

University Medical Center Of Southern Nevada

CONFIRMATION FORM for RECEIPT OF RFP NO. 2016-10 RELEASE OF MEDICAL INFORMATION & COPYING SERVICES

If you are interested in this invitation, immediately upon receipt please email or fax this Confirmation Form to the information 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 sent to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2016-10

DESCRIPTION: Release of Medical Information & Copying 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: kristine.sy@umcsn.com
OR FAX TO: (702) 383-2609
TYPE or PRINT CLEARLY**

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2016-10
RELEASE OF MEDICAL INFORMATION &
COPYING SERVICES

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
REQUEST FOR PROPOSAL
RFP NO. 2016-10
RELEASE OF MEDICAL INFORMATION & COPYING SERVICES

University Medical Center of Southern Nevada (UMC) is soliciting proposals from qualified vendors to provide release of medical information and copy of medical records services.

The RFP package is available as follows:

- Pick up – University Medical Center, Delta Point Building, 901 Rancho Lane, 2nd Floor, Suite 200, Las Vegas, Nevada 89106. Attn: Kristine Sy, Contracts Management.
- By Electronic Mail or Mail – Please email a request to Contracts Management at kristine.sy@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) 383-2423.
- 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.

Proposals will be accepted at the University Medical Center address specified on Item #8, on or before, **Monday, October 10, 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.

PUBLISHED:
Las Vegas Review Journal
August 28, 2016

GENERAL CONDITIONS

RFP NO. 2016-10

Release of Medical Information & Copying Services

1. TERMS

The term "OWNER" or "UMC", 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 for Release of Medical Information and Copying Services.

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, UMC operates seven (7) Quick Care facilities and six (6) Primary Care facilities.

Purpose

See **Exhibit A**.

Expectations of Business Partner

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

4. DESIGNATED CONTACTS

OWNER's representative will be Kristine Sy, Contracts Management. All questions regarding this RFP, including the selection process, must be directed to Kristine Sy at telephone number (702) 383-2423, or email kristine.sy@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 Agreement is prohibited from the time the RFP is advertised until the item is posted on an agenda for award of the Agreement. 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, August 28, 2016
Final Date to Submit Questions	Monday, September 12, 2016
Last Day for Addendums	Monday, September 19, 2016
RFP Responses Due (2:00 p.m. PST)	Monday, October 10, 2016
RFP Evaluations	October 2016
Finalists Selection	October – November 2016
Finalists Oral Presentations (if required)	November 2016
Final Selection & Agreement Negotiations	November – December 2016
Award & Approval of the Final Agreement	January – February 2017

7. METHOD OF EVALUATION AND AWARD

This RFP is in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments.

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 Agreement based on objective and/or subjective evaluation criteria. This Agreement will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP. OWNER reserves the right to make a multiple award if it is in the best interest of OWNER.

Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the Agreement. Based upon this process, OWNER will then negotiate a final Agreement(s) with PROPOSER and present the Agreement(s) to the GB for approval. A sample Agreement 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 eight (8) 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:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
University Medical Center Delta Point Building Attn: Materials Management 901 Rancho Lane, 2 nd Floor, Suite 200 Las Vegas, Nevada 89106	University Medical Center Attn: Materials Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Delta Point Building Attn: Materials Management 901 Rancho Lane, 2 nd Floor, Suite 200 Las Vegas, Nevada 89106
RFP No. 2016-10 Release of Medical Information & Copying Services	RFP No. 2016-10 Release of Medical Information & Copying Services	RFP No. 2016-10 Release of Medical Information & Copying 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 180 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 180 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 an Agreement. 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 an Agreement 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 an Agreement 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) 455-4252 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 Agreement (not customized for this service) is attached for your review as **Exhibit B**. UMC's terms and conditions shall apply. Any proposed modifications to the terms and conditions of the Standard Agreement are subject to review and approval by the Office of the General Counsel. A PROPOSER(S) inability to comply with, or exceptions and modifications to, the terms and conditions may disqualify PROPOSER(S) from further consideration.

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. PROPOSER may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
5. 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.
6. Successful PROPOSER, upon request of OWNER, will submit a copy of its Certificate of Insurance and Endorsement Page listing OWNER as Additional Insured as included in **Exhibit C**.
7. If applicable, PROPOSER must complete and submit the attached Subcontractor Information form with its proposal as included in **Exhibit D**.
8. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit E**.
9. Successful PROPOSER will be required to complete and submit the attached Business Associate Agreement as included in **Exhibit F**.
10. PROPOSER must review the attached I-66 Policy as included in **Exhibit G**. Any staff, either prime

contractor or subcontractor, who works at the Hospital everyday shall participate in the I-66 Program.

