

University Medical Center of Southern Nevada

CONFIRMATION FORM for RECEIPT OF RFP NO. 2020-09 UNDERPAYMENT RECOVERY SERVICES

If you are interested in this invitation, immediately upon receipt please email this Confirmation Form to the information provided at the bottom of this page.

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2020-09

DESCRIPTION: UNDERPAYMENT RECOVERY SERVICES

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name & Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

EMAIL THIS CONFIRMATION FORM TO: tiffany.perry@umcsn.com

TYPE or PRINT CLEARLY

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2020-09
UNDERPAYMENT RECOVERY SERVICES

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2020-09
UNDERPAYMENT RECOVERY SERVICES

University Medical Center of Southern Nevada (UMC) is soliciting proposals from qualified vendors to provide underpayment recovery services.

The RFP package is available as follows:

- Pick up – University Medical Center, Delta Point Building, 901 Rancho Lane, 2nd Floor, Suite 265, Las Vegas, Nevada 89106. Attn: Tiffany Perry, Contracts Management.
- By Electronic Mail or Mail – Please email a request to Contracts Management at tiffany.perry@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) 207-8868.
- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on “Current Opportunities”, scroll to the bottom for UMC’s Opportunities and locate the 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, **May 1, 2020 at 2:00:00 p.m.**, based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt. Proposals time-stamped after 2:00:00 p.m. will be recorded as late, remain unopened, and be formally rejected.

PUBLISHED:
Las Vegas Review Journal
March 29, 2020

GENERAL CONDITIONS
RFP NO. 2020-09
UNDERPAYMENT RECOVERY SERVICES

1. TERMS

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

2. INTENT

OWNER is soliciting proposals for Underpayment Recovery Services.

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450. UMC is a 541 bed hospital, currently operating a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center, an active Cardiology Program, Organ Transplant Program, Burn Care Center and a Level 3 Intensive Care Nursery. In addition, UMC operates nine (9) Quick Care facilities and eight (8) Primary Care facilities.

Purpose

See **Exhibit A**.

Expectations of Business Partner

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

4. DESIGNATED CONTACT

OWNER's representative will be Tiffany Perry, Contracts Management. All questions regarding this RFP, including the selection process, must be directed to Tiffany Perry at telephone number (702) 207-8868, or email tiffany.perry@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the GB or between a PROPOSER and a non-designated OWNER contact regarding the selection of a proponent or award of this Agreement is prohibited from the time the RFP is advertised until the Agreement is awarded by OWNER's governing body or authorized representative. 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.

PROPOSERS are prohibited from inquiring with OWNER's Designated Contact and with any non-designated OWNER contact on the status of the RFP evaluation process after the RFP response due date. The evaluation period is considered confidential in nature. All PROPOSERS who submitted a proposal will be notified in writing by OWNER's Designated Contact of the PROPOSER selected for this RFP via a Notification of Intent to Award.

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	March 29, 2020
Final Date to Submit Questions (2:00 p.m. PST)	April 7, 2020
Last Day for Addendums	April 10, 2020
RFP Responses Due (2:00 p.m. PST)	May 1, 2020 (Friday)
RFP Evaluations	May 2020
Finalists Selection	May 2020/June 2020
Finalists Oral Presentations (if required)	May 2020/June 2020
Final Selection & Agreement Negotiations	May 2020/June 2020
Award & Approval of the Final Agreement	June 2020/July 2020

As a reminder, dates herein are tentative and may change. **OWNER reserves the right to revise this schedule. If any revisions are made, they will be posted as an addendum to this RFP. In the event there is a conflict**

between the advertisement, the Clark County posting, and the RFP document, the RFP document shall prevail.

For PROPOSERS selected to participate in the Oral Presentation phase, please take note that this is tentatively scheduled on the 3rd week of April 2020. Such participants may only be given at least a week to prepare, this includes but are not limited to, booking your airfare, hotel and car rental.

7. METHOD OF EVALUATION AND AWARD

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

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

Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the Agreement. Based upon this process, OWNER will then negotiate the final Agreement(s) with PROPOSER and present the Agreement(s) to the GB for approval. A copy of the OWNER's standard Service Agreement is attached hereto and incorporated by reference herein as **Exhibit B**. Note that the standard terms and conditions listed in the OWNER's Service Agreement is **NON-NEGOTIABLE**. However, OWNER, at its discretion, may add additional applicable terms and conditions in the Service Agreement if deemed necessary for the service to be provided.

Should the awarded PROPOSER either (A) fail to perform its contractual obligations per the Agreement; and/or (B) its Agreement was terminated for any reason, OWNER reserves the right to terminate an existing contract and award the contract to either the next top PROPOSER or next top two (2) PROPOSERS. A presentation may be requested from the next top PROPOSER(S) at OWNER's discretion and negotiate fair market value compensation for the services. Any PROPOSER assuming an existing contract, where the original PROPOSER's contract was terminated due to any of the reasons above, will only execute the remaining Term of the Agreement.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages (not counting attached Exhibits and Attachments). Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by Evaluation Criteria Section to correspond with the evaluation criteria requested in Section 21. 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 five (5) copies of their proposal. The name of PROPOSER's firm shall be indicated on the cover of each proposal. **Additionally, PROPOSER shall submit one (1) electronic copy in PDF or MS Word format on a CD (Please do NOT submit a flash/thumb drive).**

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

The following are detailed delivery/ mailing instructions for proposals:

Hand Delivery
University Medical Center
Delta Point Building
Attn: Contracts Management
901 Rancho Lane, 2nd Floor,
Suite 265
Las Vegas, Nevada 89106

RFP No. 2020-09
Underpayment Recovery
Services

U.S. Mail Delivery
University Medical Center
Attn: Contracts Management
1800 West Charleston Blvd.
Las Vegas, Nevada 89102

RFP No. 2020-09
Underpayment Recovery
Services

Express Delivery
University Medical Center
Delta Point Building
Attn: Contracts Management
901 Rancho Lane, 2nd Floor,
Suite 265
Las Vegas, Nevada 89106

RFP No. 2020-09
Underpayment Recovery
Services

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

submitted proposals.

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

9. WITHDRAWAL OF PROPOSAL

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

No proposal may be withdrawn for a period of 180 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after 180 calendar days.

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written Addendum will be provided to all PROPOSERS 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 PROPOSERS 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. In addition, a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the Agreement is awarded by OWNER's governing body or authorized representative. PROPOSERS 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. PROPOSERS shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and an Agreement written without reference to any proprietary information.

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and an Agreement written without reference to any confidential or proprietary information. PROPOSER 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 PROPOSERS and prospective PROPOSERS 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. PROHIBITION AGAINST ISRAEL BOYCOTT

In accordance with Nevada Revised Statute 332.065, successful PROPOSER certifies that it has not refused to deal or

to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel.

18. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

A. Clark County Business License is Required if:

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

B. Register as a Limited Vendor Business Registration if:

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

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813.

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

19. PROTESTS

Any PROPOSER who submits a proposal may file a written protest regarding the award of a contract with the OWNER or its authorized representative within five (5) business days after the recommendation to award a contract is issued by the OWNER or its authorized representative. The protest must include a written statement setting forth the specific reasons the PROPOSER submitting the protest believes the applicable provisions of the law were violated. The PROPOSER filing the protest may be required, at the time the protest is filed, to post a bond with a good and solvent surety authorized to do business in this State, or submit other security, defined as a cashier's check, money order or certified check, to the OWNER or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

- A. 25% of the total value of the response submitted by the PROPOSER filing the protest; or
- B. \$250,000.

The protest filed in accordance with these provisions operates as a stay of action in relation to the award of this contract until a determination is made by the governing body or its authorized representative on the protest.

An unsuccessful PROPOSER who submitted a protest may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.

Neither the governing body nor the authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a PROPOSER who submits a response, whether or not the person files the notice of protest pursuant to this Section.

If the protest is upheld, the bond posted or other security submitted with the protest must be returned to the PROPOSER who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the PROPOSER who posted the bond or submitted the security.

20. CONTRACT

A copy of OWNER's standard Service Agreement is attached for your review as **Exhibit B**. OWNER's terms and conditions shall govern. Any proposed modifications to the terms and conditions of the standard Service Agreement **will not be accepted** and are subject to final review and approval by the Office of the General Counsel. A PROPOSER(S) inability to comply with, or exceptions and modifications to, the terms and conditions will disqualify PROPOSER(S) from further consideration. In addition, OWNER may add additional applicable terms and conditions in the Service Agreement, if deemed necessary for the service to be provided.

