

# University Medical Center Of Southern Nevada

CONFIRMATION FORM  
for  
RECEIPT OF RFP NO. 2016-14  
Surgical Navigation System

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

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

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

PROJECT NO.      RFP NO. 2016-14

DESCRIPTION:      Surgical Navigation System

**VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

City / State / Zip: \_\_\_\_\_

Name / Title: \_\_\_\_\_

Area Code/Phone Number: \_\_\_\_\_

Area Code/Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2016-14  
Surgical Navigation System

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL  
RFP NO. 2016-14  
Surgical Navigation System

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

The RFP package is available as follows:

- Pick up – University Medical Center, Contracts Management Office, 901 Rancho Lane, Suite 200, Las Vegas, Nevada 89106.
- By Electronic Mail or Mail – Please email a request to Contracts Management at [heather.mclain@umcsn.com](mailto:heather.mclain@umcsn.com) specifying the project number and description. Be sure to include your company name, contact name, mailing address, phone and fax numbers, email address, or call (702) 383-7816.
- Internet – Visit the Clark County website at [www.clarkcountynv.gov/purchasing](http://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, **Thursday, October 20, 2016 at 2:00:00 p.m.**, based on the time clock at the UMC Materials Management office. Proposals are time-stamped upon receipt. Proposals time-stamped after 2:00:00 p.m. will be recorded as late, remain unopened, and be formally rejected.

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PUBLISHED:  
Las Vegas Review Journal  
October 02, 2016

**GENERAL CONDITIONS**  
RFP NO. 2016-14  
Surgical Navigation System

1. TERMS

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

2. INTENT

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

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450. UMC is a 541 bed hospital, currently operating a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center, an active Cardiology Program, Organ Transplant Program, Burn Care Center and a Level 3 Intensive Care Nursery. In addition, UMCSN operates seven (7) Quick Care facilities and six (6) Primary Care facilities.

Purpose

See **Exhibit A**.

Expectations of Business Partner

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

4. DESIGNATED CONTACTS

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

5. CONTACT WITH OWNER DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	Sunday, October 2, 2016
Final Date to Submit Questions	Tuesday, October 11, 2016
Last Day for Addendums	Monday, October 17, 2016
<b>RFP Responses Due (2:00 p.m. PST)</b>	<b>Thursday, October 20, 2016</b>
RFP Evaluations	October 2016
Finalists Selection	October 2016
Finalists Oral Presentations (if required)	October 2016
Final Selection & Contract Negotiations	October-November 2016
Award & Approval of the Final Contract	October-November 2016

7. METHOD OF EVALUATION AND AWARD

This award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

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

Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the Service under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract(s) to the GB for approval, if applicable.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 30 pages (not counting attached Exhibits and Attachments). Other attachments may be included with no guarantee of review.

**All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 19.** The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not necessary.

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

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

The following are detailed delivery/mailling instructions for proposals:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
University Medical Center Materials Management 901 Rancho Lane, Suite 200 Las Vegas, Nevada 89106	University Medical Center Materials Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Materials Management 901 Rancho Lane, Suite 200 Las Vegas, Nevada 89106
RFP No. 2016-14 Surgical Navigation System	RFP No. 2016-14 Surgical Navigation System	RFP No. 2016-14 Surgical Navigation System

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

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

9. WITHDRAWAL OF PROPOSAL

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

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

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

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

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

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

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

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

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

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

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

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

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

17. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

- a. Clark County Business License is Required if:
  1. A business is physically located in unincorporated Clark County, Nevada.
  2. The work to be performed is located in unincorporated Clark County, Nevada.
- b. Register as a Limited Vendor Business Registration if:
  1. A business is physically located outside of unincorporated Clark County, Nevada
  2. A business is physically located outside the state of Nevada.

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

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

18. CONTRACT

Any proposed modifications to the terms and conditions of this RFP are subject to review and approval by the Office of the General Counsel.

19. EVALUATION CRITERIA

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

A. **Cover Letter**

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

B. **Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.
4. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
5. Successful PROPOSER, upon request of OWNER, will submit a copy of its Certificate of Insurance listing OWNER as Additional Insured as included in **Exhibit B**.
6. If applicable, PROPOSER must complete and submit the attached Affidavit with its proposal 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. PROPOSER must complete and submit the attached Business Associate Agreement with its proposal as included in **Exhibit F**.
10. PROPOSER must review the attached I-179 Policy as included in **Exhibit G**. Any staff, either prime contractor or subcontractor, who will come onsite for business at the Hospital shall participate in the I-179 Program.
11. PROPOSER must review the attached I-66 Policy as included in **Exhibit H**. Any staff, either prime contractor or subcontractor, who works at the Hospital everyday shall participate in the I-66

Program.

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

**C. Financial Statement**

Provide financial statements that reflect the PROPOSER's financial ability to complete this RFP. PROPOSER(S) that fail to provide financial information may be deemed non-responsive.