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

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. Include a brief resume of all similar projects your firm 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 and involvement in the healthcare industry.
2. Detail your experience in compliance with Nevada State and Federal legal statutes, HIPAA and other regulatory standards.
3. Provide a list of five (5) client references, preferably of similar size and complexity of OWNER, and located in Nevada. Include company name, key contact(s) name, contact phone number and contact email address. If Nevada references are not available, present five (5) client references located in the Western US comparable in size to UMC. The references may be from current or prior clients. The references will be used as a basis for inquiry concerning PROPOSER's quality of service.

E. Staff Qualifications and Availability

PROPOSER(S) need not indicate the actual names of employees when submitting resumes. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER upon verbal request to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

1. Provide information concerning the education background, experience and professional resume of the person(s) who will be considered OWNER's Account Executive Representative. This representative shall be required to oversee and coordinate all the activities of the service and to promptly resolve any problems inherent thereto.
2. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project and the day-to-day operations. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

F. Proposed Solution

1. Provide information concerning the solution you are proposing and how your solution would meet the requirements in **Exhibit A**.
 - a. Discuss your process for Release of Medical Information (ROI) including STAT requests.
 - b. Discuss your process for incoming ROI daily mail.
 - c. Discuss your process for screening sensitive information.
 - d. Discuss your process for faxing, copying and scanning of medical records.
 - e. Discuss any licensure/professional licensure your organization holds. Attach a copy of each licensure.
 - f. Discuss your billing for Copies Schedule.
 - g. Discuss your quality assurance and validation process.
 - h. Discuss implementation and training strategies that will be utilized including a draft conversion plan and timetable that would be used for implementation. The plan must cover the period from award of business through post implementation review.
 - i. Detail the task responsibilities and distinguish between PROPOSER and OWNER.
 - j. List any time saving features and benefits of service.
 - k. List any assumptions.

- I. List any constraints.
- m. Please describe the top three (3) features and benefits that distinguish your service and company from those of your competitors, clearly stating why the PROPOSER is best suited to this RFP. What unique capabilities does your organization offer? How do you stay ahead of your competition?

G. Computer System

- 1. For remote services, describe in detail your electronic software system used for (a) electronic transmittal of medical information and maintenance of appropriate levels of encryption, and (b) tracking and responding to Federal Audits, specifically the Medicare Recovery Audit Program using Recovery Audit Contractors (RAC) to audit for hospital billing and payment errors.

H. Fees/Invoices

- 1. Please set forth your proposed fee schedule for the project/deliverables as described in your proposal and Scope of Services:
 - a. Cost to provide two (2) clerical staff \$_____ per month. PROPOSER will provide two (2) onsite clerks for front desk at UMC; Monday to Friday excluding major holidays; 9:00 am to 5:30 pm.
 - b. Postage charge should be actual and only for non-billable requests.
 - c. Cost for non-billable copies/pages \$_____ per page (i.e., third party requests; documents not requested by patients).
 - d. Cost for courtesy copies/pages \$_____ per page (i.e., documents requested by patients).
- 2. Attach sample invoice and discuss PROPOSER's invoicing process.

I. Compliance with OWNER's Standard Agreement

OWNER's Standard Agreement (not customized for this service) is attached for your review (**Exhibit B**). UMC's terms and conditions shall apply. Any proposed modifications to the terms and conditions of the Standard Agreement are subject to review and approval by the Office of the General Counsel.

OWNER's Business Associate Agreement (**Exhibit F**) will also be required to be executed by the successful PROPOSER.

A PROPOSER(S) inability to comply with, or exceptions and modifications to, the terms and conditions may disqualify PROPOSER(S) from further consideration. The final Agreement may require approval by the UMC Governing Board.

J. 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

A. **Scope of Services:**

For release of medical information and copy of medical records (hereinafter referred to as "Contractor").

Release of medical information requires a combination of technical ability and analytical insight to ensure compliance with Nevada State and Federal legal statutes and have the competency to process the release of information, end-to-end, utilizing modern technology. The in-house release of medical information must be prepared, operational and ready to:

1. Process and complete in a timely matter up to 4,700 requests for release of medical records per month, out of which up to 2,000 are STAT requests requiring a 30 minute turn-around-time. Total releases from January 1, 2015 through December 31, 2015 were 56,624.
2. All non-STAT requests are expected to be turned around in generally five (5) business days, but no more than the HIPAA mandated 30 days.
3. Process 2,500 requests for Itemized Statements for the Patient Financial Services ("PFS") Department (i.e., Business Office)
4. Subpoena processing is included in the Health Information Management ("HIM") numbers above, and there is an additional 10-15 per month for the PFS Department.
5. Handle up to 2,800 status calls of two (2) minute average time length per each call per month.
6. Handle up to 60 counter walk-up customers per day (Monday to Friday).
7. Provide two (2) clerical staff for front desk, normal working hours, 9:00 am to 5:30 pm.
8. Process all Healthcare Effectiveness Data and Information Set ("HEDIS") requests for records that are not accommodated through access to the EHR (estimated 500 per year).