OWNER's Business Associate Agreement (**Exhibit H**) will also be required to be executed by the successful PROPOSER. Any proposed modifications to the terms and conditions of the Business Associate Agreement **will not be accepted**.

The final Agreement will require approval by the UMC Governing Board.

21. 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 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 email 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.
3. Describe your organization's history and structure including partner companies and subsidiary relationships.
4. 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.
5. PROPOSER may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
6. List all firm demographics including:
 - a. Total number of employees;
 - b. Total number of women employed;
 - c. Total number of minorities employed; and
 - d. Total number of bilingual employees; indicate language(s) spoken.
7. Successful PROPOSER, upon request of OWNER, will submit a copy of its Certificate of Insurance and Endorsement Page listing OWNER as Additional Insured as included in **Exhibit C**.
8. If applicable, PROPOSER will complete and submit the attached Subcontractor Information form with its proposal as included in **Exhibit D**.
9. PROPOSER will complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit E**.
10. PROPOSER will complete and submit the attached Representations and Certifications form with its proposal as included in **Exhibit F**.

11. PROPOSER will complete and submit the attached Vendor/Supplier Self-Identification form with its proposal as included in **Exhibit G**.
12. Successful PROPOSER will be required to complete and submit the attached Business Associate Agreement as included in **Exhibit H**.
13. PROPOSER must review the attached UMC Information Technology Requirements for Technology Implementations as included in **Exhibit I**.

C. Executive Summary

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

D. Experience

1. Discuss your existing or previous experience providing Underpayment Recovery services.
 - a. List all states PROPOSER is eligible to complete enrollment, billing and insurance collections services.
 - b. Describe PROPOSER's experience with contract review and analysis.
 - c. Provide information relating to PROPOSER's denial overturn rate.
2. Include a brief resume of all similar projects your firm has performed for the past 3-5 years, comparable to OWNER's size and complexity. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This Section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the state of Nevada.
3. List all of organization's certifications, licenses and/or professional or healthcare industry associations PROPOSER is a member of.
4. Provide a brief narrative outlining PROPOSER's general recovery process, including how PROPOSER will successfully achieve recovery targets.
5. Detail your PROPOSER's experience working with other large Medical Centers and/or Healthcare Systems.
6. Describe the best practices that your company has implemented to improve collections.
7. Provide a list of five (5) client references, preferably of similar size and complexity of OWNER; two (2) of which must be located in Nevada or similar market to Las Vegas. Include company name, key contact(s) name, contact phone number and contact email address. The references may be from current or prior clients. The references will be used as a basis for inquiry concerning PROPOSER's quality of service.

E. Staff Qualifications and Availability

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

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

F. Proposed Solution

1. Provide information concerning the solution you are proposing and how your solution would meet the requirements in **Exhibit A**.
 - a. Describe PROPOSER's underpayment recovery service program in detail.
 - i. Discuss in detail PROPOSER's underpayment management recovery process.
 - ii. Does PROPOSER plan to utilize any subcontractors for this project? If so, please identify each

subcontractor and the portions of work that they will be providing. Also, include each subcontractor's qualifications and experience with such work.

- b. Provide information relating to the turn-around-time (TAT) from placement of accounts to reimbursement to OWNER.
 - c. Detail the task responsibilities and distinguish between PROPOSER and OWNER.
 - d. Provide a detailed overview of PROPOSER's Quality Control Program.
 - e. List any time saving features and benefits of service.
 - f. List any assumptions.
 - g. List any constraints.
 - h. Please describe the top three (3) features and benefits that distinguish your service and company from those of your competitors, clearly stating why PROPOSER is best suited to this RFP. What unique capabilities does your organization offer? How do you stay ahead of your competition?
2. Customer Service:
- a. Describe PROPOSER's support center (i.e., remote desktop support, phone and email support, etc.).
 - b. Discuss PROPOSER's process when measuring performance, quality of support staff and customer satisfaction. Please provide sample reports.
 - c. Describe any support services that PROPOSER provides on a regular basis to clients. This may include, but is not be limited to: information support, news and industry updates, publications and seminars. Indicate if the described services provided are fee based or free of charge.
 - d. Discuss implementation and any initial training and/or ongoing training that will be utilized. The plan must cover the period from award through post implementation.
 - e. Discuss PROPOSER's process for providing feedback and education back to OWNER.

G. Information Technology

1. Describe PROPOSER's software functionality in detail including configuration requirements/conversion timeline and support, to support underpayment recovery and account resolution processes.
2. Indicate any future plans on software enhancements.
3. Identify any third party entities that will be responsible for software support.
4. Discuss PROPOSER's experience with claim submissions, resubmissions and appeals for large medical facilities.
5. Provide the down-time schedule of your software system for the following periods:
 - a. Daily
 - b. Weekly
 - c. Monthly

H. Document Samples and Reporting

1. Provide examples of the following reports:
 - a. Account detail and status report (Monthly)
 - b. Detailed Bill report (Monthly)
 - c. Performance reports (Monthly)
 - d. Inventory report (Monthly)
2. Provide samples of the documentation formats that will be used to complete the project.
3. Attach sample monthly invoice and discuss PROPOSER's invoicing process.
4. PROPOSER may provide samples of any other applicable documentation formats that will be used to manage the service.

I. Fees/Invoices

1. Please provide your all-inclusive price (labor, supplies, equipment, software, etc.) for the below line items which is in accordance with all conditions and specifications in this RFP document. Provide a defined amount; not a price range.

OWNER shall pay PROPOSER _____% of all recoveries from assigned accounts.

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

J. Other

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

**EXHIBIT A
SCOPE OF SERVICES**

Underpayment Recovery Services which include placement of all patient accounts with an insurance balance of zero (\$0.00) that have been paid or denied by: 1) commercial insurance; 2) a contracted payer 3) Workers' Compensation; 4) Managed Medicare; 5) Managed Medicaid; and 6) Out-of-State Medicaid within the United States of America ("Domestic Accounts"). Successful PROPOSER will seek to obtain reimbursement for all UMC's Domestic Accounts with a zero balance through provider enrollment, billing, follow-up and collection activities related to such accounts. The Successful PROPOSER will also staff and manage an offsite billing center to handle billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management. Successful PROPOSER will also employ professionals versed in the various insurance plans and a wide range of health coverage throughout the United States of America to ensure UMC is in compliance and reimbursed properly for these services.

1. Hospital Information:

- a. **Facility Name:** University Medical Center of Southern Nevada (UMC)
- b. **Location:** Las Vegas, NV
 - i. University Medical Center of Southern Nevada
1800 W. Charleston Blvd.
Las Vegas, NV 89102
Bed Size: 497
 - ii. University Medical Center of Southern Nevada – Physicians Services
1800 W. Charleston Blvd.
Las Vegas, NV 89102
- c. **Gross Patient Revenue:**
 - i. UMC: \$ 3,214,598,473
- d. **Net Patient Revenue:**
 - i. UMC: \$649,511,610
- e. **Patient Accounting System:** EPIC
 - i. Daily note files will be required from PROPOSER.
 - 1. PROPOSER must utilize standard EPIC extracts for referrals, updates, transactions, and any other applicable information that needs to be recorded in EPIC. (See **Exhibit J** for Standard EPIC file specifications).
 - ii. PROPOSER must be able to accept an average of 837 transaction files daily.