**D. Proposed Solution**

Provide information concerning the product and/or solution you are proposing and how your solution would meet the requirements in the Exhibit A.

1. Discuss implementation and training strategies that will be utilized with product selection 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.
2. Detail the task responsibilities and distinguish them between PROPOSER and OWNER.
3. Discuss physician and support staff training.
4. Highlight increased patient safety measures including operational, efficiency and case turnaround time.
5. Discuss the future scalability to support new technologies, product upgradeability and electronic medical record interface.
6. List any time saving features and benefits of service/product.
7. Detail the enhancement of quality care, workability and ease of maintenance.
8. Discuss all safety features of service/product including advantages and disadvantages of systems available.
9. PROPOSER 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.
10. Please describe the top three (3) features and benefits that distinguish your Product and Company from those of your competitors, clearly stating why the PROPOSER is best suited to perform the services for this RFP.
11. The PROPOSER will provide a detailed sample contract, detailing and separating hardware costs and maintenance, software licenses(s) and maintenance (system and any third-party software), implementation fees, training and other professional services fees that will be used if PROPOSER is awarded the business. Contract will not count towards the 30 page maximum.
12. Provide warranty information/options and Service Agreement information/options. Warranty information and Service Agreement will not count towards the 30 page maximum.

**E. Conceptual Treatment of Project and Work Plan**

Describe in detail PROPOSER's approach to the project as described in Exhibit A. Include a preliminary project plan that includes:

1. PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.
2. Any assumptions.
3. Any constraints.
4. Proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles.

**F. Other**

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

## EXHIBIT A

### SCOPE OF SERVICES

The purpose of this RFP is to identify superior PROPOSER(S) that can provide a Surgical Navigation System to function on Adult, Pediatric and Neonatal patients that will best meet the needs of UMCSN.

**The product specifications should include, at a minimum, the following requirements:**

#### I. General

1. PROPOSER shall provide a complete fee schedule for cost of equipment, training, consumables. Whereas, OWNER is a member of the Group Purchasing Organization, HealthTrust Purchase Group, so any associated costs should meet such HPG contract and be listed as so on the proposal.
2. PROPOSER shall provide a dedicated account representative who shall be at minimum responsible for on-site visitations to the OWNER's hospital department users on a regular basis to obtain user feedback on satisfaction with services and products. Visitations shall be coordinated between representative and clinical department.
3. PROPOSER shall provide support for UMCSN's surgical teams from initial room planning through final installation to ensure an ideal Operating Room solution.
4. PROPOSER shall provide consulting services to assist UMCSN analyze surgical workflow, patient positioning, Operating Room space management, ergonomics and clinical specialty requirements.
5. PROPOSER shall collaborate with UMCSN's necessary staff and other partners to ensure on-time implementation.
6. Delivery costs are to be included in price of goods.
7. PROPOSER will pay freight for any equipment that needs to be shipped for repair.
8. Three (3) full sets of technical documentation including:
  - a. Service manual; and
  - b. Software and installation manuals.

#### II. Compliance

1. Proposed solutions must be compliant with all relevant regulatory requirements (HIPAA, Joint Commission, PCI, etc.) in all facets of design, delivery and execution and ongoing support.
2. Compliance with all regulatory agencies; local, state, and federal.

#### III. Development

1. System should be upgradeable for future development of computer technology (electronic medical record, computerized charting, and physician order entry) as applicable.

#### IV. Training

1. The PROPOSER will supply systems and client training to UMCSN Information Services personnel
2. The PROPOSER will supply detailed guides for installation and administration of both server and client software.
3. The PROPOSER will supply comprehensive training, ongoing support and case coverage to ensure all surgical navigation cases run without fault.
4. The PROPOSER will supply clinical training to all shifts with all affected user departments in a hands on approach, on-campus, with additional train-the-trainer for on-campus designated experts.
5. PROPOSER shall continue with follow-up training sessions if needed.
6. PROPOSER will conduct one (1) on-site training class, scheduled and completed prior to warranty expiration, inclusive of all corrective maintenance, preventive maintenance and technical troubleshooting.

#### V. Performance Standards

1. Method for tracking user entries.
2. The system will be compatible with multiple intraoperative imaging systems, including iMRI, C-arms, and the O-arm system, booms, audio/visual, microscopes and other Operating Room components.
3. The system will have tracking technologies whereas the surgeons have a choice between advanced optical surgical navigation camera or the electromagnetic system.
4. The system will have various options to access pre-op exams/images via CD, USB and DICOM Query/Retrieve
5. The solution must be able to interface with UMCSN's electronic medical records database, EPIC. If any additional fees are necessary for this, must include in the proposal.

