



REQUEST FOR PROPOSAL

Enterprise Physician Credentialing System

RFP #: CMC-13901

RFP Issue Date: July 31, 2018

Proposal Due Date: August 29, 2018

**WMCHEALTH
DEPARTMENT OF CLINICAL & ACADEMIC AFFAIRS**

**WMCHEALTH
Executive Offices at Taylor Pavilion
Office of Legal Affairs
100 Woods Road
Valhalla, New York 10595**

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1. Introduction and Background

1.1 Purpose of the Request for Proposals

Westchester Medical Center Health Network (“WMCHHealth”) is issuing this Request for Proposals (“RFP”) to invite interested vendors to submit proposals to provide, implement, and support a comprehensive and integrated enterprise physician credentialing system (PCS). **The effort involved in this project will be comprised of:**

A. Software and system solutions that will enable WMCHHealth to implement a cost-effective, fully integrated, state-of-the-art PCS across the WMCHHealth enterprise to:

- i. Standardize medical credentialing business functions;
- ii. Automate credentialing and recredentialing process including applications for initial appointments, reappointments and verification;
- iii. Improve interoperability using a streamlined platform by integrating provider data across the network;
- iv. Implement a system to allow automated credentialing and privileging;
- v. Consolidate different credentialing systems into one centralized enterprise solution;
- vi. Take advantage of enabling technologies such as single sign-on and mobile solutions;
- vii. Support the Medical Staff office operations with collecting and managing practitioner data following regulatory requirements, and communicating with the practitioners; and
- viii. Deploy easy to use online applications for initial appointment and reappointment that are prepopulated with information supplied by the practitioners.

B. Professional services to implement the software and technology solutions across the enterprise in a remote-hosted environment.

Each proposal must provide two alternatives for furnishing the desired services – one hosted by the vendor and one hosted by WCMHealth.

We also require the prime vendor to provide a recommended implementation strategy and sequence that supports an enterprise model and limits disruption to WMCHHealth. More information on this topic is provided in Section 4.1.9.

1.2 Background

WMCHHealth was formed when Westchester Medical Center acquired Mid-Hudson Regional Hospital of Westchester Medical Center (“MidHudson”), and entered into strategic partnerships with Bon Secours Charity Health System (“BSCHS”) and Health Alliance of the Hudson Valley (“Health Alliance”). The network now spans 6,200 square miles and consists of ten hospitals on eight campuses with nearly 2000 beds, including trauma centers, community hospitals, the Hudson Valley region’s only children’s hospital, dozens of specialized institutes and centers, and one of the largest mental health systems in New York State.

In addition, WMCHHealth includes two physician practice groups, long term care facilities, home health services and detoxification services, preschool and other health-based interventional programs. The services of WMCHHealth are also accessible to residents of New York City and portions of Fairfield County, Connecticut serving more than 3.5 million people in the Hudson Valley region and beyond. With a total workforce of 7,000 healthcare professionals including 2,200 physicians, WMCHHealth is one of the region’s largest sources of employment and economic impact. From prevention to education and treatment, the physicians, health care staff and volunteers at WMCHHealth have a reputation as the region’s most advanced and innovative health care.

Westchester Medical Center (“WMC”) located in Valhalla, New York is WMCHHealth’s flagship facility and provides the most advanced care when the residents of the region need it most. WMC is the primary teaching affiliate of New York Medical College (“NYMC”), which is also located on the Valhalla Campus. WMC is the only tertiary and quaternary care facility in the Hudson Valley offering such specialty services as kidney transplant, heart transplant, liver transplant, and regional neonatal and pediatric intensive care units, level 1 trauma, and burn services. Situated on approximately 100 acres, WMC is home to one of the most highly regarded cardiology and cardiac surgery programs on the East Coast. WMC also sponsors a hospital-based medevac helicopter service responding in minutes to accident scenes and carrying critical inter-hospital patient transfers throughout the region.

Information Technology is an important infrastructure component, supporting and codifying workflow and driving clinical and financial outcomes for each entity. Since the creation of WMCHHealth, each network entity has conducted business-as-usual with the focus of consolidation initiatives on understanding and fixing broken business and clinical processes, and strengthening ailing financial and revenue cycle systems.

Each WMCHHealth facility has a premier IT vendor system installed with varying degrees of maturity and IT system complexity. WMCHHealth has the most complex, best-of-breed applications and Cerner environment with more than 200 clinical and business sub systems. WMC uses Cerner Invision EHR. MidHudson is using the Meditech EHR. Both WMC and MidHudson use Midas Care Management Quality system, and Seeker Credentialing software. BSCHS operates the EPIC enterprise solution for clinical and Cactus Credentialing solutions. Health Alliance utilizes McKesson Paragon as EHR with Midas Care Management Quality system and Seeker Credentialing software. Each network entity has license and service agreements with their installed IT vendors with contract expiration dates and financial commitments that extend well into the future.

WMCHHealth desires to consolidate and simplify system IT complexity and therefore has decided to pursue a single-vendor, integrated credentialing system delivered using a “turnkey” approach that includes hardware, software, implementation, and support services. WMCHHealth is planning to consolidate and build a clinically integrated network and desires one source of truth for all databases for the network enterprise, including the credentialing system.

In addition to applications, WMCHHealth is requesting that proposals address the implementation and long term support of applications and related infrastructure. WMCHHealth is requesting that responses include a proposed approach to the following services:

1. **Implementation Services** including proposed staffing from the respondent and expected staffing from WMCHHealth. WMCHHealth would like to understand the implementation approach the respondent is proposing for staged roll-out of application and for each hospital region. Timing, including application build and test, workflow redesign, and enterprise wide roll-out approaches are of keen interest to WMCHHealth. Respondents with compelling recommendations and experience will receive strong consideration.
2. **Application maintenance and support services** post go-live of the information systems. This includes routine updates and upgrades, break-fix services and user requested change management.
3. **Workflow analysis and change management support** for business functions. These services are intended to support required workflow redesign as WMCHHealth consolidates onto a common information system platform.
4. **Remote or Local Hosting and management of application and infrastructure.** WMCHHealth is requesting that respondents propose hosting and management of applications and infrastructure for the new portfolio of applications if available. Local hosting within the WMCHHealth environment can also be proposed if vendor does not offer remote hosting

1.3 Designated Contacts

State Finance Law Sections 139-j and 139-k (the “Procurement Requirements”) restrict communications between WMCHHealth and vendors responding to RFPs. EXCEPT AS OUTLINED BELOW, FROM THE DATE THIS RFP ISSUED UNTIL THE TENTATIVE AWARD AND APPROVAL OF ANY CONTRACT (THE “RESTRICTED PERIOD”) ALL COMMUNICATIONS

BETWEEN VENDORS AND WMCHHealth REGARDING THIS RFP, MUST BE CONDUCTED ONLY WITH REPRESENTATIVES IDENTIFIED BY WMCHHealth AS "DESIGNATED CONTACTS."

The Designated Contact(s) for this RFP are

John Moustakakis
Senior Vice President & CIO

Faraz Suhrwardy
Director of Quality Informatics

Peter J. Tesler, MD, MPH
Regional Medical Director,
Quality & Safety

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Faraz.Suhrwardy@wmchealth.org

Peter.Tesler@wmchealth.org

A. Exceptions: Permissible Contacts.

In certain limited circumstances, it is permissible for vendors to communicate with WMCHHealth representatives other than the Designated Contacts about the RFP. These Permissible Contacts include:

- Written complaints by a prospective vendor to WMCHHealth's General Counsel regarding the failure of WMCHHealth to timely respond to authorized contacts by vendors;
- Participation in RFP conferences or interviews;
- Negotiations following the tentative award of a contract;
- Requests to review the award of a contract; and
- Legal or administrative proceedings regarding the award of a contract.

B. Record of Contacts.

As required by § 139-k of the State Finance Law, WMCHHealth will record information about contacts with vendors during the Restricted Period. Information recorded by WMCHHealth will include but not be limited to the name, address, telephone number, place of principal employment and occupation of the person or entity making the contact. All recorded information concerning contacts made during the Restricted Period will become part of the procurement record for this RFP.

C. Responsibility of Proposer.

WMCHHealth will review whether vendors' contacts with WMCHHealth were made in accordance with the terms of this Section 1.3 or otherwise qualify as a Permissible Contact under the State Finance Law. A finding that a vendor has knowingly and willfully violated the terms of State Finance Law §§ 139-j and 139-k may result in a determination that such vendor is not a "responsible" proposer. Such a determination will be considered by WMCHHealth in its assessment of whether a vendor is qualified to perform the services described in this RFP.

D. Disclosure of Non-Responsibility.

All proposers must disclose to WMCHHealth, on the Disclosure of Prior Non-Responsibility Determinations Form attached hereto as **Attachment D**, any finding of non-responsibility made by a governmental entity within the previous four (4) years based on either impermissible contacts under § 139-j of the State Finance Law or the intentional provision of false or incomplete information to a governmental entity. Failure of any proposer to timely disclose a finding of non-responsibility or the submission of any intentionally false or incomplete information may result in the

rejection of a proposal, the cancellation of a contract award, or if such contract has been executed, the immediate termination of the contract.