2. UMC Vendor Requirements:

- a. PROPOSER must have experience working with EPIC; UMC would train a super user in EPIC. PROPOSER would be responsible for training their staff after receiving training from UMC.
- b. PROPOSER must be licensed in the United States of America as a billing and collections agency.
- c. PROPOSER must be able to send and receive emails via Transport Layer Security (TLS) encryption to ensure strict adherence to patient privacy.
- d. PROPOSER must work accounts placed at minimum based on the following:
 - i. Data analysis of zero dollar accounts to identify potential underpayments. UMC will provide PROSPER with zero balance account on an agreed upon interval.
 - ii. Contract rate review established by managed care agreements and State fee schedules to identify potential shortages.
 - 1. If a shortage is identified, PROPOSER will rebill claim or appeal as necessary for additional reimbursement.
 - 2. If an account requires a correction on the claim, PROPOSER will rebill the claim as a reconsideration or appeal as required by the payer.
 - 3. If an account requires an electronic rebill, PROPOSER will submit a request to UMC to submit the rebill as required.
 - 4. If an underpayment is due to missed charges or a coding error, the account will be referred to UMC to audit and correct. Proposer will rebill the corrected claim unless the corrected claim is

- required to be billed electronically. If the rebill is required to be submitted electronically, PROPOSER will submit the request to UMC to complete.
- iii. PROPOSER will follow up and notate accounts submitted for additional reimbursement consistent with UMC's requirements.
 - iv. PROPOSER must send a monthly report identifying trends, underpaid accounts and overall recovery.
 1. Reports must be customizable at no additional cost to UMC.
 - v. UMC will be allowed to recall any account they deem necessary according to a mutually agreed upon process between PROPOSER and UMC.
 - vi. PROPOSER will staff and manage a remote billing center to handle the billing, tracking, follow-up and collection efforts related to the accounts referred to PROPOSER.
 1. Remote team must be made up of professionals versed in Workers' Compensation, various insurance and managed care plans, and a wide range of health coverage to ensure UMC is in compliance with and reimbursed properly for all services rendered by UMC.
 2. PROPOSER will have access to legal professionals versed in insurance plans, and familiar with multiple jurisdictional legal requirements who must be part of the management team.
 3. PROPOSER will be responsible for providing training of all representatives associated with UMC's accounts to include all applicable laws, policies, regulations, and privacy of medical information.
 - vii. PROPOSER will seek to obtain reimbursement for all necessary account applicable claim forms upon receipt of all information necessary to produce a claim and will be responsible for submitting the claim to the various third party entities.
 - viii. PROPOSER must escalate concerns surrounding accounts at least thirty (30) days prior to the date of timely filing.
 - ix. UMC will send placements to PROPOSER which shall include all patient accounts with an insurance balance of zero (\$0.00) that have been paid or denied by insurance.
 1. International, Medicaid Fee for Service, Medicare, and Self Pay accounts will be excluded.
 2. Commercial insurance, contracted payers, Workers' Compensation, Managed Medicare, Managed Medicaid, and Out-of-State Medicaid will be included in this project for all patient types for hospital, primary care, and quick care clinics.
 3. PROPOSER must be able to accept placements transmitted via SFTP.
 - a. After the initial look-back placement (Date Range - TBD), PROPOSER will receive placements from UMC from Date 1 onward. The project will only include accounts from the EPIC system.
 - x. PROPOSER must work all accounts up to the time of stale date per payer's contracted term.
 1. PROPOSER will be provided access to, or copies of current payer contracts, UB-04s, itemized statements, implant invoices, medical record, EOBs, and other pertinent information as deemed necessary by UMC in the performance of this project for recovery of receivables.
 2. As UMC deems necessary in the performance of this project, PROPOSER will be provided access to UMC's patient accounting system to review and update account notes. PROPOSER must comply with HIPAA and UMC's security policies for access to protected information.
 - a. To ensure HIPAA compliance, UMC's accounts will be maintained separately from any other client accounts handled by PROPOSER.
 - xi. PROPOSER will comply with UMC's Vendor Management Office (VMO) and provide any necessary documentation requested by the VMO including but not limited to the following:
 1. PROPOSER must send any requested performance reports at least on a monthly basis.
 2. PROPOSER must provide any account detail and status as requested by VMO.
 3. PROPOSER must grant VMO access to any necessary sites in order fully audit accounts in PROPOSER's inventory.
 - xii. PROPOSER must give weekly updates to the vendor management office (VMO) and UMC leadership team surrounding the top ten (10) highest dollar accounts in their inventory and the status of those claims.
 - xiii. PROPOSER must hold themselves to the standard of UMC when speaking to any and all parties outside of UMC regarding any UMC account.
 - xiv. PROPOSER must adhere to the Fair Debt Collections Practice Act and all applicable Federal and State Laws related to billing and collections.
- e. PROPOSER must comply with UMC's VMO including, but not limited to the following:
 - i. Attend meetings as deemed necessary by the VMO at no additional cost.
 - ii. Provide and update the files outlined in **Exhibit K**.
 1. Inventory file must be submitted via the VMO's SFTP on a weekly basis.
 2. Invoice detail file must be submitted via the VMO's SFTP on a monthly basis.
 - f. PROPOSER must provide their services in a manner consistent with UMC's mission, vision and values.
 1. PROPOSER and all designated PROPOSER representatives who shall perform the services in accordance with this Scope of Work must be assigned to UMC's accounts.
 2. All UMC patients and customers must be treated in accordance with quality standards of customer service and with respect for human dignity.

3. UMC will represent, to the best of its knowledge, that all charges and coding data on its placed accounts reflect services that were rendered to the patient. If PROPOSER identifies and account with inaccurate information, such as coding or charges, PROPOSER must report this information back to UMC.
 4. PROPOSER and any of its agents, assignees or representatives, shall be authorized to represent UMC and file and/or process insurance claims on behalf of UMC.
 5. PROPOSER will not be responsible for any clinical coding of any of the services provided by UMC to its patients. UMC shall be solely responsible for coding services.
- g. PROPOSER will must produce monthly reports that identify contract discrepancies by payer so that UMC may update systems and contract entry within the EPIC system to prevent future losses and reimbursement.
 - h. PROPOSER shall provide an acknowledgement report to UMC for reconciliation purposes.
 - i. PROPOSER will return the accounts to UMC upon UMC's request according to an agreed upon process.
 - j. PROPOSER's hours of operation at minimum is between 8:00 AM to 5:00 PM PST, Monday through Friday.
3. **Other:** PROPOSER will accept UMC's backlog as needed and determined by UMC.
 4. **Payment Terms:** Net 90 days
 5. **Term:** The initial Agreement term will be for three (3) years with two, 1-year options to extend.
 6. **Ownership of Records:** All data made available by UMC to PROPOSER hereunder shall remain the property of UMC.
 7. **Governing Law:** Nevada law shall govern the interpretation and enforcement of the Agreement. Venue shall be any appropriate State or Federal court in Clark County, Nevada.

**EXHIBIT B
SAMPLE AGREEMENT
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)**

**UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA**

SERVICE AGREEMENT FOR

RFP NO. 2020-09

NAME OF COMPANY
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
ADDRESS OF COMPANY INCLUDING CITY, STATE AND ZIP CODE
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
EMAIL ADDRESS

SERVICE AGREEMENT FOR REVENUE CYCLE MANAGEMENT

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

WITNESSETH:

WHEREAS, this Agreement sets forth the general terms and conditions for which COMPANY shall provide services to HOSPITAL as more fully set forth in the Exhibits and/or Statement of Work(s) requested by HOSPITAL and agreed to by COMPANY; and

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

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

NOW, THEREFORE, HOSPITAL and COMPANY agree as follows:

SECTION I: TERM OF AGREEMENT

HOSPITAL agrees to retain COMPANY for the period from _____ through _____ ("Initial Term"). At the end of the Initial Term, HOSPITAL has the option to extend this Agreement for two, 1-year periods (each an "Extension Term") upon written notice to COMPANY. The Initial Term and all Extension Terms shall collectively be referred to herein as the "Term." During this period, COMPANY agrees to provide services as required by HOSPITAL within the scope of this Agreement.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

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

B. Terms of Payments

1. Payment of monthly invoices will be made within ninety (90) calendar days after receipt of an accurate invoice that has been reviewed and approved by HOSPITAL.
2. HOSPITAL, at its discretion, may not approve or issue payment on invoices if COMPANY fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in **Attachment A**, Scope of Work, itemized description of products delivered or services rendered and amount due, HOSPITAL's Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. Any expenses not defined in **Attachment A**, Scope of Work will not be paid without prior written authorization by HOSPITAL.
 - c. HOSPITAL's representative shall notify COMPANY in writing within fourteen (14) calendar days of any

disputed amount included on the invoice. COMPANY must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount, COMPANY will submit a new invoice for the agreed amount and payment will be made in accordance with paragraph B.1 above.

3. HOSPITAL shall subtract from any payment made to COMPANY all damages, costs and expenses caused by COMPANY's negligence, resulting from or arising out of errors or omissions in COMPANY's work products or services, which have not been previously paid to COMPANY.
4. HOSPITAL shall not provide payment on any invoice COMPANY submits after six (6) months from the date COMPANY performs services, provides deliverables, and/or meets milestones, as agreed upon in **Attachment A**, Scope of Work.
5. Invoices shall be submitted to: University Medical Center of Southern Nevada, Attn: Accounts Payable, 1800 W. Charleston Blvd., Las Vegas, NV 89102.