#### VI. Technical Requirements

1. Pinless Craniotomy

2. Electromagnetic technology used for Craniotomy and ENT
3. Pediatric capabilities
4. Flexible stylets with trackable software
5. Optical Camera technology with extended field of view; preferable to be ceiling mounted
6. Procedure specific instrument sets
7. System application/software specific for Cranial, Shunt, Biopsy, and ENT
8. Un-interruptible Power Supply
9. High Fidelity MP3 Speaker System
10. 24" or larger widescreen High Resolution monitor
11. Image matching and panning techniques
12. Wireless, autoclavable probes and trays
13. Fiducial locator

**VII. Quantity Requirements**

1. Equipment: 1 (one) complete system to meet the requirements of UMCSN
2. Location of Units: Operating Room
3. PROPOSER's selected as a Finalist may be required to conduct a product demonstration to OWNER's Evaluation Team.

**VIII. Project Support**

1. The PROPOSER will provide twenty-four (24) hour, seven (7) day per week onsite support for the first two (2) weeks of go-live; thereafter, PROPOSER will return calls within three (3) hours.

**IX. Payment Terms**

The payment terms shall be 90 days NET.

**X. Term and Termination**

1. PROPOSER shall provide Service Agreement and Extended Warranty information and options for a 5 year term along with the proposal for the purchase of the equipment.

**XI. Governing Law**

This Proposal shall be governed by and construed under the laws of the state of Nevada without regard to conflicts of law principle.

## EXHIBIT B

***(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.





**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

<b>Business Entity Type (Please select one)</b>						
<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
<b>Business Designation Group (Please select all that apply)</b>						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
<b>Number of Clark County Nevada Residents Employed:</b>						
<b>Corporate/Business Entity Name:</b>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>				<b>Website:</b>		
<b>City, State and Zip Code:</b>				<b>POC Name:</b>		
				<b>Email:</b>		
<b>Telephone No:</b>				<b>Fax No:</b>		
<b>Nevada Local Street Address:</b>				<b>Website:</b>		
<b>(If different from above)</b>						
<b>City, State and Zip Code:</b>				<b>Local Fax No:</b>		
<b>Local Telephone No:</b>				<b>Local POC Name:</b>		
				<b>Email:</b>		

**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

- 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.)
- 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: \_\_\_\_\_  
Mason VanHouweling

By: \_\_\_\_\_

Title: CEO

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## EXHIBIT G

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

SUBJECT: Vendor: Roles, Responsibilities and Credentialing	ADMINISTRATIVE APPROVAL:
EFFECTIVE: <b>7/09</b>   REVISED: 03/11, 01/2012, 04/2015	
POLICY #: I-179	
AFFECTS: Organizational Wide	

#### **PURPOSE:**

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

#### **POLICY:**

All Vendors will render services and/or conduct their business in such a manner as to not interfere with UMC's normal operations and comply with institutional and federal requirements regarding safety and the confidentiality of information. Vendor will adhere to all applicable UMC policies and procedures, and will abide by federal and state laws, regulations, and standards of practice. Information to specific UMC Department policies, procedures, and regulatory agency responsibilities can be found in the Attachments associated with this policy.

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

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

#### **SCOPE:**

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

#### **PRIOR TO FIRST VISIT:**

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

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

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

## **REGISTRATION:**

Vendors will be classified into 1 to 22 categories based on the Vendor's access to patient areas, clinical/non-clinical services being provided, supplies, products and/or product offerings. There are certification requirements specific to each category. Regardless of a Vendor's ultimate classification, all Vendors must acknowledge and abide by the following principles to conduct business with or at UMC.

- i. Conflict of Interest. Vendors must provide a full disclosure about any conflicts or interests that exist.
- ii. Corporate Compliance. Vendor acknowledges and abides by UMC's Corporate Compliance Program, agrees to disseminate information about the Corporate Compliance Program to its employees, and require that its employees abide by the same.
- iii. HIPAA. The discussion, release, or use of any patient-related information or other personally identifiable confidential information that is viewed or overheard must only be used in compliance with patient privacy laws.
- iv. Confidential business or Other Proprietary Information. Any information generated in connection with UMC's health operations must not be accessed, downloaded, discussed, used, or disclosed for any purpose other than to conduct business with, or in furtherance of Vendor's business purposes at UMC.
- v. Conduct & Interactions with UMC Staff. Vendors understand and agree that:
  - a. Conversations with staff in patient care areas should be professional and case-related only.
  - b. Patient education materials must be evaluated by UMC's Director, Nursing Practice, Clinical Education & Research and/or Human Resources prior to their use.
  - c. Guidelines for providing gifts, meals, and education to UMC's staff must be followed.
  - d. Procedure rooms may be entered only at the request of, and as directed by, the physician(s). While in the procedure room, Vendors may not touch any equipment, carts, or sterile equipment. And, Vendors must follow the instructions of the Circulating Nurse at all times.

## **CREDENTIALING/COMPETENCY:**

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

Information relating to credentialing and authorized Vendors is available via the approved 3<sup>rd</sup> Party Vendor Credentialing Agencies web site. Online access will be made available to all Patient Service Leaders and their designees upon request to Materials Management.