E. Written Affirmation.

Each proposer must submit a written affirmation, in the form attached hereto as **Attachment E**, as to the proposer’s understanding and agreement to comply with WMCHHealth’s procedures relating to Permissible Contacts. The affirmation must be completed and signed by a corporate officer or Principal of the proposer. Proposals that do not contain a signed original affirmation will be rejected.

1.4 Key Events/Timeline

Event	Date(s)
RFP Release	7/31/18
Letter of Intent Due	8/7/18
Questions and Request for Clarification Due	8/14/18
Questions and Answers Distributed	8/21/18
<u>PROPOSAL DUE DATE</u>	8/29/18
Site Visits	<u>September-October</u>
Reference Calls	October-November
<u>Anticipated</u> Notice of Tentative Award	November-December
<u>Anticipated</u> Contract Start Date	January 2019

2. RFP Instructions

2.1 Letter of Intent

Vendors interested in responding to the RFP are **required** to submit a Letter of Intent to Propose to the Designated Contact(s) by **August 6, 2018**. Letters of Intent to Propose shall be non-binding. Please use any pro-forma letter of your choice.

2.2 RFP Questions and Clarifications

All questions or requests for clarification concerning the RFP shall be submitted in writing or via e-mail to the Designated Contact(s) by **August 9, 2018**. No questions or requests for clarification will be accepted by telephone. Questions submitted by vendors and all WMCHHealth responses will be distributed to all prospective proposers.

A Bidders Conference Call will be held on **August 23, 2018**. We will provide a conference bridge number to the prospective proposers who submit a Letter of Intent to Propose in advance of the call.

2.3 Addenda to RFP

In the event it becomes necessary to revise any part of this RFP or extend any deadline listed herein, WMCHHealth will issue addenda to the RFP, which will be posted on the Procurement Opportunities Page of the Westchester Medical Center website.

2.4 Cost of Proposals

Proposers shall not be reimbursed for any costs or expenses incurred in the preparation or submission of proposals or the attendance of RFP conference or interview. All costs associated with a proposer's response to this RFP shall be borne by the proposer.

2.5 Proposal Format and Content

Proposals should provide a straightforward complete and concise description of the vendor's capabilities to satisfy the requirements of the RFP. Proposals must state the assumptions made when preparing the proposal. Proposals must include but need not be limited to:

A. Title Page and Table of Contents.

- A title page that identifies the RFP for which the proposal is being submitted, states the proposer's name, and lists the name, address and telephone number of the proposer's contact person(s).
- A table of contents that identifies each numbered section of the proposal according to the proposal format set forth herein.

B. Transmittal Letter.

- A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by the individual or individuals authorized to bind the firm contractually. An unsigned proposal may be rejected. The letter shall include the following:
 - Transmittal letter must indicate the signer is so authorized to sign the proposal and the contract, and must include the title or position the signer holds in the proposer's firm.
 - If the signer is not the contact person identified on the title page, also include the address and telephone number of the authorized signatory.
 - A statement as to the willingness of the proposer's firm to enter into a contractual agreement containing, at a minimum, the terms and conditions set forth in **Attachment B** of this RFP. In accordance with Section 6 of this RFP, any exceptions to these terms and conditions must be explicitly stated in a separate section of the proposal.
 - A statement confirming that the proposer is the prime vendor and identify the proposer's partner(s).

C. Executive Summary.

- A concise (no more than one page) summary of key points of the proposal.

D. Proposer's Background and Experience.

- Provide a background description of the proposer's firm, including but not limited to the date the company was organized and, if proposer is a corporation, when and where it is incorporated.
- A history of the vendor's experience in implementation and support of EHR and ERP systems, remote hosting, and outsourcing.
- Please provide information regarding the "evolution" of the product version proposed.
- Examples of significant projects the vendor has completed in the area of EHR and ERP systems. Please include client sites of similar size and scope to WMCHHealth and indicate how long they have been your customer. Please provide three (3) references with contact information.
- Include a list and references of Academic Medical Centers, and multi-hospital systems.
- A list of organizations with which your firm or principals thereof have been involved in litigation (for any reason), the nature of the litigation, the outcome of the litigation, and if there is any pending litigation with your organization.
- Include a list of vendors that you have formally converted from multiple credentialing systems to one centralized credentialing system.

- Include a list of vendors that you have formal partnership relationships with including patient monitoring devices, IV pumps, and the like.
- Include a list of hospitals and references that have converted to your system from:
 - Midas
 - Cactus

E. Staffing Proposal.

- A staffing proposal that includes a list of staff who will participate in the project, showing the role of each and their level of effort and qualifications.

F. Statement of Methodology.

- A written description of the vendor's understands of, and methodology or approach to, the scope of services described herein. Proposers should elaborate, as appropriate, on the tasks listed in the Scope of Work.
- A proposal schedule for completing the scope of work that is itemized by task and includes a timeline of significant milestones. The schedule should outline the sequencing, overlapping, and interdependence of the individual tasks. Please note that WMCHHealth is looking for a rapid implementation plan.
- A proposed implementation strategy and approach and your rationale for the proposed strategy. For example, should WMCHHealth implement the clinicals first at each hospital in a "big bang" approach, or stagger the clinicals on a hospital-by-hospital basis? Should revenue cycle be implemented at the same time as the clinicals? Please provide client samples and references with the strategy and approach you recommend.

G. Cost Proposal.

- Please complete Attachment A – Cost Proposal



- The fee proposal must be submitted in the proposer's package in a separate, clearly marked, sealed envelope. The fee proposal must be labeled "**Credentialing Information System Fee Proposal.**" Fee proposals will not be opened until all responses have been initially evaluated. Although proposed fees will be taken into account, WMCHHealth reserves the right to negotiate a lower or different fee structure with any proposer that is tentatively selected. The fee proposal must include an analysis, in as much detail as possible, of the components of compensation you propose to receive in connection with your provision of services under this RFP with subtotals by task and phase of work. The analysis shall include:
 - Estimated number of hours for each member of the vendor's team and each sub-consultant firm, if any, by task, phase, and hourly rate;
 - A list of anticipated potential contingencies and reimbursable expenses, subtotaled for each phase of the project;
 - The total estimated fee for completion of the services;
 - Please include separate sections for Hardware, Software, and Professional services (include Implementation/Training/Go-Live Support, customizations). Please outline one time and ongoing maintenance costs for all of the items included in this section;
 - Please break out any "value added" items that are included in your fee;
 - Description of any additional services not included in the proposed fee;
 - Any reduced fees offered to other private or public health care entities;

- Fees for a remote hosted solution;
- Fees for outsourcing services.

H. Conflicts of Interest.

- A statement describing any financial interest of any employee, officer, or director of, and no physician or physician practice affiliated with, WMCHHealth in proposer's firm. A "financial interest" shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or "in kind" compensation; (b) any gift of more than nominal value; (c) service as an officer or director of vendor whether or not remuneration is received for such service; or (d) an ownership interest in vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest.
- A statement describing any potential conflict of interest or appearance of impropriety, relating to other clients of proposer's firm, or employees of WMCHHealth or New York Medical College, that could be created by providing services to WMCHHealth.
- Indicate whether any owner, officer, or employee of proposer's firm has served as an officer of, or has been employed by WMCHHealth during the previous twelve (12) month period.
- Indicate what procedures will be followed to detect and notify WMCHHealth of, and to resolve any conflicts of interest.
- Indicate any pending litigation and/or regulatory action brought by any oversight body or entity that could have an adverse material impact on the proposing firm's ability to serve WMCHHealth.
- Indicate if the firm has ever had a contract with any governmental entity terminated for any reason, and if so, provide an explanation.

I. Attached Forms.

- All proposals must include completed copies of the forms annexed or linked hereto as **Attachments A, D, E, F, G and H.**

2.6 Submission of Proposal

Proposers must submit **three (3)** hard copies, and **one electronic copy** on a flash drive, of their proposal no later than **4:00 PM Eastern Standard Time on August 29, 2018.** Proposals received after this time and date will not be considered. WMCHHealth is not responsible for any internal or external delivery delays that may cause a proposal to arrive at the prescribed address after the deadline.

Attachments exceeding the 10MB limit will be rejected by WMC's e-mail system. Proposers are required to provide electronic copies on flash drives.

All hard copies of the proposals shall be enclosed in sealed envelopes or boxes bearing labels that clearly state: (i) the name of the proposer; (ii) the proposer's address; and (iii) the title of the RFP. Proposals may be delivered by hand, by U.S. mail, or by express mail via a nationally-known overnight service.

Hard copy proposals with an electronic copy on a flash drive must be submitted to:

**WMCHHealth
Executive Offices at Taylor Pavilion
Office of Legal Affairs
100 Woods Road
Valhalla, New York 10595**

3. Administrative Information

3.1 Method of Award

The award will be made on the basis of best value (the proposal which optimizes, quality, cost, and efficiency) to the most responsive and responsible proposer as determined in the evaluation process. The contract will not be awarded solely on the basis of lowest cost. Instead, the award will be made to the respondent(s) whose proposal receives the highest overall evaluation score based on the criteria stated herein.

