for refusing a vaccination must sign declination.

10. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide authorization to University Medical Center to audit these files upon request.

11. 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.

12. 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.

13. 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.

14. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.

15. 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.
16. 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.
17. 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.
18. 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 is 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 appropriately 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.
5. Administer narcotics as appropriate to position and scope of practice.

**EXHIBIT J**

**UMC INFORMATION TECHNOLOGY REQUIREMENTS**
**FOR TECHNOLOGY IMPLEMENTATIONS**

**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 2012 or later and be capable of running in a windows active/passive clustered environment.
    - SQL databases must be able to run on RAID-5 LUNs attached to a cluster. Other setup may be reviewed and accepted on a case-by-case basis.
    - If database is part of an application running under a virtual machine, the database must be stored and run in the failover cluster.
- 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.
- The application if using Oracle must run on one or more versions currently supported by Oracle.

**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.
- For deployment of any application that's hosted on our Internet (umcsn.com), it should be developed in Microsoft platform - .Net Framework 4.5 or Higher, SQL Server 2012 or higher running on IIS Web Server. If the application is hosted in an external server, we can provide links to the Site.
- To deploy any solution/application in our Intranet, it should be developed in Microsoft platform - .Net Framework 4.5 or Higher, SQL Server 2012 or higher running on IIS Web Server. We will also need the Source Code to provide ongoing support.
- Web applications are rendered with MS IE as a standard browser to view them. Adobe Flash in is supported in IE environment. There is no support for HTML5 at this time but may be supported in future.
- Crystal Report is used as a standard reporting tool.

**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.
- For Windows and non-Windows OS, vendor must provide documentation for AD / LDAP integration for security and account management.

**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.

**Client**

- Applications must be compatible with and conform to the below minimum client requirements:
    - Desktops/Notebook:
        - Windows 7 or higher
        - Chrome, IE9 or higher
    - Client Virtualization
        - Citrix XenDesktop
        - Citrix XenApp
        - Microsoft AppV
- Deployment packages must be deployable using SCCM including a silent installer, documentation, and a list of client dependencies.

**Network/Infrastructure**

- Products or devices being deployed must support a routed, segmented IP v4 network. IPv6 is not supported and

should not be enabled.

- 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.
- Vendor will certify UMC's WLAN prior to finalization of contract.
- WLAN Devices will meet the following requirements:
    - WPA2 PSK AES encryption scheme with a minimum 128 bit passkey.
    - All wireless devices must be able to function properly with a minimum -70 db RSSI with a 10 to 25 db signal to noise level.
    - Wireless devices must function properly on channels 802.11.G.N channels 1,6, or 11.
    - Wireless devices must be able to function properly with a distributed access antenna (DAS) system.
- Wireless devices used as a critical life system (CLS) must be able to operate correctly on UMC's WLAN and CLS devices must be certified to operate on prior to finalization of contract.

**Systems and Operations**

- Server systems capable as running in virtual platforms are preferred. The guest operating system will run on a VMWare ESX 5.5 or Microsoft Server 2012 HyperV environment host utilizing either iSCSI or fiber attached SAN.
- Vendor-provided solutions must be developed on current and supported industry standard operating systems platforms. Microsoft Windows Datacenter 2012 or above is preferred. 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 (for example 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).
- Hardware supplied by the vendor will be rack mountable, "server class" with redundant power supplies and storage.
- UMC will have full administrative rights with respective Administrator, Local Administrator and Root accounts.
- Fiber Channel SAN-attached storage, the application must be capable of running on RAID-DP.
- Preferred local storage configuration should be capable of RAID 5, other configurations will be considered on a case by case basis.
    - OS partitions will be at least 50 GB.
- Virtual systems with supplied templates are acceptable.
    - Virtual machine configurations will have at least 50 GB OS partition; application/data/binaries must reside on separate partition(s).
- All rack mount servers shall have dual power supplies and run on 208V circuits. Other setup may be reviewed and accepted on a case-by-case basis.
- Applications must run on currently supported operating systems, database engine, hardware, interfaced systems, etc.
- Application vendor is responsible for staying ahead of operating systems, database engine, hardware, interfaced systems, etc 'end of life' cycle by a minimum of twelve months.
- UNIX/Linux-based applications must run as a service account and not as 'root'.
    - For UNIX/Linux-based applications, no use of SETUID or SETGID as 'root'.
    - Application files or directories should not require root access.
- UNIX/Linux-based application will not be installed into the system volume group/root file system.
- Vendor must accommodate and support routine operating system patching at least quarterly.
- Vendor must accommodate and support emergency operating system patching within two weeks of the release of said patch.
- Access to the application by the use of FTP, telnet and similar interfaces will be secure/encrypted connections and will be in compliance with current HIPAA requirements at the time of installation and into the future.
- UNIX/Linux based systems will use SU accounts and not using direct logins.

**Project Management**

- Vendor will use Microsoft Project to track and manage project status.
- Vendor will provide a weekly status update to UMC PMO, once project is kicked off.
- Vendor must provide UMC with technical requirements for their product.

- Vendor needs to provide a written scope of work, including each type of resource needed and estimated work effort.
    - The vendor must work with the UMC PMO.
    - The vendor must supply a task list with UMC IT responsibilities clearly listed prior to implementation.
- Vendor must get approval from PMO prior to scheduling a Go Live date.