## **POST REGISTRATION ACCESS:**

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

- a. Pharmaceutical Representatives: Department of Pharmacy
  - b. Engineering / Facilities Representative: Department of Plant Management/Operations
  - c. Surgical Services Representative: Department of Surgical Services
  - d. Clinical Engineering Representatives: Department of Clinical Engineering
  - e. Case Management
  - f. Social Services
  - g. Radiology
  - h. Ambulatory Care Services
  - i. Information Technologies
  - j. All other Representatives: Department of Materials Management
1. Unless otherwise expressly permitted by the affected Department Manager, it is strongly recommended and encouraged that Vendors are seen by appointment only.
  2. Temporary badges are not issued at this time.
  3. Volunteers must complete a Volunteer Request Form and be processed by Human Resources.

## **EDUCATIONAL PROGRAMS:**

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

## **INFORMED CONSENT:**

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

## **CROSS REFERENCES:**

### ***Administrative Policies:***

- Temporary Staffing / Third-party Equipment (I-66)
- Patient/Visitor/employee Parking (III-3)
- Ethical Standards (Article XV)
- Conflicts of Interest (I-1.2.C)
- Government Inquiries and Investigations (VI-3)
- Loaned/Consigned Instrument Trays (SPD 107)
- Medical Device Tracking; Guidance for Industry and FDA Staff (January 25, 2010)

***Attachments:***

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

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

**VENDOR ACCESS LEVEL DEFINITIONS REQUIRED VENDOR  
DOCUMENTATION**

**1. Sales Representatives with access to OR**

- a. Vaccination & Medical Credentials Required
  - i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. Seasonal Flu Vaccine
  - iv. MMR – Measles, Mumps and Rubella
  - v. Tdap – Tetanus/Diphtheria/Pertussis
  - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. O.R. Protocol Training
  - ii. Evidence of Employer Product/Service Competency
  - iii. UMC Confidentiality Statement
  - iv. UMC HIPAA Training
  - v. UMC Aseptic Techniques Training
  - vi. UMC Bloodborne Pathogens Training (NEO)
  - vii. UMC Fire Safety (NEO)
    - viii. UMC Electrical Safety (NEO)
  - ix. UMC Non-Employee Orientation
- d. Background Check Credentials Required
  - i. Criminal Background Check
  - ii. Excluded Parties List System Check (EPLS)
  - iii. Office of Inspector General Check (OIG)
  - iv. Proof of Drug Screen (10 Panel)

**2. Vendor Rep with access to Invasive Labs**

- a. Vaccination & Medical Credentials Required

- i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. Seasonal Flu Vaccine
  - iv. MMR – Measles, Mumps and Rubella
  - v. Tdap – Tetanus/Diphtheria/Pertussis
  - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. O.R. Protocol Training
  - ii. Evidence of Employer Product/Service Competency
  - iii. UMC Confidentiality Statement
  - iv. UMC HIPAA Training
  - v. UMC Aseptic Techniques Training
  - vi. UMC Bloodborne Pathogens Training (NEO)
  - vii. UMC Fire Safety (NEO)
  - viii. UMC Electrical Safety (NEO)
  - ix. UMC Non-Employee Orientation
- d. Background Check Credentials Required
  - i. Criminal Background Check
  - ii. Excluded Parties List System Check (EPLS)
  - iii. Office of Inspector General Check (OIG)
  - iv. Proof of Drug Screen (10 Panel)

#### **4. Vendor Representative with access to Patient Care Areas/Patient Care Labs**

- a. Vaccination & Medical Credentials Required
  - i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. Seasonal Flu Vaccine
  - iv. MMR – Measles, Mumps and Rubella
  - v. Tdap – Tetanus/Diphtheria/Pertussis
  - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. Evidence of Employer Product/Service Competency

- ii. UMC Confidentiality Statement
- iii. UMC HIPAA Training
- iv. UMC Aseptic Techniques Training
- v. UMC Bloodborne Pathogens Training (NEO)
- vi. UMC Fire Safety (NEO)
- vii. UMC Electrical Safety (NEO)
- viii. UMC Non-Employee Orientation