All proposals received in accordance with Section 2.6 will be reviewed and evaluated. Incomplete proposals and proposals that do not meet the minimum requirements may be rejected in the sole discretion of WMCHHealth.

Proposers may be requested by WMCHHealth to clarify contents of their proposals. Other than to provide such information as may be requested by WMCHHealth, including but not limited to best and final offers, no proposer will be allowed to alter its proposal or add new information after the final submission date and time.

3.2 Reservation of Rights

WMCHHealth reserves the right to:

- Reject any or all proposals received in response to the RFP;
- Withdraw the RFP at any time, at the agency's sole discretion;
- Make an award under the RFP in whole or in part;
- Pursue any or all of the services described herein from alternate sources;
- Disqualify a proposer whose conduct and/or proposal fails to conform to the requirements of the RFP;
- Seek clarifications and revisions of proposals;
- Require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposer's proposal and/or to determine a proposer's compliance with the RFP requirements;
- Prior to the opening of proposals, amend the RFP specifications to correct errors or oversights, or to supply additional information about the services sought as such information becomes available;
- Prior to the opening of proposals, direct proposers to submit proposal modifications addressing subsequent amendments or addenda to the RFP;
- Change any date set forth in this RFP;
- Waive any informalities or any non-material requirements of the RFP;
- Negotiate with the successful proposer within the scope of the RFP in the best interests of WMCHHealth;
- Require proposers to submit best and final offers ("BAFOs");
- Award contracts to more than one successful proposer;
- Negotiate with selected proposers prior to contract award;
- Make any payment contingent upon the submission of specific deliverables; and
- Require that all offers be held open for a period of 120 days unless otherwise expressly provided for in writing.

3.3 Confidentiality of Proposals

Confidential, trade secret, or proprietary materials must be clearly marked and identified as such upon submission by the proposer. Proposers must provide specific justification as to why disclosure of particular information in the proposal would cause substantial injury to the competitive position of the proposer.

Properly identified information that has been designated confidential, trade secret, or proprietary by the proposer will not be disclosed except as may be required by the Freedom of Information Law or other applicable state or federal laws. In the event that WMCHHealth determines that the law requires that confidential information be disclosed, WMCHHealth will notify the proposer so that it may take whatever steps it deems appropriate.

3.4 Non-Discrimination Policy

It is the policy of WMCHHealth to comply with all federal, state, and local laws, policies, orders, rules and regulations that prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability, or marital status and to encourage the meaningful and significant participation at all levels (proposer, Subcontractor, Suppliers and others) for business enterprises owned by persons of color and women – Minority Business Enterprise (MBE) and Women Business Enterprise (WBE).

The proposer is encouraged to use its reasonable efforts to encourage, promote, and increase participation of business enterprises owned and controlled by persons of color or women (MBE/WBE) in the services sought by this RFP and to develop a policy to efficiently and effectively monitor such participation.

4. Evaluation Factors for Awards

4.1 Proposal Evaluation - Overview

The ability to perform the requested services is most important in the evaluation proposals. Proposals will be evaluated based on functional, technical, financial, customer satisfaction, ongoing maintenance and support, implementation and training, value added services and overall vendor performance factors as described below. Please include responses to the various Evaluation Sections so we can rate your product and services accordingly. In addition, proposals will be evaluated for: existing or potential conflicts of interests, financial and operational stability, as well as adequacy and completeness. WMCHHealth reserves the right to disqualify a proposer if, in WMCHHealth's sole opinion, the proposal does not satisfy any or all of the evaluation criteria.

4.1.1 Functional Evaluation

Overall, the proposed systems/solutions must have a proven record of use as a centralized credentialing system in a multi-facility health network, be user friendly for the staff, offer advanced management reporting and analytics capabilities

Also provide a description of the "out-of-the-box" functionality that is delivered and what can or cannot be modified or customized. Provide supporting documentation and client samples of modifications and customizations, i.e., how much "build" is required by WMCHHealth to implement the system.

Please provide information and a description of the database management system used, its structure and how the applications are integrated. Include a schematic. Please identify any application that is not integrated and has its own database; and how those applications are interfaced with the others.

Please refer to Attachment H – Functional Requirements. This contains a list of high-level requirements that WMCHHealth expects to be part of the new system. When completing Attachment H, if a function/requirement is not available, please provide a description of any planned development or when the function/requirement will be available. Also provide supporting material that show the system's strengths in the areas listed in Attachment H.

4.1.2 Remote Hosting Requirement

WMCHHealth requires its applications be operated in a HITECH-enabled, HIPAA compliant and ISO 9001:2008 & 13485:2003 certified locations. Please provide a description of your remote hosted option including its location; the number of clients; staffing; sample SLAs; and other supporting documentation. Please include the fee structure in the Cost Attachment A.

4.1.3 References and Reference Calls

WMCHHealth may at its option and its sole discretion, conduct reference calls with two or three clients who are similar to WMCHHealth in size, services provided, and complexity. The reference calls will be conducted by various focus groups with their counterparts at the reference hospital. We will provide you a list of questions before we conduct the calls. **Please be prepared to schedule the calls, if any are requested, between October 2018 and November, 2018.**

Please provide a list of three references that are similar to WMCHHealth, in which the system reflects both teaching and community hospitals with varying delineations of privileges. Please include the following information:

- Organization Name and Location
- Size and Type of Facility (number of hospitals/beds, employees, revenues)
- Name and Release Version of Solution Installed
- Solution Live-dates
- Previous System Environment
- Nature of Relationship between Vendor and Reference Site (i.e., partner, beta site)
- Individual who will have sufficient experience to speak knowledgeably concerning such issues as the implementation process, product functionality, vendor support, and documentation and training:
 - Name:
 - Title:
 - E-Mail Address:
 - Phone number

4.1.4 Site Visit(s)

WMCHHealth may, at its option and its sole discretion, send a select team of key stakeholders to a site to observe the system in operation. Multiple site visits may be necessary. **Please be prepared to schedule the site visit, if a visit is requested, between September 2018 and October 2018.**

To facilitate the aggressive timeline of this selection process, vendors are requested to begin planning potential site visit and reference customers as early as possible. Site visit and reference customers must currently have the proposed applications in production at their location and be similar to WMCHHealth in scope, size, and complexity.

4.1.5 Technical Evaluation

Please provide server and desktop requirements for your solution. The technical evaluation assesses the merits of a proposal by evaluating the following criteria:

- Overall architecture as it addresses performance, system maintenance, points of failure, recovery mode and other industry gold standards.
- Support of VMware Environment.
- Fit within WMCHHealth's Disaster Recovery Strategy. Please provide an explanation and examples of how you match your technology requirements with a client's disaster recovery strategy.
- Support enabling technologies such as mobile solutions, single sign-on. Please provide detail examples.
- Support interoperability with HIE and RHIOs. Please provide detail examples.

4.1.6 Cost Evaluation

Cost proposals will be evaluated based on the following factors:

- Initial upfront (capital) cost.
 - Software, hardware, implementation
 - Upload of data from existing credentialing systems to one unified cloud solution
- Recurring maintenance costs.

- Seven year total cost of ownership.
- Value added items that differentiate your proposal from others by providing products and services above the basic scope of work. For example:
 - Vendor agrees to be at risk for negative impacts the system conversion on WMCHHealth’s Accounts Receivable
 - Performance guarantees

4.1.7 Ongoing Maintenance and Support

Please provide a profile of your maintenance abilities as they relate to the support capabilities of your organization, for this particular product. Please include:

- Service Level Agreements for troubleshooting problems, by priority.
- A description of support locations, escalation processes, etc.

4.1.8 Implementation Services and Training

Please identify your implementation partner and provide information of their experience with similar clients as WMCHHealth. Please provide detail in your proposal that will specifically address the following:

- WMCHHealth is looking for a fixed fee implementation proposal. The vendor should be prepared to do “whatever it takes” to get the project done successfully. Also provide your recommended implementation approach:
 - “Big Bang”
 - Staggered by hospital
 - Staggered by application group
 - What files do you recommend that WMCHHealth convert to the new system and why?
- Number of hours to be expended by vendor in Training of Staff.
- Describe your training methodology and recommendations for WMCHHealth. Please consider the magnitude and complexity of the organization (see information in Background Sections), the number of FTEs and locations, the required IT staffing of WMCHHealth, and the implementation strategy and sequencing that you propose. Also provide samples of training materials, training locations, your training “philosophy”, and lessons learned. Please provide detail information on the following topics:
 - Train-the-trainer
 - Onsite vs. remote
 - Web-based training
 - Tools used for training
 - Recommended facilities/training rooms and technology requirements for training
- Number of days/hours and number of staff involved in Go-Live Support.
- Effort by vendor to follow up post Go-Live to assure Optimal Use of the System.

4.1.9 Value Added Services

Please provide any value added services that will differentiate your proposal from others. Examples are:

- Unlimited “hand holding” services until project is successful.
- Annual optimization study that will assure WMCHHealth Staff is using System optimally.