B. HOSPITAL's Fiscal Limitations

1. The content of this Section shall apply to the entire Agreement and shall take precedence over any conflicting terms and conditions, and shall limit HOSPITAL's financial responsibility as indicated in Sections 2 and 3 below.
2. In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by HOSPITAL for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and HOSPITAL's obligations under it shall be extinguished at the end of any of HOSPITAL's fiscal years in which HOSPITAL's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. HOSPITAL agrees that this Section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this Section is invoked, this Agreement will expire on the 30th day of June of the then current fiscal year. Termination under this Section shall not relieve HOSPITAL of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
3. HOSPITAL's total liability for all charges for services which may become due under this Agreement is limited to the total maximum expenditure(s) authorized in HOSPITAL's purchase order(s) to COMPANY.

SECTION III: SCOPE OF WORK

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

SECTION IV: CHANGES TO SCOPE OF WORK

- A. HOSPITAL may at any time, by written order, make changes within the general scope of this Agreement and in the services or work to be performed. If such changes cause an increase or decrease in COMPANY's cost or time required for performance of any services under this Agreement, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Agreement shall be modified in writing accordingly.
- B. No services for which an additional compensation will be charged by COMPANY shall be furnished without the written authorization of HOSPITAL.

SECTION V: RESPONSIBILITY OF COMPANY

- A. It is understood that in the performance of the services herein provided for, COMPANY shall be, and is, an independent contractor, and is not an agent, representative or employee of HOSPITAL and shall furnish such services in its own manner

and method except as required by this Agreement. Further, COMPANY has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by COMPANY in the performance of the services hereunder. COMPANY shall be solely responsible for, and shall indemnify, defend and hold HOSPITAL harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.

- B. COMPANY shall appoint a Manager, upon written acceptance by HOSPITAL, who will manage the performance of services. All of the services specified by this Agreement shall be performed by the Manager, or by COMPANY's associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of COMPANY be unable to complete his or her responsibility for any reason, COMPANY must obtain written approval by HOSPITAL prior to replacing him or her with another equally qualified person. If COMPANY fails to make a required replacement within thirty (30) days, HOSPITAL may terminate this Agreement for default.
- C. COMPANY has, or will, retain such employees as it may need to perform the services required by this Agreement. Such employees shall not be employed by HOSPITAL.
- D. COMPANY agrees that its officers and employees will cooperate with HOSPITAL in the performance of services under this Agreement and will be available for consultation with HOSPITAL at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. COMPANY shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by COMPANY, its subcontractors and its and their principals, officers, employees and agents under this Agreement. In performing the specified services, COMPANY shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of COMPANY to assure that all services of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. If applicable, COMPANY will not produce a work product which violates or infringes on any copyright or patent rights. COMPANY shall, without additional compensation, correct or revise any errors or omissions in its services:
 - 1. Permitted or required approval by HOSPITAL of any services furnished by COMPANY shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. HOSPITAL's review, approval, acceptance, or payment for any of COMPANY's services herein shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and COMPANY shall be and remain liable in accordance with the terms of this Agreement and applicable law for all damages to HOSPITAL caused by COMPANY's performance or failures to perform under this Agreement.
- G. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by COMPANY for HOSPITAL relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by COMPANY to parties other than HOSPITAL shall become the property of HOSPITAL and shall be delivered to HOSPITAL's representative upon completion or termination of this Agreement, whichever comes first. COMPANY shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by HOSPITAL. HOSPITAL shall have the right to reproduce all documentation supplied pursuant to this Agreement.
- H. At HOSPITAL's request, COMPANY will provide within a reasonable timeframe all financial information related to its operations at HOSPITAL, including but not limited to financial reports and results.
- I. The rights and remedies of HOSPITAL provided for under this Section are in addition to any other rights and remedies provided by law or under other Sections of this Agreement.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Agreement shall not be subcontracted by COMPANY, without prior written approval of

HOSPITAL.

- B. Approval by HOSPITAL of COMPANY's request to subcontract, or acceptance of, or payment for, subcontracted work by HOSPITAL shall not in any way relieve COMPANY of responsibility for the professional and technical accuracy and adequacy of the work. COMPANY shall be and remain liable for all damages to HOSPITAL caused by negligent performance or non-performance of work under this Agreement by COMPANY's subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by HOSPITAL's approval of COMPANY's request to subcontract.

SECTION VII: RESPONSIBILITY OF HOSPITAL

- A. HOSPITAL agrees that its officers and employees will cooperate with COMPANY in the performance of services under this Agreement and will be available for consultation with COMPANY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by COMPANY under this Agreement shall be subject to review for compliance with the terms of this Agreement by HOSPITAL's representative, //COORD//, //CODEPT//, telephone number (702) //XXX-XXXX// or their designee. HOSPITAL's representative may delegate any or all of his responsibilities under this Agreement to appropriate staff members, and shall so inform COMPANY by written notice before the effective date of each such delegation.
- C. HOSPITAL shall assist COMPANY in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Agreement.
- D. COMPANY will not be responsible for accuracy of information or data supplied by HOSPITAL or other sources to the extent such information or data would be relied upon by a reasonably prudent COMPANY.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Agreement.
- B. If COMPANY's performance of services is delayed or if COMPANY's sequence of tasks is changed, COMPANY shall notify HOSPITAL's representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to HOSPITAL's written approval.

SECTION IX: TERMINATION

A. Termination

1. Termination for Cause

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

- a. Not less than thirty (30) calendar days written notice of intent to terminate; and
- b. An opportunity for consultation with the terminating party prior to termination, and an opportunity to remedy or cure the default within thirty (30) calendar days. If, after the thirty (30) day calendar period (or such other time frame as agreed to by the parties) the breaching party does not remedy or cure such default, the non-breaching party may then terminate this Agreement effective immediately thereafter.

2. Termination for Convenience

- a. This Agreement may be terminated in whole or in part by HOSPITAL for its convenience; but only after COMPANY is given not less than thirty (30) calendar days written notice of intent to terminate; and
- b. If termination is for HOSPITAL's convenience, HOSPITAL shall pay COMPANY that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed

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

B. Independent Contractor

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

C. Immigration Reform and Control Act

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

D. Public Funds / Non-Discrimination

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

E. Assignment

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

F. Indemnity

COMPANY does hereby agree to defend, indemnify, and hold harmless HOSPITAL and the employees, officers and agents of HOSPITAL from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of COMPANY or the employees, contractors or agents of COMPANY in the performance of this Agreement.

G. Governing Law / Venue

Nevada law shall govern the interpretation and enforcement of this Agreement with Clark County, Nevada as the exclusive venue of any action or proceeding related to or arising out of this Agreement.

H. Covenant Against Contingent Fees

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

I. Gratuities

1. HOSPITAL may, by written notice to COMPANY, terminate this Agreement if it is found after notice and hearing by HOSPITAL that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by COMPANY or any agent or representative of COMPANY to any officer or employee of HOSPITAL with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Agreement.
2. In the event this Agreement is terminated as provided in paragraph 1 hereof, HOSPITAL shall be entitled:
 - a. to pursue the same remedies against COMPANY as it could pursue in the event of a breach of this Agreement

by COMPANY; and

b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by HOSPITAL) which shall be not less than three (3) nor more than ten (10) times the costs incurred by COMPANY in providing any such gratuities to any such officer or employee.

3. The rights and remedies of HOSPITAL provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

J. Audits

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

K. Covenant

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

L. Confidential Treatment of Information

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

M. ADA Requirements

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

N. Subcontractor Information

If applicable, COMPANY shall provide a list of the Minority-Owned Business Enterprise ("MBE"), Women-Owned Business Enterprise ("WBE"), Physically-Challenged Business Enterprise ("PBE"), Small Business Enterprise ("SBE"), and Nevada Business Enterprise ("NBE") subcontractors for this Agreement utilizing the attached format **Exhibit D**. The information provided in **Exhibit D** by COMPANY is for HOSPITAL's information only.

O. Non-Excluded Healthcare Provider

COMPANY represents and warrants to HOSPITAL that neither it nor any of its affiliates (1) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (2) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

P. Public Records

COMPANY acknowledges that HOSPITAL is a public county-owned hospital which is subject to the provisions of the Nevada Public Records Act, Nevada Revised Statutes Chapter 239, as may be amended from time to time, and as such its records are public documents available to copying and inspection by the public. If HOSPITAL receives a demand for the disclosure of any information related to this Agreement which COMPANY has claimed to be confidential and proprietary,

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

Q. Publicity

Subject to the provisions of Section XII, paragraph P, neither HOSPITAL nor COMPANY shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

R. Disclosure of Ownership Form

COMPANY agrees to provide the information on the attached Disclosure of Ownership/Principals Form as set forth in **Exhibit E** prior to any Agreement and/or Agreement amendment to be awarded by the Governing Board.