The Release of Medical Information Function Processing of the Incoming Daily Mail and Faxes:

Daily, the Contractor will open all incoming mail delivered to the HIM Department and will monitor faxed requests. All mail, specific for release of medical information will be processed by the Contractor according to protocol, including opening envelopes, date stamping the mail, entering and scanning the mail in the current ROI One Content system and in by January 2018, potentially into the EPIC ROI system, herein referred to as the ROI Module. This functional component must be processed timely according to Nevada State law, Federal HIPAA regulations and UMC policy. Requests may be received via facsimile to the HIM Department, via US Postal Service, and via Email requests to the HIM_ROI mailbox. Some additional internal requests may be received through the interoffice mail system when received or required by other Departments.

Legal Validation of Release Request:

Contractor must evaluate the validity and completeness of all incoming documents, used in the course of requesting the release of medical information according to state and federal confidentiality mandates and UMC policy. All authorizations for the release of medical information must adhere to all HIPAA Privacy Rule and Nevada State requirements for a valid authorization.

Contractor must maintain a knowledge base that allows for this validation process, distinguishing a valid authorization, request on letterhead, request for medical records for audit, etc. Contractor must be able to determine the difference between the received documents and the critical compliance timelines for each request. All requests must also be categorized by release type, i.e., Attorney requests, Social Security Insurance (SSI) request, Patient Access request, Insurance request, etc., to ensure proper logging into the ROI Module. Choosing the correct release type assures accurate reporting.

Entering and Scanning Request in EPIC ROI:

Contractor must log each request into the ROI Module. All requests must be entered using the correct release type to ensure appropriate automatic HIPAA Tracking and Disclosure tracking. This includes entering the correct date of document receipt, to ensure compliance to specific timelines according to the specific release type, entering the requester name and address according the database format set by UMC to avoid duplicity in the requester database, and entering the staff name responsible for the request. Contractor must scan the request document with all its supporting documentation into the ROI Module, creating an electronic copy of the request to ensure appropriate storage of the request and ease of retrieval, and assurance that the request document has been properly scanned and saved in the system. Original requests will be maintained only for one (1) quarter after receipt to determine that all requests received were processed.

Communicating / Auto Letters with the Requester:

Contractor must communicate, in writing, with the requester as appropriate utilizing the template auto letters feature available in the ROI Module.

Compliance to Nevada State and Federal HIPAA timelines:

Contractor must adhere to all Federal HIPAA regulations and Nevada State laws regarding compliance timelines for individual release categories; typically the day of or day after for Patient Care requests, but no later than five (5) days for all Patient Care requests. All other requests should be completed as soon as possible, generally within seven (7) days of receipt, but in no case more than 30 days. STAT requests must be addressed immediately upon receipt. State, federal, audit, reviews, etc. types of releases, having mandatory specific timelines must be processed as requested by the entity to avoid fines, financial repercussions or reimbursement denials to the facility. An ROI Module report is available for tracking all requests for release of information to ensure compliance.

Processing the Release of the Medical Information:

Contractor staff must understand and maintain an adequate knowledge base of UMC's paper record systems located at Iron Mountain, microfilm system (stored at Iron Mountain), CDs located at the hospital, the current One Content EHR and, in the near future, the EPIC EHR system to properly find, view and release the medical information in compliance with the request. Contractor must provide adequate equipment to provide the requested medical information to the requester in either paper or electronic format, including on CD.

Screening for Sensitive Information:

Per Nevada State law and Federal HIPAA regulations, some medical information is considered sensitive and therefore may only be released with specific authorization or court order or providers' approval, etc. Contractor must have the knowledge base required to understand these release laws, recognize the sensitive record content and remove/redact this information prior to the release.

Faxing, Copying and Scanning of Medical Records Function:

Contractor must have the ability to process the release of medical information electronically, as required by specific requesters. Contractor must use UMC equipment and software onsite to process requests, including the UMC encrypted email and facsimile services. UMC owned copies may be used onsite, but paper and supplies will be provided by the Contractor. For remote access, Contractor must provide adequate equipment, i.e., computers, scanners, fax machines, hard copy printers and all appropriate software required for electronic transmittal of medical information that contains the appropriate level of encryption to ensure confidentiality of the medical information. Contractor's technology and application systems must also be compatible and compliant for integration with UMC systems.

Close Request:

Contractor processes requests (volumes noted above) for medical information per month. Most release request categories have differing compliance timelines for completion; however, all requests must be completed and change status in the systems to "closed" within 30 days of receipt, per UMC policy. Contractor is responsible to monitor all open requests, process according to the appropriate timelines and properly close all requests within those specified timelines for each release category.