- Annual pool of hours to be used by WMCHHealth towards customizations or out of scope work or additional training.
- Discounts for hosting site visits as a premier/reference site.

4.1.10 Overall Vendor Performance

This is a category that WMCHHealth will assess focusing on vendor vision, position in the market place, future product development and evolution in the credentialing world. Please provide appropriate information for our review including:

- Experience with remote hosting, outsourcing, and working with your implementation partner.
- Your vision for the future of healthcare and how your firm and products will help improve patient care, advance population health, and provide overall interoperability within the industry
- What is your philosophy and spend rate on R&D
- What have you learned from the past with similar clients like WMCHHealth that you can use to assure a successful implementation and conversion

4.1.11 Notification of Award

Successful proposer(s) will be advised by the WMCHHealth through a letter of tentative award.

5. Scope of Work

5.1 Objectives and Responsibilities

The Credentialing system should be user friendly for the staff, provide advanced provider management, one stop online application for appointment and reappointments along with reporting capabilities and should provide easy to use functionality.

WMCHHealth will require the credentialing system to be implemented using a fast track methodology. This is a request for a proven, rapid implementation timeframe. Please respond to this request and provide the appropriate timeline and milestones to accomplish.

We expect the vendor of choice to provide a fixed fee implementation approach and to take ownership of the project to assure a timely and successful implementation.

5.2 Deliverables

WMCHHealth will assume responsibility for site preparation (cabling, network connectivity, etc.) but expects the vendor of choice to be specific in their configuration of the System. The successful Proposer will be expected to supply deliverables which shall include but not be limited to:

A. Technical Configuration:

Hardware

Please include specifications for both “server” and workstation related equipment necessary for a remote or locally hosted option. All associated hardware that comprises the System Platform need to be listed, such as interface servers, database servers, etc. Please include both local and hot site redundancy in the “server” hardware. Please note that WMCHHealth currently has a Hot Disaster Recovery Site. The system data is duplicated to the hot site and through the use of VMWare.

Please be advised that WMCHHealth will exercise the right to purchase hardware from other vendors if the hardware is not proprietary.

Software

Please include:

- Implementation services.
- Software installation and testing.
- Third party software as needed.

B. Professional Services:

- Design and project management services.
- System build services.
- Data migration services.
- Interface Development – WMCHHealth uses disparate platforms as outlined earlier. Please specify the interfaces that will be needed for this design
- Training services for system administration and special functions and user training.
 - Discuss your approach, train the trainer vs direct user training. WMCHHealth would prefer direct user training. Please indicate the location of the training to take place i.e. on site, off site classroom setting, webinar or CBT.
- Go-live support services.
- Optimization follow up, post go-live.

6. Contract Overview

6.1 Contract Provisions

The contract will incorporate provisions of this RFP and portions of the successful proposal to which WMCHHealth agrees. The final contract will also include the WMCHHealth Standard Terms and Conditions set forth in **Attachment B** and WMCHHealth’s Travel and Expense Policy for Vendors as set forth in **Attachment C**, and any applicable riders or other information deemed appropriate by WMCHHealth. The properly executed contract shall supersede all proposals, whether written or oral, and any and all negotiations, conversations, and discussions prior to execution of the contract.

The contract will also contain “at risk” provision to assure minimal impact with converting revenue cycle.

Final contracts executed pursuant to this RFP shall be subject to WMCHHealth’s procurement, purchasing, and contracting policies and procedures and the negotiation, review, and approval of WMCHHealth’s Office of Legal Affairs. Any final Agreement shall also require the approval of WMCHHealth’s IT security committee and may require cyber security protections and contract provisions meeting the committee’s approval.

WMCHHealth reserves the right to, and may at its option and in its sole discretion enter into a single network agreement with the successful proposer or enter into separate agreements for between the successful proposer and each WMCHHealth entity.

6.2 Term of Contract

The proposed term for implementation or other professional services provided pursuant to any agreement executed pursuant to this RFP is a period of seven (7) years. The term of any software license granted under an agreement executed pursuant to this RFP may be perpetual. Any contract is subject to WMCHHealth Board Approval.

6.3 Acceptance of Terms and Conditions

Vendor must acknowledge that it has read the WMCHHealth Standard Terms and Conditions, as set forth in **Attachment B**, and that it understands and agrees to be bound by the same, with noted exceptions. Vendor must provide a separate document of exceptions, if any, taken to the WMCHHealth Standard Terms and Conditions. Each exception must reference a specific numbered paragraph of the Standard Terms and Conditions. Vendor shall state a proposed alternative to each exception taken when stating that the term or condition is “unacceptable.” Any exceptions to WMCHHealth Standard Terms and Conditions may disqualify a vendor’s proposal.

6.4 Disposition of Proposals

All proposals received by the due date become the property of WMCHHealth and shall not be returned. Any successful proposal may be incorporated into the resulting contract and will become public record. Any proposals received after the due date will be returned to the proposer unopened.

Attachment A Cost Proposal - WMCHHealth Network RFP 7.30.2018 posting

WMCHHealth - Physician Credentialing System RFP
Vendor:
Attachment A - Cost Proposal

All estimates should reflect the cost of a remote hosted, highly available solution

Software

A. System Software Costs

Defined as costs to intall and run your system, including Operating System costs, Please list the requirements

Name of System	Version	One-Time Cost	Annual Costs							Seven Year Total Cost	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
			\$ -								\$ -
											\$ -
Subtotal System Software Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment A Cost Proposal - WMCHHealth Network RFP 7.30.2018 posting

B. Software Application Costs

Defined as costs to purchase the modules you are proposing. Please list other applications not listed that you believe should be included.

Name of Application	Version	One-Time Cost	Annual Costs							Seven Year Total Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
										\$ -
										\$ -
Subtotal SW Application Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

C. Third-Party Software Costs

Defined as costs to purchase any needed licenses or subscriptions from third-party vendors. Please list each application separately.

Name of Application	Version	One-Time Cost	Annual Costs							Seven Year Total Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
										\$ -
										\$ -
Subtotal SW Application Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment A Cost Proposal - WMCHHealth Network RFP 7.30.2018 posting

D. Communication Software Costs

Defined as costs to purchase software required for your recommended network configuration.

Name of Application	Version	One-Time Cost	Annual Costs							Seven Year Total Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
										\$ -
Subtotal Communication SW Purchase Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Hardware

E. System Hardware Purchase Costs

Defined as the costs to purchase the hardware required to install and run the system you are proposing. This should include storage subsystems, storage, and any other required infrastruc

Item (include quantity & unit cost)	Make/Model	One-Time Cost	Annual Costs							Seven Year Total Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
										\$ -
										\$ -
										\$ -
Subtotal System HW Purchase Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment A Cost Proposal - WMCHHealth Network RFP 7.30.2018 posting

F. Communications Hardware Purchase Costs

Defined as costs to purchase hardware required for your recommended network configuration.

Item (include quantity & unit cost)	Make/Model	One-Time Cost	Annual Costs							Seven Year Total Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
										\$ -
Subtotal Communications HW Purchase Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Start-Up Support

G. Implementation Costs

Defined as costs to implement your solutions, including software design, build and installation, testing, training, travel expenses and other expected expenses.

Task (Include Training and Travel)	Do Not Use These Two Columns		One-Time Costs							Seven Year Total Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Implementation Services			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
										\$ -
Workflow Analysis and Change Management Support										
Total Implementation Costs			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Attachment A Cost Proposal - WMCHHealth Network RFP 7.30.2018 posting

H. Interface Costs

The following is a list of applications that WMCHHealth may consider interfacing. A decision will be made as to which systems will be interfaced once the VOC is selected and the scope of applications and implementation strategy is determined.

Applications For Possible Interfacing	Do Not Use	One-Time Cost	Annual Costs							Seven Year Total Cost	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
WMC Applications			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MIDAS+ Care Management											
Cerner Invision											
Mid-Hudson Applications											
Meditech											
Midas+ Care Management											
Bon Secours Charity Applications											
EPIC Enterprise Solution											
Health Alliance											
McKesson Paragon											
Midas+ Care Management											
Total Interface Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

I. Conversion Costs

Defined as costs to migrate data from existing applications to your solution.

Task (Recommend Source System)	# Years Data	One-Time Cost	Annual Costs							Seven Year Total Cost	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EMPI (Enterprize Master Physician Index)											\$ -
Other (please list your recommendations)											
Total Conversion Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

J. Remote Hosting Costs and Management of Applications and Infrastructure

Please specify remote hosting costs. Include anticipated hardware refreshes and major upgrades.

Task	Do Not Use	One-Time Cost	Annual Costs							Seven Year Total Cost	
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7		
			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
											\$ -
											\$ -

Attachment A Cost Proposal - WMCHHealth Network RFP 7.30.2018 posting

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K. Interim Support of Legacy Applications and Systems

Please specify any other costs not listed above.

Task	Do Not Use	One-Time Cost	Annual Costs							Seven Year Total Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	

L. Other Costs

Please specify any other costs not listed above.