S. Business Associate Agreement

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

T. Clark County Business License / Registration

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

1. Clark County Business License is Required if:

- a. A business is physically located in unincorporated Clark County, Nevada.
- b. The work to be performed is located in unincorporated Clark County, Nevada.

2. Register as a Limited Vendor Business Registration if:

- a. A business is physically located outside of unincorporated Clark County, Nevada
- b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your company. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4252 or toll free at (800) 328-4813. You may also obtain information on line regarding Clark County Business Licenses by visiting the website at www.clarkcountynv.gov, go to "Business License Department" (http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx).

[Signature page to follow]

This Agreement contains the full, final, and complete expression of all agreements between HOSPITAL and COMPANY with respect to the subject matter of this Agreement and shall supersede all prior or contemporaneous agreements between HOSPITAL and COMPANY, whether oral or written.

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed and delivered on the dates below to be effective as of the Effective Date.

HOSPITAL:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____ DATE _____
MASON VANHOUWELING
Chief Executive Officer

COMPANY:

//LEGAL NAME//

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

**ATTACHMENT A
//PROJECT DESCRIPTION//
SCOPE OF WORK**

Begin here.

**ATTACHMENT B
//PROJECT DESCRIPTION//
FEE SCHEDULE**

Begin here.

EXHIBIT C

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

INSURANCE REQUIREMENTS

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

Format/Time: COMPANY shall provide HOSPITAL 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 HOSPITAL. 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: HOSPITAL 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.

HOSPITAL Coverage: HOSPITAL, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. COMPANY's insurance shall be primary as respects HOSPITAL, its officers and employees.

Endorsement/Cancellation: COMPANY's general liability insurance policy shall be endorsed to recognize specifically COMPANY's contractual obligation of additional insured to HOSPITAL. All policies must note that HOSPITAL 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, COMPANY 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, COMPANY 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 COMPANY and any auto used for the performance of services under this Contract.

Professional Liability: COMPANY 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 HOSPITAL.

Workers' Compensation: COMPANY 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.

Failure To Maintain Coverage: If COMPANY fails to maintain any of the insurance coverages required herein, HOSPITAL may withhold payment, order COMPANY to stop the work, declare COMPANY 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. HOSPITAL may collect any replacement insurance costs or premium payments made from COMPANY or deduct the amount paid from any sums due to COMPANY under this Contract.

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

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

Cost: COMPANY 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 COMPANY's Insurance Company representative:

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

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

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C No. Ext):</td> <td style="width: 25%;">BROKER'S PHONE NUMBER</td> <td style="width: 10%;">FAX (A/C No.):</td> <td style="width: 15%;">BROKER'S FAX NUMBER</td> </tr> <tr> <td colspan="4">E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS</td> </tr> </table>	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.):	BROKER'S FAX NUMBER	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS									
PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.):	BROKER'S FAX NUMBER												
E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS															
INSURED CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> <tr> <td>INSURER A:</td> <td>COMPANY'S</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td>BEST KEY</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td>RATING</td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A:	COMPANY'S	INSURER B:		INSURER C:	BEST KEY	INSURER D:		INSURER E:		INSURER F:	RATING
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A:	COMPANY'S														
INSURER B:															
INSURER C:	BEST KEY														
INSURER D:															
INSURER E:															
INSURER F:	RATING														

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

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (Insert Project Name). UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

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

DEFINITIONS

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

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

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

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

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

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

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

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

Subcontractor Name: _____

Contact Person: _____ Telephone Number: _____

Description of Work: _____

Estimated Percentage of Total Dollars: _____

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

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

EXHIBIT E
INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **Small Business Enterprise (SBE):** An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically-challenged, and where gross annual sales does not exceed \$2,000,000.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **Emerging Small Business (ESB):** Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada law during the 77th Legislative session as a result of AB294.

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

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

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

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

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

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

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

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

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a University Medical Center of Southern Nevada full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form.

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<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
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

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

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

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

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

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

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

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

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

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

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

Signature	Print Name
Title	Date

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

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

* UMC employee means an employee of University Medical Center of Southern Nevada

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

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

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

For UMC Use Only:

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

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

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

Notes/Comments:

 Signature

 Print Name
 Authorized Department Representative

EXHIBIT F
REPRESENTATIONS AND CERTIFICATIONS
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

The prospective proposer, _____ certifies to the best of its knowledge and belief that it and its principals:

1. That neither it nor any of its subcontractors, or affiliates
 - a. Are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and
 - b. Has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. COMPANY represents and warrants to HOSPITAL that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such COMPANY or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").
2. Are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
3. Have within a three (3)-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
4. Have not within a five (5)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
5. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph three (3) of this certification; and,
6. That it is not refused to deal or to conduct business with, abstained from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel or a person or entity doing business in Israel or in territories controlled by Israel, in accordance with Nevada Revised Statute 332.065.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Printed Name & Title of Authorized Representative

Proposal Number

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____

Date _____

Proposal Number _____

EXHIBIT G
VENDOR/SUPPLIER SELF-IDENTIFICATION FORM INSTRUCTIONS

Why are you being asked to complete this form?

University Medical Center of Southern Nevada (UMC), as a member public entity of the Regional Business Development Advisory Council for Clark County (Chapter 7, Statutes of Nevada 2003), is required to gather specific demographic business data for State of Nevada reporting purposes. This data is also used to support UMC's outreach efforts to firms classified as one of the business designation groups identified in this form. The data requested in this section is gathered for such reporting and informational purposes ONLY.

To help us measure how well we are doing, we are asking you to tell us about all classifications that apply to your business. **Note:** If Supplier identifies as a "Disabled Veteran Business Enterprise", they must also select "Veteran Business Enterprise".

Completion and submission of this form is voluntary, and is not 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 provide this information will not result in a refusal by UMC to enter into an agreement/contract and/or release monetary funding to the disclosing entity.

We appreciate your assistance.

VENDOR/SUPPLIER SELF-IDENTIFICATION FORM

Description	Vendor/Supplier Information
Business Name:	
PO Box/Street Address:	
City:	
State/Province:	
Zip/Postal Code:	
Country:	
Contact's Name & Title:	
Contact Phone Number:	
Contact's Email:	
Contact's Fax:	

BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		
Diversity/ Demographic Classification	Definition	√
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 individuals of African American/Black (AA), Asian American (AX), Hispanic American (HA), Native American (NA), or Pacific Islander (PI) ethnicity.	<input type="checkbox"/>
	AA - African American/Black: Persons having origins in any of the black racial groups of Africa.	<input type="checkbox"/>
	AX - Asian American: <ul style="list-style-type: none"> • Japanese/Japanese-American: Persons having origins in any of the original peoples of Japan. • Filipino/Pilipino: Persons having origins in any of the original peoples of the Philippine Islands. • Pakistani/East Indian: Persons having origins in any of the original peoples of the Indian subcontinent (e.g., India and Pakistan). • Other Asian: Persons having origins in any of the original peoples of the Far East (including Korea, Malaysia, Cambodia, Thailand and Vietnam), and Southeast Asia. 	<input type="checkbox"/>
	HA - Hispanic American (including Black individuals whose origins are Hispanic): <ul style="list-style-type: none"> • Mexican/Mexican-American/Chicano: Persons of Mexican culture or origin, regardless of race. • Latin-American/Latino: Persons of Latin American (e.g., Central American, South American, Cuban, Puerto Rican) culture or origin, regardless of race. • Other Spanish/Spanish-American listed above: Persons of Spanish culture or origin, not included in any of the Hispanic categories listed above. 	<input type="checkbox"/>
	NA - Native American: Persons having origins in any of the original peoples of North and South America, (including Central American) and who maintains tribal affiliation or community attachment.	<input type="checkbox"/>
	PI - Pacific Islander: Persons having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.	<input type="checkbox"/>
	Prefer not to answer	<input type="checkbox"/>
BUSINESS DESIGNATION GROUP TYPE		
Check all applicable classifications or Not Applicable		

Diversity/ Demographic Classification	Definition	√
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.	<input type="checkbox"/>
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.	<input type="checkbox"/>
Emerging Small Business (ESB)	An independent and continuing business 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.	<input type="checkbox"/>
Woman Owned Business (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.	<input type="checkbox"/>
Veteran Business Enterprise (VET)	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 U.S. Veteran(s).	<input type="checkbox"/>
Disabled Veteran Enterprise (DVET)	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 veteran.	<input type="checkbox"/>
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	<input type="checkbox"/>
Choose to Not Self-Identify	Business chooses not to self-identify.	<input type="checkbox"/>