STAT Continuation of Care Function:

Contractor must have the ability to respond to urgent/STAT requests per month, for continuation of care/courtesy requests. This entails monitoring the phone lines eight (8) hours per day, retrieving requests for urgent care needs via fax, reviewing and validating the request on letterhead, professionally corresponding with health care providers via telephone and email, and responding to these urgent requests with the appropriate medical records within a 30 minute turn-around time. Contractor will also log in the ROI Module all urgent requests processed by the evening and weekend UMC staff.

Tracking of Disclosures:

In the event of a wrongful disclosure, Contractor must follow notification protocol and enter all associated information regarding the disclosure into the UMC Breach Assessment form, conduct a fact find, and provide a corrective plan of action/summary of the event to UMC as appropriate.

Process Release of Information Audits for State, Federal & Regulatory Requests:

Contractor must provide an electronic software system for tracking and responding to Federal Audits, specifically the Medicare Recovery Audit Program using Recovery Audit Contractors ("RAC") to audit for hospital billing and payment errors. Contractor must communicate timely with HIM, Finance and Compliance Departments regarding all RAC requests. Precise processing, tracking and timely completion of all RAC requests' copies is mandatory to ensure compliance with such audits to avoid sanctions and lost revenue to UMC. These requests are logged into the ROI Module by Contractor's staff. Contractor must provide adequate staff for HEDIS season audits. The Contractor will process all HEDIS requests during the annual audit as requested by Health Plans. Contractor must communicate to HIM and the Health Plan in a timely manner regarding completed and outstanding requests. Contractor will provide services and support for various audits, reviews and initiatives.

Walk-ups and Status Calls Attendance Function:

Contractor is responsible for attending to ROI status calls / averaging two (2) minutes each call. Calls may not exceed awaiting queue time of five (5) minutes. Contractor will attend to walk-in customers – Monday through

Friday workdays – major holidays excluded. This includes patients, customers with the release of medical information forms, subpoenas servers who accept, validate and serve from external Professional Photocopy Agencies (subpoenas and authorizations), and assist with building security issues, as appropriate.

Customer Service:

Customer Service is an important component in providing services at UMC. Contractor is required to deliver courteous and professional service to both internal and external customers by phone and in person.

Billing for Copies:

Contractor must provide a copy of their fee schedule for services and charge policy to be approved by UMC Compliance and Legal Departments regarding the services and fees rendered to patients and third party requesters of copies of medical records to ensure the fee schedule is within state and federal guidelines. Contractor may only charge allowable fees according to Nevada State Law, Federal Law and standing UMC Contracts. Monthly invoices must be provided with sufficient details for validation and approval to be rendered. UMC shall be provided with adequate system access to validate invoices and numbers of chargeable copies.

Licensure and Professional Agency:

Contractor must maintain a Nevada License as a Professional Photocopy Agency and a Clark County Business License. A copy of such licensure must be provided to UMC. Contractor must utilize an adequate process and agreement, when acting as the designated 'copy service agent' for a third party entity such as attorneys, insurances, copy agencies, etc.

Software and Hardware:

Contractor must use UMC provided equipment and software to process the release of medical information generated at UMC for onsite releases. If Contractor is loading paper records into a Contractor supported release system, all equipment and software must be provided by Contractor and must be approved by UMC. This includes the technology to scan the paper chart medical record and electronically transmit both scanned paper and the electronic medical record for distribution to the requester. The equipment provided by Contractor must be pre approved by UMC. All software used by Contractor must integrate with UMC software and be approved by the UMC IT Department, including IT Access and Risk Management, and in compliance with HIPAA requirements.

Staffing, Training, Competency and Health Clearance:

Contractor must maintain appropriate number and competency level of staff to provide full spectrum of services outlined in the UMC Scope of Services. Contractor must provide documentation that all staff has completed the required health clearance in accordance with UMC policies. Contractor must provide documentation that all staff has received appropriate HIPAA training prior to accessing patient information.

Contractor must maintain documented competency level and assessments, and provide adequate documentation for training. Contractor must provide a comprehensive release of medical information training curriculum for the contracted staff to ensure an adequate knowledge base of the specific Nevada State law, Federal HIPAA regulations and UMC policies regarding the release of medical information. This must include specific training regarding the One Content ROI Module and, in the future, the EPIC EHR systems, removing/screening information, etc.

Quality Assurance and Validation:

Contractor must provide monthly self audit results on a percentage number of release of medical information work performed by the contracted staff according to protocol. On an ad-hoc basis, Contractor will provide specialized audits as requested by UMC management and its designees. Contractor must also provide a specified number of release of medical information work to be validated by UMC staff to ensure compliance with state laws, federal regulations and UMC policies. Contractor's management and UMC's management or its designees must meet routinely to review operational and compliance issues to address necessary corrections to be made.