d. Background Check Credentials Required

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

**5. Vendor Representative with access to Administration Offices / Purchasing / Information Technologies**

- a. RepTrax Base Account

**6. Vendor Representative with access to Laboratories**

- a. RepTrax Base Account

**7. Service Tech/Manage with access to Lab Admin Offices**

- a. RepTrax Base Account

**8. Service Tech/Manager with access to Admin Office/Purchasing**

- a. RepTrax Base Account

**9. Delivery Person with access to Hospital**

- a. RepTrax Base Account

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

a. Vaccination & Medical Credentials Required

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

b. Insurance & Legal Credentials Required

- i. Proof of Employer General Liability Coverage

c. Certification & Training Credentials Required

- i. American Association of Tissue Banks Certification
  - ii. Tissue/Bone Rep FDA Registration/Approval
  - iii. Evidence of Employer Product/Service Competency
  - iv. UMC Confidentiality Statement
  - v. UMC HIPAA Training
  - vi. UMC Aseptic Techniques Training
  - vii. UMC Bloodborne Pathogens Training (NEO)
    - viii. UMC Fire Safety (NEO)
  - ix. UMC Electrical Safety (NEO)
  - x. UMC Non-Employee Orientation
- d. Background Check Credentials Required
- i. Criminal Background Check
  - ii. Excluded Parties List System Check (EPLS)
  - iii. Office of Inspector General Check (OIG)
  - iv. Proof of Drug Screen (10 Panel)

**11. Pharmaceutical Rep/Manager with access to Hospital (Meeting Generator Required)**

- a. Vaccination & Medical Credentials Required
- i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. Seasonal Flu Vaccine (Declination Available)
  - iv. MMR – Measles, Mumps and Rubella
  - v. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
- i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
- i. Evidence of Employer Product/Service Competency
  - ii. UMC Confidentiality Statement
  - iii. UMC HIPAA Training
  - iv. UMC Aseptic Techniques Training
  - v. UMC Bloodborne Pathogens Training (NEO)
  - vi. UMC Fire Safety (NEO)
  - vii. UMC Electrical Safety (NEO)
    - viii. UMC Non-Employee Orientation
- d. Background Check Credentials Required
- i. Criminal Background Check
  - ii. Excluded Parties List System Check (EPLS)
  - iii. Office of Inspector General Check (OIG)

- iv. Proof of Drug Screen (10 Panel)

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

- a. Vaccination & Medical Credentials Required
  - i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. Seasonal Flu Vaccine (Declination Available)
  - iv. MMR – Measles, Mumps and Rubella
  - v. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. O.R. Protocol Training
  - ii. Evidence of Employer Product/Service Competency
  - iii. UMC Confidentiality Statement
  - iv. UMC HIPAA Training
  - v. UMC Aseptic Techniques Training
  - vi. UMC Bloodborne Pathogens Training (NEO)
  - vii. UMC Fire Safety (NEO)
    - viii. UMC Electrical Safety (NEO)
  - ix. UMC Non-Employee Orientation
- d. Background Check Credentials Required
  - i. Criminal Background Check
  - ii. Excluded Parties List System Check (EPLS)
  - iii. Office of Inspector General Check (OIG)
  - iv. Proof of Drug Screen (10 Panel)

**Facilities Management with access to Hospital (May require additional training based on project scope)**

- e. RepTrax Base Account

**13. Service Technician/Manager with access to OR**

- a. Vaccination & Medical Credentials Required
  - i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. Seasonal Flu Vaccine (Declination Available)
  - iv. MMR – Measles, Mumps and Rubella
  - v. Tdap – Tetanus/Diphtheria/Pertussis

- vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. O.R. Protocol Training
  - ii. Evidence of Employer Product/Service Competency
  - iii. UMC Confidentiality Statement
  - iv. UMC HIPAA Training
  - v. UMC Aseptic Techniques Training
  - vi. UMC Bloodborne Pathogens Training (NEO)
  - vii. UMC Fire Safety (NEO)
    - viii. UMC Electrical Safety (NEO)
  - ix. UMC Non-Employee Orientation
- d. Background Check Credentials Required
  - i. Criminal Background Check
  - ii. Excluded Parties List System (EPLS) Check
  - iii. Office of Inspector General (OIG) Check
  - iv. Proof of Drug Screen (10 Panel)

**14. Service Tech/Manager with access to Invasive Labs**

- a. Vaccination & Medical Credentials Required
  - i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. Seasonal Flu Vaccine
  - iv. MMR – Measles, Mumps and Rubella
  - v. Tdap – Tetanus/Diphtheria/Pertussis
  - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. O.R. Protocol Training
  - ii. Evidence of Employer Product/Service Competency
  - iii. UMC Confidentiality Statement
  - iv. UMC HIPAA Training
  - v. UMC Aseptic Techniques Training
  - vi. UMC Bloodborne Pathogens Training (NEO)
  - vii. UMC Fire Safety (NEO)
    - viii. UMC Electrical Safety (NEO)

ix. UMC Non-Employee Orientation

d. Background Check Credentials Required

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

**15. Service Tech/Manager with access to Patient Care Areas/Patient Care Labs**

a. Vaccination & Medical Credentials Required

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

b. Insurance & Legal Credentials Required

- i. Proof of Employer General Liability Coverage

c. Certification & Training Credentials Required

- i. O.R. Protocol Training
- ii. Evidence of Employer Product/Service Competency
- iii. UMC Confidentiality Statement
- iv. UMC HIPAA Training
- v. UMC Aseptic Techniques Training
- vi. UMC Bloodborne Pathogens Training (NEO)
- vii. UMC Fire Safety (NEO)
- viii. UMC Electrical Safety (NEO)
- ix. UMC Non-Employee Orientation