CERTIFIED BUSINESS ENTITY		
Check all applicable classifications or Not Applicable		
Participant and Certified Business Entity:	Definition	√
Small Business Opportunity Program	A business that has successfully completed all requirements and is a graduate of the Small Business Opportunity Program (SBOP).	<input type="checkbox"/>
State of Nevada Emerging Small Business	A business that is certified by the Nevada Governor's Office of Economic Development effective January, 2014 as an "Emerging Small Business". Approved into Nevada law during 77th Legislative session as a result of AB294.	<input type="checkbox"/>
Not Applicable	The business is not classified and/or does not meet any of the aforementioned definitions.	<input type="checkbox"/>

BUSINESS ENTITY TYPE	
Check all applicable classifications or Not Applicable	
Business Entity Type	√
Individual/Sole Proprietor	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Limited Liability Company	<input type="checkbox"/>
Non-Profit/Government Entity	<input type="checkbox"/>
Other (please identify):	<input type="checkbox"/>

Signature: _____

Name and Title (Printed): _____

Date: _____

EXHIBIT H
BUSINESS ASSOCIATE AGREEMENT
(TERMS & CONDITIONS HEREIN ARE NON-NEGOTIABLE)

This Agreement is made effective the ____ of _____, 201_, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as "Covered Entity"), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and _____, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

WITNESSETH:

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

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Rules"); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the "Health Information Technology for Economic and Clinical Health" ("HITECH") Act, as well as the Genetic Information Nondiscrimination Act of 2008 ("GINA," Pub. L. 110-233), provide for modifications to the HIPAA Rules; and

WHEREAS, the Secretary, U.S. Department of Health and Human Services, published modifications to 45 CFR Parts 160 and 164 under HITECH and GINA, and other modifications on January 25, 2013, the "Final Rule," and

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

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

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

I. DEFINITIONS

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

(a) Business Associate agrees that all uses and disclosures of Protected Health information shall be subject to the limits set forth in 45 CFR 164.514 regarding Minimum Necessary requirements and limited data sets.

(b) Business Associate agrees to use or disclose Protected Health Information solely:

(i) For meeting its business obligations as set forth in any agreements between the Parties evidencing their business relationship; or

(ii) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement or the Underlying Agreement (if consistent with this Agreement and the HIPAA Rules).

(c) Where Business Associate is permitted to use Subcontractors that create, receive, maintain, or transmit Protected Health Information; Business Associate agrees to execute a "Business Associate Agreement" with Subcontractor as defined in the HIPAA Rules that includes the same covenants for using and disclosing, safeguarding, auditing, and otherwise administering Protected Health Information as outlined in Sections I through VII of this Agreement (45 CFR 164.314).

(d) Business Associate will acquire written authorization in the form of an update or amendment to this Agreement and Underlying Agreement prior to:

(i) Directly or indirectly receiving any remuneration for the sale or exchange of any Protected Health Information; or

(ii) Utilizing Protected Health Information for any activity that might be deemed "Marketing" under the HIPAA rules.

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

(i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.

(ii) To implement "Administrative Safeguards," "Physical Safeguards," and "Technical Safeguards" as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.

(iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system ("Security Incident") upon discovery of the Security Incident.

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

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

V. RIGHT TO AUDIT

(a) Business Associate agrees:

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

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

- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
- (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.
- (iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.
- (iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

At termination of this Agreement, the Underlying Agreement (or any similar documentation of the business relationship of the Parties), or upon request of Covered Entity, whichever occurs first, if feasible, Business Associate will return or destroy all Protected Health Information received from or created or received by Business Associate on behalf of Covered Entity that Business Associate still maintains in any form and retain no copies of such information, or if such return or destruction is not feasible, Business Associate will extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information not feasible.

VIII. MISCELLANEOUS

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

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

In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this Agreement fails to comply with the HIPAA Rules, such Party shall notify the other Party in writing. For a period of up to thirty days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty-day period, the Agreement fails to comply with the HIPAA Rules, then either Party has the right to terminate upon written notice to the other Party.

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Address

City/State/Zip

EXHIBIT 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 newer and be capable of running in a windows active/passive clustered environment. If not, you will be required to provide licensing for a locally hosted instance.
 - SQL databases must be able to run within a Named Instance on UMC's current SQL cluster. Other setups 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 UMC SQL 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 use healthcare standard interfaces (HL7). Other data formats will be considered on a case-by-case basis.
- For deployment of any application that's hosted on our web site (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 is supported in IE environment. There is no support for HTML5 or JAVA at this time but may be supported in future.
- Crystal Reports is used as a standard reporting tool.
- Applications housing regulated data (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) must house test data for development and testing/training purposes. Production data is reserved for production only. Exceptions must be approved in writing by the Information Security Office (ISO) and data owner.

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, including travel and expenses, as applicable.
- 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.
- Critical applications (as defined by UMC) must include adequate failover and redundancy to ensure 100% uptime.

Compliance

- Proposed solutions must be compliant with all relevant regulatory requirements (HIPAA/PHI, PCI_DSS, PII, Joint Commission, 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 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 0 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.
- 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.

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 IT will manage all UMC computer hardware installed.
- UMC IT will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection installed on all UMC devices.
- Vendor software must not interfere or invalidate any operational function of UMC- managed software or agents. – Documented and approved 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 and securely 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 setups 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. No more than two versions behind.
- Application vendor is responsible for staying up-to-date with operating systems, database engines, hardware, interfaced systems, etc.
 - 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 server/application and transferring of data will use secure protocols (SSH/SSL, SFTP, SCP, etc.) and will be in compliance with current HIPAA and other regulatory requirements at the time of installation and into the future.
- UNIX/Linux based systems will use SUDO or SU accounts and not using direct logins.

Project Management

- Vendor will use a project management tool to track and manage project status and tasks.
- Vendor will provide a weekly status updates, including training plan, to UMC PMO, once project is kicked off.
- Vendor must provide UMC with specific and detailed technical and security requirements for their product deployment, prior to contract signature.
- Vendor must provide a single point of contact for communication during the project duration.
- Vendor needs to provide a written scope of work to be reviewed by the UMC PMO, including each type of UMC resource required and estimated work effort, prior to project kick off.
 - The vendor must work with the UMC PMO, upon Purchase Order being issued.
 - The vendor must supply a task list with UMC IT responsibilities clearly listed prior to project kick off.
 - The scope needs to include review, test, implementation, training, deployment, and maintenance.
- Vendor must get approval from PMO prior to scheduling a Go Live date.
- The vendor must provide an activation Plan which defines the vendors plan for roaming education prior to the day of Go Live.

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 performed against MS 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 an installed service):
 - Service accounts cannot be used by an individual to manually log in to a workstation or server.
 - Individual support accounts will be provided to allow vendor to provide support. The password will expire every 60 days.
 - Passwords must be a minimum of 14 (prefer 20) characters in length.
 - Passwords must consist of multi-case letters, numbers, and special characters, and may not contain dictionary words.
 - Passwords for service accounts may be set to never expire when 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 and 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 desktop 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.
 - Vendors will not share passwords or access to accounts, and will not create additional accounts without the permission of the UMC Information Security Office (ISO) and UMC application owner. Violation of this will result in reporting as an "incident" and escalating to appropriate levels.
 - 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 9 compliant. They should not require ActiveX components or other ad-hoc components not supplied during initial install. This applies to future upgrades as well. The only exception to this is digital certificates 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 MS active directory including service, support, database SA and any other system access logon/password combination.
- Vendor software must be MS 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 generated and imported into a standard SIEM.
- Data transfers of any kind containing regulated information (HIPAA/PHI, PCI_DSS, PII, Joint Commission, etc.) from UMC to a non-UMC site must be approved by the Information Security Office (ISO) and UMC data owner – in writing. Transfers must be done over an approved secure channel.
- 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 is 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 provides proficiency exams. (if necessary).
 - Vendor gives option for UMC to build own curriculum.
- Data for classes – Vendor provides the scope for a training and testing environment with test data for classes with a script to refresh the data daily, or as applicable.
- User IDs for classes – Vendor provides training user IDs for classes, or will work with the UMC PMO to define requirements.
- Vendor provides a list of any hardware or software needed for the training facilities, at least two weeks in advance (coordinated through UMC PMO).
- The Vendor will supply detailed guides for installation and administration of both server and client software for the classroom environment.