- B. **Payment Terms:** Net 90 days
- C. **Term and Termination:** The initial Agreement term will be for three (3) years with two (2) one-year options to extend upon mutual acceptance. Either party may terminate this Agreement with a 60-day written notice to the other.
- D. **Agreement Extension:** UMC reserves the option to temporarily extend the Agreement for up to six (6) months from its expiration date for any reason. The current Agreement pricing shall remain in effect through the Agreement extension period.
- E. **Records Retention:** Records developed by successful PROPOSER and related to the project costs will be maintained for a period of five (5) years following completion of the project.
- F. **Ownership of Records:** All computer programs and data made available by UMC to successful PROPOSER hereunder shall remain the property of OWNER.

G. **Governing Law:** Nevada law shall govern the interpretation and enforcement of this Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

EXHIBIT B

Sample Agreement

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

AGREEMENT FOR //TITLE//

//RFP NO//

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

AGREEMENT FOR //TITLE//

This Agreement for _____ (the "Agreement") is made and entered into this ##XX day of Enter Month 20XX ("Effective Date"), by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "HOSPITAL"), and //LEGAL NAME// (hereinafter referred to as "COMPANY"), for _____ (hereinafter referred to as "PROJECT").

WITNESSETH:

WHEREAS, COMPANY has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$ENTER AMT, including all travel, lodging, meals and miscellaneous expenses, as further described herein; and

WHEREAS, COMPANY 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 Agreement.

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from _____ through _____ ("Initial Term"), with the option to renew for _____, ____-year periods. During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement. HOSPITAL reserves the right to extend the Agreement for up to an additional _____ (____) months for its convenience.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

HOSPITAL agrees to pay COMPANY 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 COMPANY 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 COMPANY and it shall be COMPANY'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

COMPANY will be entitled to period payments for work completed in accordance with the completion of tasks indicated in the Scope of Work (**Attachment A**).

C. Terms of Payments

1. Payment of invoices will be made within _____ (____) calendar days after completion of PROJECT and 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 COMPANY 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 Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Attachment A**, Scope of Work, will not be paid without prior written authorization by HOSPITAL.

- c. HOSPITAL's representative shall notify COMPANY in writing within 14 calendar days of any disputed amount included on the invoice. COMPANY 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, COMPANY will submit a new invoice for the agreed 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 COMPANY 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 COMPANY 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 COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products, which have not been previously paid to COMPANY.
7. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY 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 Agreement 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 Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the then 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 Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

Services to be performed by COMPANY for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Attachment A** of this Agreement, 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 Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within

current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly. Any claim of COMPANY for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by COMPANY of notification of change unless HOSPITAL grants a further period of time before the date of final payment under this Agreement.

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

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY 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 Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY 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. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within 30 days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY 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. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of COMPANY to assure that all products or services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services or work products:
 - 1. Permitted or required approval by HOSPITAL of any products or services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of

this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.

- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY 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 COMPANY 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 Agreement, whichever comes first. COMPANY 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 Agreement.
- I. Drawings and specifications remain the property of COMPANY. Copies of the drawings and specifications retained by HOSPITAL 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 COMPANY during the performance of services for which it has been compensated under this Agreement, shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever occurs first. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement. COMPANY shall furnish Hospital'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 Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of HOSPITAL.
- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement 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 Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY 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 Agreement.
- D. COMPANY 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 COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY 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.
- C. In the event that COMPANY fails to complete the PROJECT within the time specified in the Agreement, 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 Agreement or any extensions thereof, COMPANY shall pay to the HOSPITAL, as liquidated damages, the sum of \$ENTER AMT 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 COMPANY under this Agreement for such period of time as HOSPITAL, at its sole discretion, may prescribe by providing written notice to COMPANY at least 10 working days prior to the date on which HOSPITAL wishes to suspend. Upon such suspension, HOSPITAL shall pay COMPANY its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. COMPANY shall not perform further work under this Agreement after the effective date of suspension until receipt of written notice from HOSPITAL to resume performance. In the event HOSPITAL suspends performance by COMPANY for any cause other than the error or omission of COMPANY, for an aggregate period in excess of 30 days, COMPANY shall be entitled to an equitable adjustment of the compensation payable to COMPANY under this Agreement to reimburse COMPANY 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 Agreement 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 Agreement 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 Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY 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 COMPANY 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 COMPANY 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 COMPANY at the time of termination may be adjusted to the extent of any additional costs occasioned to HOSPITAL by reason of COMPANY's default.

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 COMPANY 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, COMPANY agrees that it will not employ unauthorized aliens in the performance of this Agreement.

D. Public Funds / Non-Discrimination

COMPANY acknowledges that HOSPITAL has an obligation to ensure that public funds are not used to subsidize private discrimination. COMPANY 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 COMPANY in breach of the Agreement, terminate the Agreement, and designate COMPANY as non-responsible.

E. Assignment

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

F. Indemnity

COMPANY 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 and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law

Nevada law shall govern the interpretation and enforcement of this Agreement.