d. Background Check Credentials Required

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

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

a. RepTrax Base Account

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

- a. RepTrax Base Account
- 18. Facility Management with access to General Hospital Grounds**
- a. RepTrax Base Account
- 19. Clinical Contract Provider with access to OR/Patient Care Areas**
- a. Vaccination & Medical Credentials Required
    - i. Chicken Pox
    - ii. Hepatitis B (Declination Available)
    - iii. Seasonal Flu Vaccine (Declination Available)
    - iv. MMR – Measles, Mumps and Rubella
    - v. Tdap – Tetanus/Diphtheria/Pertussis
    - vi. TB – Tuberculosis (2-Step Process)
  - b. Insurance & Legal Credentials Required
    - i. Proof of Employer General Liability Coverage
  - c. Certification & Training Credentials Required
    - i. O.R. Protocol Training
    - ii. Evidence of Employer Product/Service Competency
    - iii. UMC Confidentiality Statement
    - iv. UMC HIPAA Training
    - v. UMC Aseptic Techniques Training
    - vi. UMC Bloodborne Pathogens Training (NEO)
    - vii. UMC Fire Safety (NEO)
      - viii. UMC Electrical Safety (NEO)
    - ix. UMC Non-Employee Orientation
  - d. Background Check Credentials Required
    - i. Criminal Background Check
    - ii. Excluded Parties List System Check (EPLS)
    - iii. Office of Inspector General Check (OIG)
      - Proof of Drug Screen (10 Panel)
- 20. Durable Medical Equipment Provider with access to Patient Care Areas**
- a. Vaccination & Medical Credentials Required
    - i. Chicken Pox
    - ii. Hepatitis B (Declination Available)
    - iii. Seasonal Flu Vaccine
    - iv. MMR – Measles, Mumps and Rubella
    - v. Tdap – Tetanus/Diphtheria/Pertussis

- vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. O.R. Protocol Training
  - ii. Evidence of Employer Product/Service Competency
  - iii. UMC Confidentiality Statement
  - iv. UMC HIPAA Training
  - v. UMC Aseptic Techniques Training
  - vi. UMC Bloodborne Pathogens Training (NEO)
  - vii. UMC Fire Safety (NEO)
    - viii. UMC Electrical Safety (NEO)
  - ix. UMC Non-Employee Orientation
- d. Background Check Credentials Required
  - i. Criminal Background Check
  - ii. Excluded Parties List System Check (EPLS)
  - iii. Office of Inspector General Check (OIG)
  - iv. Proof of Drug Screen (10 Panel)

**21. Post Acute Care Provider with access to Patient Care Areas**

- a. Vaccination & Medical Credentials Required
  - i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. Seasonal Flu Vaccine
  - iv. MMR – Measles, Mumps and Rubella
  - v. Tdap – Tetanus/Diphtheria/Pertussis
  - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. O.R. Protocol Training
  - ii. Evidence of Employer Product/Service Competency
  - iii. UMC Confidentiality Statement
  - iv. UMC HIPAA Training
  - v. UMC Aseptic Techniques Training
  - vi. UMC Bloodborne Pathogens Training (NEO)
  - vii. UMC Fire Safety (NEO)

- viii. UMC Electrical Safety (NEO)
  - ix. UMC Non-Employee Orientation
- d. Background Check Credentials Required
  - i. Criminal Background Check
  - ii. Excluded Parties List System Check (EPLS)
  - iii. Office of Inspector General Check (OIG)
  - iv. Proof of Drug Screen (10 Panel)

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

- a. Vaccination & Medical Credentials Required
  - i. Chicken Pox
  - ii. Hepatitis B (Declination Available)
  - iii. MMR – Measles, Mumps and Rubella
  - iv. Tdap – Tetanus/Diphtheria/Pertussis
  - v. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
  - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
  - i. Evidence of Employer Product/Service Competency
  - ii. UMC Confidentiality Statement
  - iii. UMC HIPAA Training
  - iv. UMC Aseptic Techniques Training
  - v. UMC Bloodborne Pathogens Training (NEO)
  - vi. UMC Fire Safety (NEO)
  - vii. UMC Electrical Safety (NEO)
    - viii. UMC Non-Employee Orientation
- d. Background Check Credentials Required
  - i. Criminal Background Check
  - ii. Excluded Parties List System Check (EPLS)
  - iii. Office of Inspector General Check (OIG)
  - iv. Proof of Drug Screen (10 Panel)