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 11 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 Information Security.

**EXHIBIT J
STANDARD EPIC FILE SPECIFICATIONS**

Field	Required or Optional?	Format	Example	Notes
1-Account ID	Required	Numerical	1000789	Compared to Hospital Account ID (I HAR .1).
2-Note Type	Optional	Category Number	1	For account-level notes: Category value from the Hospital Account Note Type (I HNO 542) item. The default value is 1-General. For guarantor-level notes: Category value from the Account Notepad Type (I HNO 540) item.
3-User	Required	Alphanumeric	6188	Must be a valid external Epic user ID from the User Number (I EMP .1) item.
4-Summary (title)	Optional	Alphanumeric	Account Note Addendum for Overdue Accounts from September	If blank, defaults to the first 80 characters from the Text field.
5-Text	Required (see notes)	Alphanumeric	This note indicates that this account is overdue.	This field is required only if you're creating account notes with this file. If you are using this file to exclusively place billing indicators, this field is not required. The placement of a billing indicator also automatically creates a system generated note in Epic based on your hospital billing system definitions (HSD) setting.
6-Expiration Date	Optional	MM/DD/YYYY	01/02/2017	
7-Level	Optional	Category Number	2	Guarantor level notes appear on all HARs for that guarantor and are generally used very sparingly.
8-Priority	Optional	Category Number	1	Use a category number from the Priority (I HNO 545) item.
9-Billing Indicator	Optional	Category Number	104	Use a category number from the Billing Indicator (I HAR 85) item. The system only posts the billing indicator if Level=1.

DEMOGRAPHICS	
Column Name	Value
Free Text	01
Hospital Account ID	
Account Service Area	UMC
Account Location	UMC Parent Location
Patient MRN	
Patient Name (Last, First, Middle)	
SSN (EPT)	
Patient DOB	
Patient Sex (EPT)	
Marital Status	
Patient Preferred Language	
Coding Admission Date	
Admission Time	
Coding Discharge Date	
Discharge Time	
Discharge Location	
ID, PATIENT ADDRESS	
ID, PATIENT ADDRESS	
TPR City (EPT)	
Patient State	
ID, PATIENT ZIP	
Country	
Patient Phone Number	
Patient Phone Number	
Patient E-mail Address	
Emergency Contact 1 - Name	
Next of Kin Relationship	
Emergency Contact 1 Address Line 1	
Emergency Contact 1 Address Line 2	
Emergency Contact 1 City	
Emergency Contact 1 State	
Emergency Contact 1 ZIP Code	
(Retired) Emergency Contact 1 Primary Phone Number	
Emergency Contact 1 Work Phone	
Emergency Contact 1 is Legal Guardian?	
Emergency Contact 2 - Name	
Emergency Contact 2 Relationship	
Emergency Contact 2 Address Line 1	
Emergency Contact 2 Address Line 2	
Emergency Contact 2 City	
Emergency Contact 2 State	

Emergency Contact 2 ZIP Code	
Emergency Contact 2 Home Phone Number	
Emergency Contact 2 Work Phone	
Emergency Contact 2 is Legal Guardian?	
Third Emergency Contact	
Emergency Contact 3 Relationship	
Emergency Contact 3 Address Line 1	
Emergency Contact 3 Address Line 2	
Emergency Contact 3 City	
Emergency Contact 3 State	
Emergency Contact 3 ZIP Code	
Emergency Contact 3 Home Phone Number	
Emergency Contact 3 Work Phone	
Emergency Contact 3 is Legal Guardian?	
Patient Employer	
Employer Address	
Employer Address	
Employer City	
Patient Employer State	
Employer Postal Code	
Employer Country	
Employer Phone	
Hospital Account Base Class	
Patient Types (EPT)	
Account Class	
Patient Deceased Date	
Account Primary Service	
Primary Financial Class	
SBO Total Charges	
SBO Self-Pay Balance	
Account Balance	
Stop Bill Reason	
Primary Plan	
Primary Payor	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Name	
Primary Coverage Subscriber Date of Birth	
Primary Coverage Subscriber Sex	
Primary Coverage Subscriber Social Security Number	
Primary Coverage Subscriber Address	
Primary Coverage Subscriber City	
Primary Coverage Subscriber State	
Primary Coverage Subscriber ZIP Code	
Primary Coverage Subscriber Country	

Primary Coverage Subscriber Phone Number	
Primary Coverage Subscriber Employer Name	
Primary Coverage Policy Number	
Primary Coverage Group Number	
Primary Coverage Group Name	
Primary Coverage Authorization Number	
Primary Coverage Subscriber Relation to Patient	
Primary Coverage Address	
Primary Coverage City	
Primary Coverage State	
Primary Coverage ZIP Code	
Primary Coverage Country	
Primary Coverage Phone Number	
Secondary Plan ID	
Secondary Payor (Current)	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Name	
Secondary Coverage Subscriber Date of Birth	
Secondary Coverage Subscriber Sex	
Secondary Coverage Subscriber Social Security Number	
Secondary Coverage Subscriber Address	
Secondary Coverage Subscriber City	
Secondary Coverage Subscriber State	
Secondary Coverage Subscriber ZIP Code	
Secondary Coverage Subscriber Country	
Secondary Coverage Subscriber Phone Number	
Secondary Coverage Subscriber Employer Name	
Secondary Coverage Policy Number	
Secondary Coverage Group Number	
Secondary Coverage Group Name	
Secondary Coverage Auth Number	
Secondary Coverage Subscriber Relationship to Patient	
Secondary Coverage Address	
Secondary Coverage City	
Secondary Coverage State	
Secondary Coverage ZIP Code	
Second Coverage Country	
Secondary Coverage Phone Number	
Tertiary Plan ID	
Tertiary Payor (Current)	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Name	
Tertiary Coverage Subscriber Date of Birth	
Tertiary Coverage Subscriber SSN	

Tertiary Coverage Subscriber Address	
Tertiary Coverage Subscriber City	
Tertiary Coverage Subscriber State	
Tertiary Coverage Subscriber ZIP Code	
Tertiary Coverage Subscriber Country	
Tertiary Coverage Subscriber Phone Number	
Tertiary Coverage Subscriber Employer Name	
Tertiary Coverage Policy Number	
Tertiary Coverage Group Number	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Authorization Number	
Tertiary Coverage Subscriber Relationship to Patient	
Tertiary Coverage Address	
Tertiary Coverage City	
Tertiary Coverage State	
Tertiary Coverage ZIP Code	
Tertiary Coverage Country	
Tertiary Coverage Phone Number	
Quaternary Plan ID	
Quaternary Payor	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Name	
Quaternary Coverage Subscriber Date of Birth	
Quaternary Coverage Subscriber Sex	
Quaternary Coverage Subscriber Social Security Number	
Quaternary Coverage Subscriber Address	
Quaternary Coverage Subscriber City	
Quaternary Coverage Subscriber State	
Quaternary Coverage Subscriber ZIP Code	
Quaternary Coverage Subscriber Country	
Quaternary Coverage Subscriber Phone Number	
Quaternary Coverage Subscriber Employer Name	
Quaternary Coverage Policy Number	
Quaternary Coverage Group Number	
Quaternary Coverage Group Name	
Quaternary Coverage Auth Number	
Quaternary Coverage Subscriber Relation to Patient	
Quaternary Coverage Address Line 1	
Quaternary Coverage City	
Quaternary Coverage State	
Quaternary Coverage ZIP Code	
Quaternary Coverage Country	
Quaternary Coverage Phone Number	

Guarantor Payment Plan End Date Estimate	
Guarantor ID	
Guarantor Name	
Guarantor SSN (EAR)	
Guarantor DOB (EAR)	
Guarantor Relation to Patient	
Billing Address	
Billing Address	
Billing City	
Billing State	
Billing ZIP	
Billing Country	
Billing Home Phone Number	
Billing Work Phone Number	
Guarantor Status	
Employer	
Employer Address	
Employer Address	
Employer City	
Employer State	
Employer ZIP	
Employer Country	
Employer Phone	
Guarantor Employer Fax	
Employment Status	
Claim Admission Type	
Claim Admission Source	
Claim Discharge Disposition	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Claim Occurrence Codes	
Occurrence Date	
Free Text	
Free Text	
Claim Condition Code	
Claim Condition Code	
Claim Value Code	
Value Code Amount	
Claim Value Code	
Value Code Amount	