H. Covenant Against Contingent Fees

COMPANY warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement 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 Agreement without liability or in its discretion to deduct from the Agreement 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 COMPANY, terminate this Agreement 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 COMPANY or any agent or representative of COMPANY 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 Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement by COMPANY; 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 COMPANY 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 Agreement.

J. Audits

The performance of this Agreement by COMPANY is subject to review by HOSPITAL to insure Agreement compliance. COMPANY agrees to provide HOSPITAL any and all information requested that relates to the performance of this Agreement. All request for information will be in writing to COMPANY. 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 Agreement and be cause for suspension and/or termination of the Agreement.

K. Covenant

COMPANY 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 Agreement. COMPANY further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

L. Confidential Treatment of Information

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

M. ADA Requirements

All work performed or services rendered by COMPANY 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.

N. Subcontractor Information

COMPANY 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 Agreement utilizing the attached format **Exhibit XX**. The information provided in **Exhibit XX** by COMPANY is for HOSPITAL's information only.

O. Non-Excluded Healthcare Provider

COMPANY 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. COMPANY 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 COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

P. Public Records

COMPANY 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 Agreement which COMPANY has claimed to be confidential and proprietary, HOSPITAL will immediately notify COMPANY of such demand and COMPANY shall immediately notify HOSPITAL of its intention to seek injunctive relief in a Nevada court for protective order. COMPANY shall indemnify, defend and hold harmless HOSPITAL from any claims or actions, including all associated costs and attorney's fees, regarding or related to any demand for the disclosure of COMPANY documents in HOSPITAL's custody and control in which COMPANY claims to be confidential and proprietary.

Q. 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
 - o With copy of executed Agreement highlighting the allowable travel
 - o List of travelers
 - o Number of days in travel status
- Hotel receipt
- Meal receipts for each meal
- Airline receipt
- Car rental receipt (Identify driver and passengers)
- Airport parking receipt (traveler's Airport origin)
- Gas re-fuel upon return of rental vehicle capped at \$50 per vehicle
- Airport long term parking (only for economy rate)

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

- Personal vehicle (UMC will not pay costs associated to driving a personal vehicle in lieu of air travel)
- Excess baggage fares
- Upgrades for transportation, lodging, or vehicles
- Alcohol
- Room service
- In-room movie rentals
- In-room beverage/snacks
- Gas for personal vehicles
- Transportation to and from traveler's home and the airport
- Mileage
- Travel time

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

R. Publicity

Subject to the provisions of Section XII, paragraph P, neither HOSPITAL nor COMPANY 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 Agreement without the prior written consent of the other party.

S. Disclosure of Ownership Form

COMPANY agrees to provide the information on the attached Disclosure of Ownership/Principals Form as set forth in

Exhibit XX and Disclosure of Relationship (Suppliers) Form as set forth in **Exhibit XX** prior to any Agreement and/or Agreement amendment to be awarded by the Governing Board.

T. Business Associate Agreement

COMPANY agrees to complete and submit the attached Business Associate Agreement as set for in **Exhibit XX**.

U. Clark County Business License / Registration

Prior to award of this Agreement, other than for the supply of goods being shipped directly to a UMC facility, COMPANY 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:
 - i. A business is physically located in unincorporated Clark County, Nevada.
 - ii. The work to be performed is located in unincorporated Clark County, Nevada.
- b. Register as a Limited Vendor Business Registration if:
 - i. A business is physically located outside of unincorporated Clark County, Nevada
 - ii. 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 company. 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) 455-4252 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)

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: _____ DATE _____
MASON VANHOUWELING
Chief Executive Officer

COMPANY:
//LEGAL NAME//

By: _____ DATE _____
//NAME//
//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 INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C No. Ext):</td> <td style="width: 25%;">BROKER'S PHONE NUMBER</td> <td style="width: 12.5%;">FAX (A/C No.):</td> <td style="width: 12.5%;">BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="4">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> <tr> <td colspan="3" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> </table>	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.):	BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS				INSURER(S) AFFORDING COVERAGE			NAIC #
PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.):	BROKER'S FAX NUMBER										
E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS													
INSURER(S) AFFORDING COVERAGE			NAIC #										
INSURED CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td style="text-align: center;">COMPANY'S</td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td style="text-align: center;">BEST KEY</td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A:		INSURER B:	COMPANY'S	INSURER C:		INSURER D:	BEST KEY	INSURER E:		INSURER F:	
INSURER A:													
INSURER B:	COMPANY'S												
INSURER C:													
INSURER D:	BEST KEY												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____ **RATING** _____