Task	Do Not Use	One-Time Cost	Annual Costs							Seven Year Total Cost
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
Total Other Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Total All Costs		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
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WMC Internal Staff Resources

M. Implementation and Support Requirements

Based on information provided in RFP, please estimate your recommended WMC FTEs to participate in the implementation and support the system post go-live, assuming an outsourced, remote hosted environment. WMC desires to have WMC employees in analyst and user support roles onsite.

Staff/Skillset Category	Do Not Use	These Two Columns	Estimated FTEs by Year							Do Not Summarize
			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	
(LIST ALL STAFF HERE)										

Attachment A Cost Proposal - WMCHHealth Network RFP 7.30.2018 posting

Total FTE Requirements			0.0	0.0	0.0	0.0	0.0	0.0	0.0	
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WMCHHealth Standard Terms and Conditions - Attachment B

ARTICLE I DEFINITIONS

- 1.1. Agreement. "Agreement" shall mean the written agreement between WMCHHealth and the successful proposer, if any, awarded provide, implement, and support a comprehensive and integrated enterprise Physician Credentialing System" services sought by this RFP.
- 1.2. Services. "Services" shall mean provision, implementation, and support of a comprehensive and integrated enterprise Physician Credentialing System as may be offered by Vendor to WMCHHealth as part of a proposal submitted in response to this RFP.
- 1.3. Vendor Representative. "Vendor Representative" shall mean all employees, Vendors, agents, subcontractors or representatives of Vendor providing Services on behalf of Vendor at any WMCHHealth site.

ARTICLE II SERVICES AND PAYMENT

- 2.1. Services. All Services shall be performed in a manner consistent with the generally recognized standards of persons regularly engaged in providing such services. Vendor warrants to the WMCHHealth that any Services performed and any materials used by Vendor in connection with the Services shall be free from defects in workmanship and/or materials and agrees that any damage arising from any breach of this warranty shall promptly be remedied by Vendor at its sole expense.
- 2.2. Conduct. All Vendor Representatives shall, at all times while present at the WMCHHealth campus, comply with WMCHHealth rules and regulations and the lawful directives of WMCHHealth security personnel and WMCHHealth administration. Vendor Representatives shall, at all times while present at the WMCHHealth campus, conduct themselves in accordance with WMCHHealth Policies and Procedures, including the WMCHHealth Code of Conduct, Sexual Harassment Policy, and Anti-Discrimination Policy. The Vendor shall promptly remove from the WMCHHealth campus any Vendor Representative whose conduct the WMCHHealth reasonably determines to be objectionable.
- 2.3. Representative Access. WMCHHealth reserves the right to require and Vendor shall upon the request of WMCHHealth ensure that any Vendor Representative that will have access to clinical areas of WMCHHealth's facility shall undergo a pre-placement assessment of health status to make certain that they are free from health impairment which is of potential risk to patients and personnel as indicated by a recorded medical history, physical examination, immunizations and laboratory testing.
- 2.4. Background Check. Vendor further agrees that all Vendor Representatives assigned to WMCHHealth hereunder will be subject to a background check substantially similar to the inquiries made by the WMCHHealth with respect to its own employees and that the WMCHHealth has the right to deny any Vendor Representative access to its facilities based on the results of such inquiry.
- 2.5. Ownership of Records. All records compiled by Vendor in providing and completing the Services, including but not limited to written reports, studies, computer protocols, graphs, charts and all other similar recorded data, shall become and remain the property of the WMCHHealth. Vendor may retain copies for its own use, all of which shall be subject to all confidentiality requirements set forth herein.
- 2.6. Payment Terms. WMCHHealth shall pay all properly submitted and undisputed invoices for the Services within ninety (90) days from the date WMCHHealth receives an invoice. All invoices must reference the Contract Number and are to be addressed to WMCHHealth, at WMCHHealth address provided in each purchase order, to the Attention of the Accounts Payable Department.
 - 2.6.1. Implementation Fees. WMCHHealth shall pay implementation fees on a milestone basis within ninety (90) days from the date WMCHHealth receives an invoice.
 - 2.6.2. License Fees. Payment of license by WMCHHealth in accordance with the payment terms set forth above shall commence following first productive use of the software.

- 2.7. Expenses. Vendor shall invoice the WMCHHealth only for expenses incurred as a direct result of performing the Services in accordance with this Agreement (“**Expense Fees**”), provided, however, that WMCHHealth’s obligation to reimburse Vendor for Expense Fees shall be subject to WMCHHealth’s Travel and Expense Policy for Vendors, attached to this RFP as **Attachment C** and made a part hereof. Such expenses shall be limited to reasonable out-of-pocket expenses necessarily and actually incurred by Vendor in the performance of its Services hereunder, provided, that: (i) the WMCHHealth has given its prior written consent for any such expenses; (ii) the expenses have been detailed on a form acceptable to the WMCHHealth and submitted to the appropriate WMCHHealth project manager for review and approval; and (iii) if requested by the WMCHHealth, Vendor submits supporting documentation in addition to the approved expense form.
- 2.8. Interest and Other Charges. Any references in any Vendor quotation, invoice or agreement to interest charges, late fees, restocking fees or cancellation charges shall be excluded from and superseded by the Agreement.
- 2.9. Taxes. WMCHHealth and its facilities are exempt from local, state, and federal taxes (including local and state sales or use taxes). Upon request, WMCHHealth will furnish evidence of such tax-exemption. WMCHHealth shall not be charged or subject to, and shall not pay, any tax, tariff, duty, cost or expense imposed by any taxing authority outside the United States of America and any such tax, tariff, duty, cost, or expense shall be the sole responsibility of the Vendor.

ARTICLE III TERM AND TERMINATION

- 3.1. Term. The Agreement shall commence on the Effective Date of the Agreement and shall continue for a period of seven years unless earlier terminated in accordance with this Article III.
- 3.2. Termination for Cause. Either Vendor or WMCHHealth shall have the right to immediately terminate the Agreement in its entirety in the event of a material breach of the terms of the Agreement by the other party which is not cured within thirty (30) calendar days following receipt of written notice specifying the breach.
- 3.3. Termination Without Cause. Either Vendor or WMCHHealth shall have the right to terminate the Agreement in its entirety without cause by providing the other Party at least sixty (60) days prior written notice.
- 3.4. Insolvency. If either Party shall be declared insolvent or shall make an assignment for the benefit of creditors, or if a receiver or trustee shall be appointed of, or for, either Party’s property or business, the Agreement may be terminated, at the other Party’s option, without liability hereunder.
- 3.5. Remedies. Termination by either Party pursuant to the terms of this Article III, whether for default or otherwise, shall be without prejudice to any claims for damages or other rights against the other Party that arose prior to termination.
- 3.6. Disruption of Patient Care. Notwithstanding the foregoing or any other Agreement between the Parties, if Vendor terminates the Agreement or any provision hereof and such termination, based on the reasonable, good faith determination of WMCHHealth, would likely result in the disruption of patient care, upon written notice from WMCHHealth as to such likely disruption, Vendor shall continue to provide the Services purchased hereunder and receive compensation, as specified in the Agreement or applicable purchase order and in accordance with Article II hereof, until WMCHHealth has secured an alternate supplier of comparable or substantially similar goods, but in no event shall such continued provision of the Services exceed a period of one hundred and twenty (120) days from Vendor’s receipt of WMCHHealth’s notice.

ARTICLE IV GENERAL PROVISIONS

- 4.1. Confidentiality. For purposes of this Section 4.1 “Confidential Information” shall mean any and all proprietary information, customer lists, patient information, customer purchasing requirements, prices, trade secrets, know-how, processes, documentation and all other information without limitation which is not generally known to, or readily ascertainable by proper means, by the public or which might reasonably be considered confidential, secret, sensitive, proprietary or private to either the Vendor or WMCHHealth.