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

DEPARTMENTAL SPECIFIC REQUIREMENTS

**SURGICAL SERVICES**

**Criteria for Implants, Devices or Procedures**

**PURPOSE:**

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

**POLICY:**

1. The Vendor or Vendor's office is to contact the UMC Surgery department as soon as possible, but at least three (3) working days prior to any scheduled surgical case or procedure involving a patient. Should the Vendor be required in the room, have product that is not routine for UMC use during the case or procedure, the Vendor / Physicians scheduler is to notify the UMC scheduler at this time. Hospital department (OR Scheduling) will complete the Implant, Device or Procedure form and send to Managed Care office.
2. Managed Care Staff will review the Vendor's request in order to evaluate UMC's capability to both provide the service and ensure appropriate payment sources. Managed Care will contact the Surgical Scheduling Department prior to the procedure with payment information and consent to treat. Should the case be postponed, the Surgical Scheduling department will notify the physician's office that is scheduling the case; the Vendor will be notified by the Surgical Departments Materials department.
3. Once approved all loaned instruments/sets or implants, must be received by Sterile Processing at least 8 hours prior to the start time of the scheduled surgery. Emergent deliveries will be handled on a case-by-case basis through Sterile Processing and the OR Charge Nurse. On arrival all loaned instruments/sets will be considered contaminated whether received wrapped and sterilized from another facility or delivered unwrapped, and must undergo cleaning and sterilization on campus at UMC. Prior to arrival it is the responsibility of the manufacturer's representative to inspect instruments for damage and insure they are free of all visible bioburden.
4. The Vendor will complete necessary implant documentation furnished by UMC (Universal Packing List) at the conclusion of the case for products that were brought directly to the procedural area by the Vendor and are expecting to be reimbursed for by UMC. This will include the following but not limited to (available by sticker or hand written). These requirements are necessary and required by the FDA:
  1. Lot numbers for implanted items
  2. Model numbers for implanted items
  3. Serial numbers for implanted items
  4. Expiration dates for implanted items that are manufacturer sterilized
5. Vendor leave an invoice/shipping document referencing the case (not leaving requested paperwork

will delay processing / payment). Processing of paperwork and approvals, prior to issuance of a Purchase Order from Materials Management is usually a three to four (3-4) day turnaround. UMC Department Materials Management team will handle product that has been ordered in advance or is part of UMC inventory for patient charging and replenishment.

6. In the event that UMC identifies any billing or procedural irregularities with Vendors documentation and or product, it is the discretion of UMC to suspend vendor from any of the UMC campuses/facilities. Upon investigation, if it is found that the billing or procedural irregularities warrant further action, vendor may be permanently barred from selling said products to UMC and its affiliates.

**Please Note:**

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

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

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

In both instances: when access is denied by 3rd Party System, Security, and Administrator on Duty along with departmental Charge Nurse(s) will validate the appropriateness for Vendor access. Security will document in Vendors portfolio the conditions of the access for further action by System Administrator.

**New Technology Approval**

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

- Anesthesia Committee
- Surgical Services Value Analysis Team
- Nursing Value Analysis Team
- Operations Value Analysis Team
- Medication Safety Evaluation Committee and Therapeutic Committee
- Other Committees involvement as pertinent to product and it's utilization

Vendor is responsible to utilize the Supply Chain / Value Analysis documentation that can be obtained via the Materials Management Department, VAT Coordinator, for product review submission.

No new technology or products associated with a procedure may be used without the approval of the VAT; the VAT must approve any routine medical or surgical products for use. Pending the appropriate committee approval, the VAT can allow case-by-case approval for product utilization. Documentation can be obtained for "Fast Track" through the Materials Management Department at UMC.

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

***Appropriate Training***

1. Appropriate training must be provided to personnel in the area where the evaluation takes place. The new technology form must be completed and signed, and approved by VAC. Contact with Clinical Education will be necessary for access to appropriate staffs for training.
2. An approved and credentialed Vendor must do scheduling and conduct in-service training. This can be accomplished by accessing utilizing UMC's 3<sup>rd</sup> Party Vendor Credentialing Service.
3. Supplies and equipment are never left for evaluation or sample purposes without specific permission of the Value Analysis Facilitator and Cost Center Department Director/Manager. Before any piece of patient related or laboratory equipment is purchased, leased, loaned or accepted as a donation, it must be evaluated by UMC's Clinical Engineering Department and written permission must be granted by the Hospital Administration for final approval. A no charge purchase order will be issued once all criteria have been met. As per Hospital safety requirements, no equipment is to be used without safety inspection and evidence of preventative maintenance.