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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE MAXIMUM \$ 25,000												
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ DEDUCTIBLE MAXIMUM \$ 25,000												
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> <small>describe under DESCRIPTION OF OPERATIONS below</small>	N/A					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> <td style="width: 50%;">\$</td> </tr> <tr><td colspan="2">E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td colspan="2">E.L. DISEASE - E.A. EMPLOYEE</td><td>\$</td></tr> <tr><td colspan="2">E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WC STATUTORY LIMITS	OTHER	\$	E.L. EACH ACCIDENT		\$	E.L. DISEASE - E.A. EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
WC STATUTORY LIMITS	OTHER	\$																	
E.L. EACH ACCIDENT		\$																	
E.L. DISEASE - E.A. EMPLOYEE		\$																	
E.L. DISEASE - POLICY LIMIT		\$																	
	INSTALLATION FLOATER						AGGREGATE \$												

DESCRIPTION OF OPERATIONS / LOCATIONS / 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 INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

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

EXHIBIT D

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 E

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)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE Minority Business Enterprise	<input type="checkbox"/> WBE Women-Owned Business Enterprise	<input type="checkbox"/> SBE Small Business Enterprise	<input type="checkbox"/> PBE Physically Challenged Business Enterprise	<input type="checkbox"/> VET Veteran Owned Business	<input type="checkbox"/> DVET Disabled Veteran Owned Business	<input type="checkbox"/> ESB 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:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address: (If different from above)				Website:		
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				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 (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

* 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 F

Business Associate Agreement

This Agreement is made effective the ____ of _____, 201_, 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 Rules"); 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, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," 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 Rules (the agreement evidencing such arrangement is entitled "Underlying Agreement"); and

WHEREAS, Business Associate will 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 Rules, 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 Rules and to protect the interests of both Parties.

I. DEFINITIONS

"HIPAA Rules" means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

"Protected Health Information" means individually identifiable health information created, received, maintained, or transmitted in any medium, 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.

"Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Rules) or maintained in Electronic Media.

The following terms used in this Agreement shall have the same meaning as defined in the HIPAA Rules: Administrative Safeguards, Breach, Business Associate, Business Associate Agreement, Covered Entity, Individually Identifiable Health Information, Minimum Necessary, Physical Safeguards, Security Incident, and Technical Safeguards.

II. ACKNOWLEDGMENTS

Business Associate and Covered Entity acknowledge and agree that in the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Rules, the HIPAA Rules shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Rules, but are nonetheless permitted by the HIPAA Rules, the provisions of this Agreement shall control.

Business Associate acknowledges and agrees that all Protected Health Information that is disclosed or made available in any form (including paper, oral, audio recording or electronic media) by Covered Entity to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

Business Associate has read, acknowledges, and agrees that the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and the Final Rule significantly impacted and expanded Business Associates' requirements to adhere to the HIPAA Rules.

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.
- (b) Business Associate agrees to use or disclose Protected Health Information solely:
 - (i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or
 - (ii) 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 or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).
- (c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).
- (d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:
 - (i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or
 - (ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

- (a) Business Associate agrees:
 - (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
 - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

(b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information ("Breach") occurs, Business Associate agrees:

- (i) To notify Covered Entity's Chief Privacy Officer immediately upon discovery of the Breach, and
- (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
- (iii) To fully cooperate with Covered Entity's analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
- (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

(a) Business Associate agrees:

- (i) To provide Covered Entity with timely and appropriate access to records, electronic records, HIPAA assessment questionnaires provided by Covered Entity, personnel, or facilities sufficient for Covered Entity to gain reasonable assurance that Business Associate is in compliance with the HIPAA Rules and the provisions of this Agreement.
- (ii) That in accordance with the HIPAA Rules, the Secretary of the U.S. Department of Health and Human Services has the right to review, audit, or investigate Business Associate's records, electronic records, facilities, systems, and practices related to safeguarding, use, and disclosure of Protected Health Information to ensure Covered Entity's or Business Associate's compliance with the HIPAA Rules.

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

(a) At the Covered Entity's Request, Business Associate agrees:

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) 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 Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. 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.

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.

VIII. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Rules, 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.

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 HIPAA Rules, 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 Rules, 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: _____

Printed Name

Printed Name

Title

Title

Address

City/State/Zip

EXHIBIT G

SUBJECT: Contracted Non-Employees /Allied Health Non-Credentialed /Dependent Allied Health / Temporary Staff / Construction/Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99; 10/01; 4/07; 1/08; 3/11; 5/14, 5/16	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