- 4.1.1. In performing their respective obligations under the Agreement, the Vendor and WMCHHealth may come into contact with, be given access to, and, in some instances, contribute to each other's Confidential Information. In consideration of permitting the Vendor and WMCHHealth to have access to each other's Confidential Information, during the term of the Agreement, the Vendor and WMCHHealth agree that they will not disclose to any third party any Confidential Information of the other Party, except as provided in Section 4.1.3, without the other Party's prior written consent. The Vendor and WMCHHealth shall only make the Confidential Information of the other Party available to its employees, auditors, attorneys or other professionals or Vendors hired by such Party in the ordinary course, to the extent that their duties, requirements, or contract for services require such disclosure, and agree to take appropriate action by instruction or agreement with such individuals permitted access to the Confidential Information to satisfy the obligations under this Section.
- 4.1.2. The provisions of this Section will not apply to information: (i) developed by the receiving Party without use of, or access to, the disclosing Party's Confidential Information; (ii) that is or becomes publicly known without a breach of the Agreement; (iii) disclosed to the receiving Party by a third party not required to maintain such information confidential; or (iv) that is already known to the receiving Party at the time of disclosure. The provisions of this Section 4.1.2 shall not apply to "Protected Health Information" as that term is defined in the Health Insurance Portability and Accountability Act of 1996 and its related regulations, 45 C.F.R. Parts 160 and 164.
- 4.1.3. If any law, governmental authority or legal process requires the disclosure of Confidential Information, the subject Party may disclose such information, provided, that, the other Party is notified of the disclosure.
- 4.2. Disclosure of Protected Health Information (PHI). The Parties shall comply in all respects with the provisions of the Health Insurance Portability and Accountability Act of 1996 "HIPAA" and all regulations promulgated thereunder. The Parties further agree to comply with the Standards for Privacy of Individually Identifiable Health Information, hereinafter "Privacy Regulations", including the "Business Associate" provisions stated therein. Vendor shall maintain all patient-related information to which it has access in performing hereunder, including but not limited to medical records (collectively, "Confidential Patient Information"), in the strictest confidence in accordance with all applicable laws and regulations. Without limiting the foregoing, Vendor represents that it shall execute and comply with a Business Associate Agreement executed by the Parties, a copy of which is attached hereto as Schedule B-1.
- 4.3. Business in Confidence. Neither Party shall, without first obtaining the written consent of the other Party, advertise or publish the fact that Vendor has contracted to provide, or WMCHHealth has contracted to purchase, the Services that are the subject of the Agreement.
- 4.4. Publicity and Trademarks. Each Party will not, and will cause its affiliates not to, use the name or any trademark or service mark of the other Party or any of its affiliates without the prior written consent of the other Party.
- 4.5. Financing Statements. The Vendor acknowledges and agrees that the filing of any financing statement under the Uniform Commercial Code in connection with any transaction related to the Agreement is expressly prohibited unless such filing is agreed to in writing by the Chief Financial Officer of WMCHHealth or such filing is for notification purposes with respect to custodial or other arrangements not intended as a secured transaction in which case such financing statements must expressly state: "This financing statement is filed for notice purposes only and the filing thereof shall not be deemed to create, or to constitute evidence of, a security interest under the Uniform Commercial Code."
- 4.6. Safe Harbor Discount. Each Party agrees to comply at all times with the regulations issued by the United States Department of Health and Human Services published at 42 C.F.R. Part 1001, and which relate to the Vendor's obligation to report and disclose discounts, rebates, and other reductions to WMCHHealth Services purchased under the Agreement. Where a discount or other reduction in price of the Services is applicable, the Vendor agrees to comply with the requirements of 42 U.S.C. §1320a-7b(b)(3)(a) and the "safe harbor" regulations regarding discounts or other reductions in price set forth at 42 C.F.R. §1001.952(h). In this regard, the Vendor will satisfy any and all requirements imposed on sellers by the safe harbor and WMCHHealth will satisfy any and all requirements imposed on buyers by the safe harbor.

- 4.7. Government Health Program Participation. Each Party represents that it has not been excluded from participating in any “federal health care program,” as defined in 42 U.S.C. § 1320a-7b(f), or in any other federal or state government payment program and that it is eligible to participate in the foregoing programs. If either Party is excluded from participating in, or becomes otherwise ineligible to participate in, any such program during the term of the Agreement, such Party will notify the other Party of that event within thirty (30) days. Upon occurrence of that event, whether or not such notice is given, either Party may terminate the Agreement effective upon written notice to the other Party.
- 4.8. Debarment. The Vendor represents that (a) it has not been convicted of a criminal offense related to health care; (b) it is not currently listed by a federal agency as debarred or otherwise ineligible for participation in federally funded programs; and (c) it is not currently listed by the State of New York, any political subdivision of the State of New York or any public benefit corporation or public authority as debarred, excluded or otherwise ineligible to contract with such public entity. The Vendor shall promptly notify WMCHHealth, in writing, of any change in this representation during the term of the Agreement. Such change in circumstances shall constitute cause for which WMCHHealth may terminate the Agreement pursuant to Article III. For purposes of this Section 4.8, the Vendor is defined as the entity entering into the Agreement, and/or its principals, employees, directors and officers and owners, provided, however, that, if the Vendor is publicly traded, the term “Vendor”, for the purposes of this Section, shall not include persons owning publicly traded shares of Vendor).
- 4.9. Personal Inducements. The Vendor represents and warrants that no cash, equity interest, merchandise, equipment, services or other forms of remuneration have been offered, shall be offered or will be paid or distributed by or on behalf of the Vendor to WMCHHealth or the New York Medical College or any physician or physician practice privileged or affiliated with either of them and/or the employees, officers, or directors of any of the foregoing and their immediate family members as an inducement to purchase or to influence the purchase of Services by WMCHHealth from the Vendor. In addition to any other remedy to which WMCHHealth may be entitled and any other sanction to which a Vendor may be liable for a breach of the foregoing representation and warranty, WMCHHealth, at its option, may declare any agreement between the Vendor and WMCHHealth null and void.
- 4.10. Compliance with Laws and Regulations. In the performance of their duties and obligations hereunder, each Party warrants that it shall comply with all applicable federal and state laws and regulations, including without limitation the Federal Food, Drug and Cosmetic Act, the Prescription Drug Marketing Act, equal-opportunity laws, and fraud and abuse laws. The Vendor further warrants that all Services purchased pursuant to the Agreement will conform and comply with all applicable provisions of governing laws, ordinances, rules and regulations. The Vendor shall obtain and maintain in full force and effect during the term of the Agreement all licenses, permits, certificates and accreditations as may be required by law or regulation. The Vendor agrees that in the event it receives any written notice of non-compliance with any statute or regulation from any federal or state agency that may materially affect the Vendor’s performance hereunder, the Vendor will promptly notify WMCHHealth in writing of the receipt of such notice and the nature of such notice.
- 4.11. Access to Books and Records. To the extent required by law, WMCHHealth and Vendor agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Vendor further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to the Agreement, the Vendor shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, the Agreement and the books, documents and records of the Vendor that are necessary to verify the nature and extent of the costs charged to WMCHHealth hereunder. The Vendor further agrees that if Vendor carries out any of the duties of the Agreement through a subcontract with a value or cost of ten thousand dollars (\$10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

- 4.12. Governing Law and Venue. The Agreement shall be construed, and its performance enforced, under New York law without regard to conflicts of laws principles. The exclusive venue for the purposes of any action, suit or proceeding related to or arising directly or indirectly out of the Agreement shall be in the New York Supreme Court located in Westchester County, New York or the United States District Court for the Southern District of New York. To the fullest extent permitted by law, each party waives trial by jury in any action, proceeding or counterclaim brought by or on behalf of either Party with respect to any matter relating to the Agreement.
- 4.13. Attorney's Fees. If any action or proceeding is commenced by either Party for the enforcement of or in connection with the Agreement, each Party shall be responsible for its own attorneys' fees, costs, and disbursements incurred in connection with such action.
- 4.14. Limitation of Liability. The liability of the Parties to each other for damages in connection with the Agreement, regardless of the form of action, shall not exceed the actual damages incurred by the Party seeking redress. Neither Party shall be liable to the other for any special, consequential, punitive, or exemplary damages arising from the Agreement, including but not limited to damages for loss of future business and/or lost profits. This provision shall not apply to claims raised by third parties against the Vendor or WMCHHealth, or, to claims in which either Party joins the other as a third party defendant.
- 4.15. Insurance. The Vendor will maintain general public liability insurance against any insurable claims as set forth in Schedule B-2 attached hereto.
- 4.16. Indemnity.
- 4.16.1. Indemnification. Each Party shall indemnify, defend, and hold harmless the other Party, and its officers, directors, employees, agents, successors, and assigns for, from and against any claim or action brought against, arising out of the acts or omissions of the indemnifying Party, its employees or agents. It is a condition to each Party's obligations under this Section 4.16 that the Party seeking indemnification notify the indemnifying Party promptly of the claim, permit the indemnifying Party to control the litigation and settlement of that claim, and cooperate with the indemnifying Party in all matters related thereto, including by making its documents, employees and agents available as reasonably necessary. The indemnifying Party may not settle any claim without the consent of the other Party unless there is no finding or admission that the other Party has violated any law or the rights of any person or entity and the sole relief provided is monetary damages that the indemnifying Party pays in full or injunctive relief enforceable only against the indemnifying Party.
- 4.16.2. Infringement Indemnity. Vendor agrees to indemnify, defend and hold WMCHHealth and its Affiliates harmless from and against any and all losses, damages, liability, costs, claims and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to any action brought against WMCHHealth or any Affiliate to the extent that the action is based on a claim that the Software (or any component thereof) infringes any patent, trademark, copyright, trade secret or other proprietary right belonging to any third party; provided that WMCHHealth or Affiliate notifies Vendor promptly in writing of the infringement claim and gives to Vendor exclusive control of such defense or settlement, at Vendor's expense, and all reasonable information and assistance, at Vendor's expense, necessary to enable Vendor to defend or settle such claim. Vendor shall not, however, enter into any settlement without WMCHHealth's prior written consent unless there is no finding or admission that the WMCHHealth has violated any law or the rights of any person or entity and the sole relief provided is monetary damages to be paid in full by, or injunctive relief only enforceable against Vendor. If an injunction is obtained against WMCHHealth's use of any item of Software by reason of an infringement claim or if in Vendor's opinion, any item of Software is likely to become the subject of such a claim, Vendor will, at its option and at its own expense, take one of the following steps, (i) procure the right for WMCHHealth to continue using the item of Software which is the subject of the infringement claim, or (ii) modify such item of Software to the extent necessary to make it non-infringing but functionally equivalent, or (iii) replace such item of Software with non-infringing but functionally equivalent material.
- 4.17. Conflicts of Interest. The Vendor represents, to the best of its knowledge, that no employee, officer, or director of, and no physician or physician practice affiliated with, WMCHHealth has a financial interest in the Vendor. The

Vendor further agrees that if it discovers or otherwise becomes aware that an employee, officer, or director of, or a physician or physician practice affiliated with, WMCHHealth has a financial interest in the Vendor, the Vendor shall promptly disclose that financial interest to WMCHHealth in writing. To the extent that a financial interest is disclosed by Vendor in accordance with this Section, the Parties agree to make good faith efforts to resolve any conflict of interest, provided however, in the event that such conflict of interest cannot be resolved, WMCHHealth, at its option, may declare any agreement between the Vendor and WMCHHealth null and void.