**Surgical Services / Procedural Areas:**

1. All Vendors must see "Front Desk" (Surgical Services), "Control Desk" (Cath Lab & Special Procedures), "Main Reception" (Labor and Delivery) to sign Vendor Log once signed in with Kiosk and 3<sup>rd</sup> Party Vendor Credentialing System approval.
2. Vendors must change into hospital provided scrub uniforms before entering ANY Procedural Area. Those Vendors that insist to not conform will be escorted out of the area and the facility pending review for future access.
  - a. This is to include but not limited to:
    - i. Facility-issued scrub shirt
    - ii. Facility-issued scrub pant
    - iii. Disposable head covering (not to be worn outside of the surgical/procedural area)
    - iv. Mask, when and where required (not to be worn outside of the surgical/procedural area)
    - v. Shoe coverings (not to be worn outside of the surgical/procedural area)
3. Vendors do not "scrub-in" and do not participate directly in any procedure or procedural preparation of the patient, including providing assistance when asked to by a surgeon, anesthesiologist, physician or any clinical staff.
4. Vendors may not open sterile products, instruments, instrument sets, or adjust equipment including providing assistance when asked to by a surgeon, anesthesiologist, physicians, or any clinical staff.
5. Vendors will not retrieve products other than those that they have brought with them for a specified procedure.

6. Vendors will remain outside of the surgical/procedural suite until the patient is prepped and draped for the procedure. It is the nurse/technician's responsibility to call for the vendor at the appropriate time.
7. Upon completion of the procedure, Vendor shall discard the used scrub uniform, and any other Personal Protective Equipment appropriately and safely

## **RADIOLOGICAL SERVICES**

1. Vendors are responsible to train their staff in radiation safety and supply dosimetry badges to their employees in the event that they enter any area such that the dose limits outlined in the NRS and NAC regulations could be met.
2. Protective equipment must be worn at all times as indicated in Radiological safety precautions Policy and Procedures
  - a. UMC will provide necessary protective aprons and must be worn when policy indicates.

## **CLINICAL ENGINEERING**

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

## **HUMAN RESOURCES**

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

## **PHARMACY SERVICES**

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

1. Individuals will be seen by pre-approved appointment only, utilization of UMC 3<sup>rd</sup> Party Credentialing process is necessary to gain access. (Online Meeting Generator)
2. If you are booking an appointment with non-pharmacy personnel, this meeting must take place in non-patient care areas and in an area that does not require travel in a patient care hallway or area. Suggestions are: off campus offices or offices not in a patient care zone; cafeteria; conference or meeting rooms not in a patient care zone; medical school offices, etc...
3. Pharmacy will not provide badges for non-Pharmacy appointments, as we are unable to supervise or

take responsibility for ensuring confidentiality. If you are here under the authority or request of the Pharmacy Department, you will ensure that you are properly badged and/or obtain patient consent, as required.

4. UMC will be enforcing these regulations. Individuals who are found to be in violation of these guidelines will be referred to Public Safety and may be escorted off UMC property.

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

- Information Technologies
- Health Information Management
- Nursing Administration
- Food and Nutritional Services
- Materials Management
- Laboratory Services
- Plant Operations
- Clinical Engineering
- Social Services
- Case Management
- Environmental Services (Housekeeping)

## **INSTITUTIONAL REVIEW BOARD (IRB)**

### ***Application and Approval Responsibilities***

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

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

*STATEMENT OF AGREEMENT*

1. I agree and acknowledge that I will be under the supervision and direction of the UMC personnel including the Charge Nurse/Physician at all times. I will abide by and comply with all the UMC policies & guidelines / directives as written.
2. I have read and agreed to comply with University Medical Center's Policy and Procedure entitled "Roles, Responsibilities and Credentialing; Vendors". Failure to comply with UMC requirements is subject to loss of Business privileges at UMC. UMC reserves the right to restrict any representative and the company they represent from UMC property.
3. I agree and acknowledge that I am visiting UMC at my own risk and release UMC from any liability or claims related to my presence here. I further agree to indemnify UMC from and all claims related to my presence.
4. I understand that I am to consider all information regarding patient care and welfare, including the presence of the patient in the hospital, as privileged and confidential information. I acknowledge that I do not have access to Protected Health Information (PHI) unless a business contract specifically delineates such access or patient authorization has been obtained.
5. I commit to protecting the privacy of the patients of University Medical Center and will not divulge, release or share information, which is confidential, with any individual.
6. At the time of executing this Agreement, I declare that I am free of any infectious diseases and have no symptoms or concerns, which could be of an infectious nature. I understand that when entering University Medical Center that I must be free of any infectious diseases and I agree that I will not enter if I have any symptoms or concerns, which may be of an infectious nature.
7. I understand I must complete the online orientation process through UMC 3<sup>rd</sup> Party Credentialing Program prior to obtaining access to the UMC facilities.

\_\_\_\_\_  
Vendor/Sales Representative (Name)

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

## EXHIBIT H

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 31<sup>st</sup>. 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.
    - 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.
    - 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.
    - Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies and skills.
    - Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's HR department.
    - The competency assessment will include a competency checklist for each Allied Health provider position, which at a minimum addresses the individual's:
      - a. Knowledge and ability required to perform the written job description;
      - b. Ability to effectively and safely use equipment;
      - c. Knowledge of infection control procedures;
      - d. Knowledge of patient age-specific needs;
      - e. Knowledge of safety procedures; and
      - f. 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 I

### 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.