To ensure 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 (including Administrative, Infection Control/Employee Health Services, and Human resource related as applicable); 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 as 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 Organizational Development departments with an ongoing 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 the 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. The following medical information must be provided to UMC and outlined by UMC Employee Health Department.
 - a. Evidence of annual TB testing (within the last 2 years), a current 2 step TB skin test, or a current IGRA blood test. Current TB testing is TB testing that is from within the last 12 months. The 2 step TB skin test must be 2 TB tests done within the current year, at least 10 days apart. A Quantiferon TB test from within the last year. Individuals with a positive TB test must have proof of a past positive skin test,, a negative chest x-ray and a negative sign and symptom review completed. The sign and symptom review should be completed within 4 weeks of contract at UMC.
 - b. Documentation of the current seasons' Influenza vaccine or UMC's signed declination is required during Influenza season. All personnel will follow UMC's Influenza policy 6.5. (Influenza season is generally Oct-March 31st. Season is defined within policy by the Infection Control Department).
 - c. Tdap vaccination is required for any personnel with contact in PEDS, PICU, PEDS ER, NICU, Labor and Delivery, FRC and FBCC.
 - d. Hepatitis B vaccine series (3 vaccines), or titers showing immunity or a declination for all personnel in clinical areas.
 - e. Measles, Mumps and Rubella (MMR) series (2 vaccines), or titers showing immunity;
4. The following vaccines are highly suggested by UMC and the CDC for all healthcare workers and records are maintained and kept current at the agency. Contractor will provide UMC authorization to audit these files upon request.
 - a. Varicella vaccine series (2 vaccines), titer showing immunity or a history of disease;
 - b. Tdap vaccine (1 vaccine) for personnel not in areas listed above (3 c).
5. 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 HR department.
- 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.
6. 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.
7. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology and/or equipment.
8. 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.
9. 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.
10. Contractor ensures that each Allied Health provider has acquired an identification badge from Hospital's HR department before commencing services at Hospital's facilities; and ensures badge is returned to HR upon termination of service.
11. 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. HR will be notified so appropriate action can be taken to remove access.

Non Clinical Short Term Temporary Personnel

Non clinical/short term personnel such as Engineering-related contractors or vendors and/or construction workers on site within the hospital for construction, remodeling or on property for new project implementation will be required to adhere to UMC Infection Control requirements as outlined below. "Short term" is defined as not more than 2 months. Original records are to be maintained by the contractor. A copy will also be available within the appropriate department at UMC.

1. Evidence of annual TB testing (2 years), a current 2 step TB test, or an IGRA blood test. Individuals with a positive TB test must have proof of a past positive skin test, a negative sign and symptom review and a negative chest x-ray.
2. Or, in-lieu of the above TB testing, contractor and subcontractor personnel may elect to complete weekly health screening forms and abide by any/all recommendations/requirements set forth by UMC's Infection Control Department.
3. Current seasons' Influenza vaccine is encouraged for all contractor/subcontractor personnel. However UMC's Infection Control Department reserves the right to require this vaccine at any time. All personnel will follow UMC's EH6.5 Influenza Policy (Influenza season is generally November through March).

Non clinical/short term personnel such as Engineering-related vendors and/or construction workers working outside of the hospital are not required to meet any specific Infection Control/Employee Health Services requirements.

Non Clinical Personnel

Non Clinical personnel that are assigned to work at UMC by approved contracted agencies (banks, gift shops, etc.) will be required to follow basic on-boarding requirements like UMC application, background check, drug screening, medical screening as outlined and attend orientation prior to working on premises. Personnel files will be maintained in Human

Resources until the person ceases working on property. All annual testing and requirements will be required of these personnel.

EQUIPMENT:

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

1. All equipment brought into UMC is required to meet the following criteria:
 - a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering department.
 - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering department.
 - c. Monitoring and evaluation will include:
 - i. Preventive maintenance;
 - ii. Identification and recordation of equipment management problems;
 - iii. Identification and recordation of equipment failures; and
 - iv. Identification and recordation of user errors and abuse.
 - d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment are able to demonstrate or describe:
 - a. Capabilities, limitations and special applications of the equipment;
 - b. Operating and safety procedures for equipment use;
 - c. Emergency procedures in the event of equipment failure; and
 - d. Processes for reporting equipment management problems, failures and user errors.
3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
 - a. Knowledge and skills necessary to perform maintenance responsibilities; and
 - b. Processes for reporting equipment management problems, failures and user errors.

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals. A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - a. Copy of contract
 - b. Copy of Contractor's liability insurance (general and professional)
 - c. Job description
 - d. Resume'
 - e. Copy of current Driver's License **OR** One 2x2 photo taken within two (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's "Department Specific Orientation" form
 - k. Attestation form/letter from Contractor completed for medical clearances except for TB test and Influenza vaccine.
 - 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) 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. TB test results and Influenza vaccine must be submitted to Human Resources.
 - 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 Organizational Development 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 Organizational Development Department.
- 3. Nurses must complete the RN orientation manual before working if Per Diem and within one (1) week of hire if a traveler nurse. 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 Organizational Development department. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

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

Agency Personnel Assignment Guidelines

- 1. Duties will be assigned by the Physicians, Department Manager, and 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 Organization Development department.

5. Administer narcotics as appropriate to position and scope of practice.

EXHIBIT H

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 cannot 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.