- 4.17.1. Financial Interest. For purposes of this Section, the term “financial interest” shall include the following transactions or relationships: (a) payment of fees including consulting fees, royalty fees, honoraria, or other emoluments or “in kind” compensation; (b) any gift of more than nominal value; (c) service as an officer or director of Vendor whether or not remuneration is received for such service; or (d) an ownership interest in Vendor, except that a shareholder owning less than a majority of shares of a publicly traded entity shall not be deemed to have a financial interest for the purposes of this Section.
- 4.18. Survival. All provisions regarding confidentiality, indemnification, warranty, liability and limits on liability shall survive termination of the Agreement.
- 4.19. Force Majeure. Neither Party shall be deemed to be in default of or to have breached any provision of the Agreement as a result of any delay or failure in performance due to reasons beyond such Party’s reasonable control. If such a delay occurs, the affected Party may extend the time for performance by a period of time equal to the delay.
- 4.20. Entire Agreement. The Agreement shall constitute the entire agreement between the Parties concerning the subject matter of the Agreement and will supersede all prior negotiations and agreements between the Parties concerning the subject matter of the Agreement. The terms of any purchase order, invoice, or similar documents used to implement the Agreement shall be subject to and shall not modify the Agreement.
- 4.21. Amendment. The Agreement may only be amended by written agreement of the Parties.
- 4.22. Assignment. Neither Party may assign any of its rights or obligations under the Agreement, either voluntarily or involuntarily (whether by merger, consolidation, dissolution, operation of law, or otherwise), without the prior written consent of the other Party. Any purported assignment in violation of this section will be void. Any request for consent to an assignment to an affiliate of a Party (i.e. an entity that controls, is controlled by, or is under common control with a Party) shall not be unreasonably withheld, conditioned, or delayed by the consenting Party.
- 4.23. Relationship of the Parties. For purposes of the Agreement, each Party will be an independent contractor. The Agreement will not create a partnership, association, or other business entity. Neither Party has any authority to act for or to bind the other.
- 4.24. Waiver. No provision of the Agreement may be waived except by a writing signed by the Party against whom the waiver is sought to be enforced. No failure to enforce any provision of the Agreement constitutes a waiver of future enforcement of that provision or of any other provision of the Agreement.
- 4.25. Other Contractual Obligations. Each Party represents that it is not prohibited from entering into, or performing its obligations under, the Agreement by the terms of any other agreement.
- 4.26. Counterparts. The Agreement may be executed in two or more counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument. The Parties agree to accept and be bound by facsimile or PDF transmitted copies of the Amendment and its counterparts including facsimile or PDF signatures of the Parties.

SCHEDULE B-1

HIPAA BUSINESS ASSOCIATE AGREEMENT

This **Business Associate Agreement**, dated as of _____ (“BA Agreement”), supplements and is made a part of the Services Agreement (as defined below) by and between **Westchester Medical Center** (“Covered Entity”) and **[INSERT NAME OF VENDOR]** (“**Business Associate**”). Covered Entity and Business Associate may be referred to herein collectively as the “Parties” or individually as Party.

WHEREAS, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate’s services, Business Associate creates, receives, maintains or transmits Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the “HITECH Act”), and related regulations promulgated by the Secretary (“HIPAA Regulations”).

WHEREAS, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions.

1.1 General. Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

1.2 Specific.

1.2.1 Breach. “Breach” shall have the same meaning as the term “breach” in 45 CFR § 164.402.

1.2.2 Electronic Health Record. “Electronic Health Record” shall have the same meaning as the term “electronic health record” in the HITECH Act, Section 13400(5).

1.2.3 Electronic Protected Health Information. “Electronic Protected Health Information” shall have the same meaning as the term “electronic protected health information” in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

1.2.4 Individual. “Individual” shall have the same meaning as the term “individual” in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

1.2.5 Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

1.2.6 Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in 45 CFR § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.2.7 Required By Law. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR § 164.103.

1.2.8 Secretary. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.

1.2.9 Security Rule. "Security Rule" shall mean the Security Standards at 45 CFR Part 160 and Part 164.

1.2.10 Services Agreement. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BA Agreement.

1.2.11 Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.

1.2.12 Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

2. Obligations and Activities of Business Associate.

2.1 Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this BA Agreement or as Required by Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate.

2.2 Appropriate Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

2.2.1 Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule; and

2.2.2 Ensure that any Subcontractor to whom Business Associate provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards and comply, where applicable, with the Security Rule to protect Electronic Protected Health Information and comply with the other requirements of Section 2(a) above.

2.3 Reporting. Business Associate agrees to promptly, and at most within three (3) business days, report to Covered Entity any of the following:

2.3.1 Any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.

2.3.2 Any Security Incident of which Business Associate becomes aware.

2.3.3 The discovery of a Breach of Unsecured Protected Health Information.

A Breach is considered “discovered” as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity pursuant to the notice provisions of the Services Agreement or to the Privacy Officer of Covered Entity.

2.4 Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers, Subcontractors or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information). Business Associate shall keep Covered Entity fully apprised of all mitigation efforts of the Business Associate required under this Section 2(d).

2.5 Investigation. Business Associate agrees to reasonably cooperate and coordinate with Covered Entity in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach.

2.6 Reports and Notices. Business Associate shall also reasonably cooperate and coordinate with Covered Entity in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations, provided that any such reports or notices shall be subject to the prior written approval of Covered Entity.

2.7 Subcontractors. Business Associate shall ensure that any Subcontractor to whom Business Associate provides Protected Health Information received from, or created, maintained, received or transmitted by, Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

2.8 Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, within three (3) business days of such request, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

2.9 Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual, within three (3) business days of any such request. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

2.10 Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary, within three (3) business days of such request or in the time and manner otherwise designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

2.11 Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

2.12 Requests for Accountings. Business Associate agrees to provide to Covered Entity or an Individual, within twenty (20) days of a request by Covered Entity, information collected in accordance with Section 2(k) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

3. Permitted Uses and Disclosures by Business Associate.

3.1 Services Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

3.2 Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

3.3 Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Permissible Requests by Covered Entity. Except as set forth in Section 3 of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. Term and Termination.

5.1 Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, received or maintained by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate of the terms of this BA Agreement, Covered Entity shall either:

5.2.1 Provide an opportunity for Business Associate to cure the breach or end the violation. If Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, Covered Entity shall terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion; or

5.2.2 Notwithstanding anything contained in the Services Agreement to the contrary, if Business Associate has breached a material term of this BA Agreement and cure is not possible, immediately terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as Covered Entity designates in its sole discretion.

5.3 Effect of Termination.

5.3.1 Except as provided in Section 5(c)(ii), upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

5.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Indemnity. Business Associate agrees to indemnify, defend and hold harmless Covered Entity and its employees, directors/trustees, members, professional staff, representatives and agents (collectively, the "Indemnitees") from and against any and all claims (whether in law or in equity), obligations, actions, causes of action, suits, debts, judgments, losses, fines, penalties, damages, expenses (including attorney's fees), liabilities, lawsuits or costs incurred by the Indemnitees which arise or result from a breach of the terms and conditions of this BA Agreement or a violation of HIPAA, the HITECH Act or HIPAA Regulations by Business Associate or its employees or agents. Business Associate's indemnification obligations hereunder shall not be subject to any limitations of liability or remedies in the Service Agreement.

7. Compliance with HIPAA Transaction Standards. When providing its services and/or products, Business Associate shall comply with all applicable HIPAA standards and requirements (including, without limitation, those specified in 45 CFR Part 162) with respect to the transmission of health information in electronic form in connection with any transaction for which the Secretary has adopted a standard under HIPAA ("Covered Transactions"). Business Associate will make its services and/or products compliant with HIPAA's standards and requirements no less than thirty (30) days prior to the applicable compliance dates under HIPAA. Business Associate represents and warrants that it is aware of all current HIPAA standards and requirements regarding Covered Transactions, and Business Associate shall comply with any modifications to HIPAA standards and requirements which become effective from time to time. Business Associate agrees that such compliance shall be at its sole cost and expense, which expense shall not be passed on to Covered Entity in any form, including, but not limited to, increased fees. Business Associate shall require all of its agents and Subcontractors (if any) who assist Business Associate in providing its services and/or products to comply with the terms of this Section 7.