**Security**

- The application must be compliant with UMC's password policy for all accounts (user, service account, schema owner, etc) meeting the following requirements:
    - UMC access for provisioning accounts is against Active Directory (AD) in support of single sign-on.
    - User Accounts (logged in by a user):
        - Passwords must be a minimum of 8 characters in length.
        - Passwords must consist of 3 of 4 categories of uppercase letters, lowercase letters, numbers and/or special characters.
        - Passwords of user accounts must be changed (expired) every ninety (90) days.
        - Applications that do not "sync" with LDAP/AD must have the ability for the user to change their password within the application.
        - Passwords cannot be reused for 8 password changes.
        - Passwords must be encrypted and cannot be stored in plain text or reversible encryption\encoding within the application.
    - Service Accounts (auto logged in or accounts run as a installed service):
    - Service Accounts <u>cannot</u> be used by an individual to manually log in to a workstation or server.
        - Passwords must be a minimum of 14 (prefer 20) characters in lengths.
        - Passwords must consist of multi-case letters, numbers, and special characters.
        - Passwords for service accounts may be set to never expire as approved by the ISO or their designee.
        - Service account passwords must be encrypted and cannot be stored in plain text or reversible encryption\encoding within the application. *The only exception is a workstation KIOSK account and must be approved by the ISO or designee.
        - Service Accounts should be domain service accounts where possible.
        - Service Accounts must be recorded including password and not distributed to non-administrative or development users.
        - Administrator accounts must be recorded including password and not distributed to non-administrative or development users.
        - Users should utilize their assigned user accounts for user /desktop access with appropriate user or administrative permissions. Use of Administrator accounts is restricted to System Administrator level users for administrative purposes only.
        - Service Accounts should be blocked from signing into user desktops / or desktops access is limited to specified applicable server(s).
        - Vendors must not distribute Service Accounts to non-administrative or development users.
        - Vendors must utilize their individual / personal assigned user accounts for user access. Service Accounts must not be used to access user desktops.
- Vendor must accommodate closing of non-secure or unused services/ports (e.g. sendmail, portmap) or document why said services are needed.
- SMTP servers other than UMCSN SMTP servers are prohibited.
- Anonymous SMTP Relay is only permitted to internal UMC users, any outbound email must be authenticated through MS Active Directory.
- Client applications will not require local administrator 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 8 compliant (recent versions, at least IE 9). 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 necessary to provide secured processing.
- Digital certificates required for processing should be quoted from a recognized public key organization (VeriSign, etc.) and pricing for certificates will be 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 attaching to UMC's domain.
- Local administrator logons MAY NOT be used to install or run vendor 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.

- Vendor's system will need to be compatible with UMC's anti-malware product Sophos. Directory exceptions must be provided by vendor and documented.
- Audit logs must be imported into a standard SIEM.
- User access logging must be provided to support user audit trail – for end user access as well as privileged administrative access.
- Payment Card Information (PCI) is not allowed on the UMC network. PCI compliance is required for any exposure to Payment Card Data (PCD).
- If a SaaS model is proposed, UMC reserves the right to periodically assess the security of vendor environment.
- If vendor comes into contact with UMC sensitive, regulated or confidential information, additional security requirements may be imposed (e.g. BAA for exposure to Protected Health Information (PHI).
- UMC does not currently allow mobile devices to connect to the UMC network.

**Training**

- Vendor provides training plan (blueprint).
- Based upon the contract, training will be supplied by one of the following options:
    - On-site provided by Vendor for all users.
    - On-site provided by Vendor for train-the-trainers that will in turn train end users.
    - Off-site training by Vendor.
    - Web based training provided by Vendor.
    - No training and UMC responsible for building curriculum.
- Documentation – Requirement should be in Word format so that UMC can edit:
    - Vendor delivers full set of curriculum (normally users guide and quick reference guide).
    - Vendor delivers minimal curriculum.
    - Vendor delivers no curriculum.
    - Vendor provides proficiency exams.
- Data for classes – Vendor provides training environment with fictitious data for classes with a script to refresh the data daily.
- User ID's for classes – Vendor provides training user ID's for classes.
- Vendor provides a list of any hardware or software needed for the training facilities.
- The Vendor will supply detailed guides for installation and administration of both server and client software for the classroom environment Vendor provides weekly calls that involve training plan.
- Vendor provides weekly calls that involve training plan.
- Communication Plan – Falls under PM but includes training because UMC will be announcing classes.
- Activation Plan – Day of go live events defined by Vendor for roaming education.

**Backups**

- UMC utilizes CommVault Simpana as an enterprise backup solution, any systems must support the install of a corresponding CommVault backup agent (iDataAgent) to allow UMC to pull backups of the machine.
- Systems must be compatible with CommVault Simpana version 9 or later.
- Any File, Directory, or Drive exclusions required by the vendor should be provided to UMC for configuration on the enterprise backup system and be approved by UMC data security.

**Monitoring**

- UMC utilizes SNMP for monitoring devices on the network, systems must be compatible with SNMP version 2 or 3 for addition to the UMC monitoring solution.
- For Windows based OSs WMI must be installed and enabled.