Admission Diagnosis	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
Diagnosis Code	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
ICD Procedure	
Procedure Date	
Attending Provider (ID)	
Attending Provider (ID)	
Attending Provider (ID)	
Referring Provider Name	
Referring Provider Name	
Referring Provider Name	
Claim Accident Type	
Workers' Comp Auto Accident Claim Number	
Claim Info Injury Date	
Claim Info Time of Injury	
Claim Place of Injury	
Workers' Comp Condition Employment Related	
Workers' Comp Claim Number	
Workers' Comp Place of Service	
Workers' Comp Employer	
Primary Payor Payment Total	
Last Payment Date Primary Payor	
Secondary Payor Payment Total	
Last Payment Date Secondary Payor	
Tertiary Payor Payment Total	
Last Payment Date Tertiary Payor	
Quaternary Payor Payment Total	
Last Payment Date Quaternary Payor	
Primary Adjustments	
Secondary Adjustments	

Tertiary Adjustments	
Quaternary Adjustments	
Total Insurance Payments	
Total Insurance Adjustments	
Total Self-pay Payments	
Total Self-Pay Adjustments	
Last Statement Date	
Self-pay Follow-up Level	
Self-Pay Follow-up Date	
Payment Plan Current Balance	
Payment Plan Amount	
Payment Plan Amount Due	
Payment Plan Hospital Accounts	
Guarantor Payment Plan End Date Estimate	
Discharge Department ID	
Record Creation Department	
CHARGES	
Column Name	Value
Free Text	02
Hospital Account	
Procedure Code	
Description	
Revenue Code	
CPT® Code	
Modifier	
Quantity	
Service Date	
Amount	
PAYMENTS	
Column Name	Value
Free Text	04
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	

ADJUSTMENTS	
Column Name	Value
Free Text	05
Hospital Account	
Procedure Code	
Description	
Post Date	
Payor ID	
Amount	
Transaction Reference Number	
INSURANCE BUCKETS	
Column Name	Value
Free Text	06
Hospital Account	
Bucket Type	
Bucket Plan	
Payor	
Bucket Claim Invoice Number	
Current Balance	
First Claim Date	
Last Claim Date	
First External Claim Sent Date	
Last External Claim Sent Date	
Claim Form Type	
Claim Form Type	
CHARGES	
Column Name	Value
Free Text	12
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
PAYMENTS	
Column Name	Value
Free Text	14
Hospital Account	
Procedure Code	

Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	
ADJUSTMENTS	
Column Name	Value
Free Text	15
Hospital Account	
Procedure Code	
Procedure Description	
Transaction Date	
(Retired) Payor ID	
Transaction Amount	
Reference Number	

**EXHIBIT K
VENDOR FILE FORMAT SPECIFICATIONS**

A. Vendor File Format Specifications – Invoice Detail File

This section outlines the data fields, naming convention, and transmission schedule of an 'Invoice Detail' file to be used for purposes of vendor invoice reviews. The file is to contain a complete snapshot of all payments and fees for the invoiced month. The file is to be generated in CSV or Excel format (.xls or .xlsx). CSV format is preferred if it's available. If generated in Excel, do NOT name the sheet.

File data fields:

Attributes in RED are crucial data elements, remaining attributes to be added if easily exportable.

Field	Attribute	Description
1	Account Number	Unique account identifier used in the hospital and/or physician practice information system
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier used in the hospital and/or physician practice information system
4	Patient Name	Patient's first and last name that is associated with the account number (do not separate by a comma)
5	Date of Service	Service date for the account number (Format: mm/dd/yyyy)
6	Agency Assignment Date	Date of initial placement to Agency (Format: mm/dd/yyyy)
7	Paid Us	The dollar value paid by the patient to the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
8	Paid You	The dollar value paid by the patient to the hospital (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Additional Payment to Us	The dollar value paid by the patient to the Agency for anything other than the principle balance (ex. processing fee, interest, etc.)
10	Transaction Description	The spelled-out transaction description (identifies PT vs INS payment, etc.)
11	Payment Receipt Date	Date in which the payment was <u>originally</u> received (Format: mm/dd/yyyy)
12	Payment Post Date	Date in which the payment was <u>posted</u> to the hospital's Patient Accounting System received (Format: mm/dd/yyyy)
13	Fee	Fee amount charged by the Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
14	Placed Account Balance Amount	The dollar value of account balance at time of placement with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
15	Current Account Balance	The dollar value of current account balance with Agency (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
16	Facility	Name of facility for main hospital

Data field notes:

- All column headers need to be included even if the columns do not contain data.

File naming convention:
mmddyy_hospital_Facility_vendor_Invoice

<i>mmddyy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>Facility</i>	=	Facility Name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site the beginning of each month for the previous month's transactions. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics, hidden rows or extra** rows should be above the column headers. **No merged or hidden** rows or columns.

B. Vendor File Format Specifications – Inventory – AR/Denials/Third Party Liability (TPL)

This section outlines the data fields, naming convention, and transmission schedule of an 'inventory' file to be used for purposes of account audits. The file is to contain a complete snapshot of all accounts in vendor's active inventory (i.e., accounts currently assigned to vendor as of date of weekly file). The file is to be generated in Excel format (.xls or .xlsx) or CSV. CSV format is preferred if it's available.

File data fields:

Attributes in RED are required for set up, remaining attributes need to be added within 90 days.

Field	Attribute	Description
1	Account Number	Hospital's unique identifier for date of service for the Guarantor
2	Guarantor Number	Unique patient identifier used in the hospital and/or physician practice information system
3	Medical Record Number	Patient's unique medical record identifier
4	DOS	Date of Service (Format: mm/dd/yyyy)
5	Placed Date	Date of Initial Placement (or Admit date if not discharged yet) (Format: mm/dd/yyyy)
6	Patient Status	Status of Guarantor stay. Options are as follows. If status other than options below, please share dictionary. <ul style="list-style-type: none"> • Emergency Department (ED) • Outpatient (OP) • Inpatient (IP) • Observation (OBS)
7	Patient Classification	Payer category. Options are as follows. If classification other than options below, please share dictionary. <ul style="list-style-type: none"> • Medicare • Medicaid • Commercial • Managed Care • TPL • Auto
8	Placed Balance	Balance of account at date of placement

		(Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
9	Current Balance	Current balance at date of report (Format: Up to 12 Char + "." + 2 Char (ex. 2000.16))
10	Last Note Date	Date of last note (Format: mm/dd/yyyy)
11	Guarantor Address	Street address
12	Guarantor City	City, i.e., Milwaukee, Minneapolis, etc.
13	Guarantor State	State, i.e., WI, MN, etc. (abbreviated)
14	Guarantor Zip Code	Guarantor zip code <ul style="list-style-type: none"> • minimum 5 characters
15	Guarantor Home Phone No.	Guarantor home phone (any format)
16	Guarantor Work Phone No.	Guarantor work phone (any format)
17	Guarantor Mobile No.	Guarantor mobile phone (any format)
18	Guarantor Other No.	Guarantor other phone (any format)
19	Guarantor Last Name	Guarantor last name
20	Assigned Collector	Name or ID shown in vendor system
21	Assigned Work Queue	Name of queue, queue number or both
22	Status	Current account status -- including but not limited to the following examples: <ul style="list-style-type: none"> • Pending Adjustment • Rebilled • Appealed
23	Guarantor DOB	Guarantor date of birth (Format: mm/dd/yyyy)
24	Patient DOB	Patient date of birth (Format: mm/dd/yyyy)
25	Facility	Name of facility for main hospital

Data field notes:

- Medical record number to be included only if different from guarantor number.
- Provide separately: status code dictionary containing all status codes.
- All column headers need to be included even if the columns do not contain data.

File naming convention:

mmddy_hospital_Facility_vendor_Inv

<i>mmddy</i>	=	Date the file was generated
<i>hospital</i>	=	Hospital name (abbreviation is preferred)
<i>Facility</i>	=	Facility Name (abbreviation is preferred)
<i>vendor</i>	=	Vendor name (abbreviation is preferred)

File Transmission:

A new file is to be uploaded to the Healthfuse secure FTP site each week (preferably on late Sunday evening or early Monday morning). It is recommended that the file upload process be automated, if possible. The details of the secure FTP site will be provided separately.

Headers and Footers:

Please include headers named the same as outlined in the "Attribute" field of table above. **No footers** (i.e., page numbers, dates, row counts, etc.) should be included in the file. **No graphics or extra rows** should be above the column headers. **No merged or hidden** rows or columns.