8. Miscellaneous.

8.1 No HIPAA Agency Relationship. It is not intended that an agency relationship (as defined under the Federal common law of agency) be established hereby expressly or by implication between Covered Entity and Business Associate for purposes of liability under HIPAA, HIPAA Regulations, or the HITECH Act. No terms or conditions contained in this BA Agreement shall be construed to make or render Business Associate an agent of Covered Entity.

8.2 Regulatory References. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or as amended or modified from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

8.3 Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.

8.4 Survival. The respective rights and obligations of Business Associate under Sections 5(c), 6 and 8 of this BA Agreement shall survive the termination of the Services Agreement or this BA Agreement.

8.5 Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit Covered Entity to comply with HIPAA, HIPAA Regulations and the HITECH Act.

8.6 Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 8(e) of this BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Services Agreement, the terms of this BA Agreement shall prevail. The terms of the Services Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, exclusive of conflict of law rules. Each Party hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Covered Entity is located in the county where the Covered Entity is located. The Services Agreement together with this BA Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the Parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effective unless executed by both Parties in writing.

IN WITNESS WHEREOF, the Parties have executed this BA Agreement as of the date set forth above.

Westchester Medical Center

Business Associate

By: _____

By: _____

Name:

Name:

Title:

Title:

SCHEDULE B-2

INSURANCE REQUIREMENTS

1. Prior to providing the Services hereunder, the Vendor shall obtain at its own cost and expense the insurance required herein from a licensed insurance company, carrying a Best's financial rating of A or better, and shall provide evidence of such insurance to the Corporation, which evidence shall be subject to Corporation's approval. The policies or certificates thereof shall provide that Corporation shall receive thirty (30) days' written notice prior to cancellation of or material change in the policy, which notice shall name Vendor, identify this Agreement, and be sent via registered mail, return receipt requested. Failure of the Vendor to obtain and maintain any insurance required hereunder shall not relieve the Vendor from any of its obligations hereunder, including but not limited to indemnification, or from any Vendor liability hereunder. All property losses shall be made payable to, and adjusted with, the Corporation. If claims for which Vendor may be liable are filed against either Party, and if such claims exceed the coverage amounts required herein, Corporation may withhold such excess amount from payment due to Vendor until the Vendor furnishes additional security covering such claims in a form satisfactory to the Corporation.

2. The Vendor shall provide proof of the following coverage:

(a) Workers' Compensation. Vendor shall provide to Corporation a certificate form C-105.2 or State Fund Insurance Company form U-26.3 as proof of compliance with the New York State Workers' Compensation Law, and State Workers' Compensation Board form DB-120.1 as proof of compliance with the New York State Disability Benefits Law, provided, however, that if Vendor is self-insured for Worker's Compensation and/or Disability coverage, a New York State Workers' Compensation Board certificate evidencing such fact. Location of operation shall be "All locations in Westchester County, New York."

(b) Employer's liability insurance with a minimum limit of \$100,000.

(c) General liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and \$100,000 for property damage or a combined single limit of \$1,000,000 (c.s.1), naming the Westchester County Health Care Corporation as an additional insured. This insurance shall indicate the following coverage on the certificate of insurance:

(i) Premises - Operations.

(ii) Broad Form Contractual.

(iii) Independent Contractor and Sub-Contractor.

(iv) Products and Completed Operations.

(d) Professional liability insurance ("acts and omissions") on an occurrence basis covering the Vendor and its employees and agents, with minimum limits of \$5,000,000 in the aggregate.

(e) Network security, cyber and privacy liability insurance with minimum policy limits of \$5,000,000 each occurrence and \$5,000,000 in the annual aggregate including but not limited to coverage for the following: privacy and networks security liability, wrongful disclosure of data, wrongful disclosure of any business confidential information, personally identifiable information or any protected health information as defined by HIPAA and/or HITECH or other applicable law, breach of security including unauthorized access to a computer system or database, extortion and extortion related threats, payment and business interruption, identify theft, web hosting (if applicable), regulatory proceedings, fines, penalties and costs, notification costs, and credit monitoring services.

(f) Vehicle liability insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000. This insurance shall include the following coverage for bodily injury and property damage arising out of the use of owned, hired and non-owned vehicles.

3. All policies and certificates of insurance required herein shall provide that:

(a) The insurer, or Vendor if it is self-insured, shall have no right to recovery or subrogation against the Corporation (including its employees and agents), it being the intention of the Parties that the insurance policies shall protect both Parties and be primary coverage for any and all losses covered by the insurance.

(b) The insurer, or Vendor if it is self-insured, shall have no recourse against the Corporation (including its employees or agents) for payment of any premiums or for assessments under the policy.

(c) Vendor assumes responsibility, and is solely at risk for, any and all deductibles.

(d) The clause "other insurance provisions" shall not apply to the Corporation.

Travel and Expense Policy for Vendors – Attachment C

WESTCHESTER MEDICAL CENTER

ADMINISTRATIVE

Manual

Code: **RI-17** Page: **1 of 4**

SUBJECT: TRAVEL AND EXPENSE POLICY FOR CONTRACTOR / CONSULTANTS

EFFECTIVE
DATE: August 2005

REVIEWED
DATE: January 2016

REVISED
DATE: **June 2016**

POLICY

It is the policy of Westchester Medical Center (WMC) to reimburse certain vendors for out-of-pocket expenses related to:

- a. services provided to the Medical Center
- b. expenses while on official Medical Center business

The obligation of WMC to reimburse such expenses shall be considered by WMC only if:

- a. an executed contract exists between the vendor submitting such expenses and WMC, and such contract references said expenses.
- b. submitted reimbursement claims comply with this policy.

PURPOSE

To provide a mechanism for vendors who do business with WMC to be appropriately reimbursed for travel and expenses as it relates to WMC.

SCOPE

This policy applies to all vendors and contractors of Westchester Medical Center.

DEFINITIONS

None

POLICY AUTHOR

Senior Vice President of Finance, ext. 2816
Senior Vice President of Compliance, ext. 2600

PROCEDURE

- For air travel, reimbursement will be at coach fare.
- The use of personal vehicles for travels less than ninety (90) miles from the Medical Center shall not be reimbursed.
- Lodging costs shall be moderate in nature. (Use Corporate discounts when available)

WESTCHESTER MEDICAL CENTER
ADMINISTRATIVE

Manual Code: RI-17 Page: 2 of 4		
SUBJECT: TRAVEL AND EXPENSE POLICY FOR CONTRACTOR / CONSULTANTS		
EFFECTIVE DATE: August 2005	REVIEWED DATE: January 2016	REVISED DATE: June 2016

- The Medical Center shall reimburse for only one (1) rented vehicle, including fuel and toll costs, with the exceptions as noted below. Luxury vehicles are not permitted.
- If four or more individuals from the same concern are providing services, the Medical Center shall reimburse one mid-size vehicle for each group of four (4).
- The Medical Center requires valid receipts for all submitted expenses.
- All meals and incidentals will be reimbursed at a flat rate of \$60.00 per day. No receipts are required.

The Medical Center shall not provide payment for the following;

- Gratuities in excess of twenty per cent (20%).
- Alcohol charges.
- Personal expenses including laundry, dry cleaning, phone expenses, "mini bar" costs, etc.
- Phone expenses, routine office expenses, including, but not limited to, photocopying and document preparation expenses, computer costs or upgrades, postage, fax or courier costs.
- Submitted expenses where the business purpose and the personnel attending are not clearly indicated.
- Expenses related to non-Medical Center services, including those costs incurred by spouses or traveling companions.
- Any expense submitted without a valid receipt.

In the event of an emergency or the individual cannot reasonably obtain preapproval for travel and related costs, it is expected that all such expenses shall comply with this policy.

The Medical Center reserves the right to reject any submitted expense that it reasonably determines does not comply with this policy.

WESTCHESTER MEDICAL CENTER

ADMINISTRATIVE



Manual Code: RI-17 Page: 3 of 4		
SUBJECT: TRAVEL AND EXPENSE POLICY FOR CONTRACTOR / CONSULTANTS		
EFFECTIVE DATE: August 2005	REVIEWED DATE: January 2016	REVISED DATE: June 2016

Claims for Reimbursement of Amounts Paid to Third Parties

If a reimbursement sought is for charges paid to a third party, such claim shall be accompanied by a receipt or other proper evidence sufficient to establish that such amounts have actually been paid and such other evidence to establish the reasonableness and basis for such charges and that such charges comply with this policy. In all cases where such third party payments are subject to any rebate, discount or refund the vendor shall immediately issue a credit advice to WCHCC against any amounts owed by WCHCC to the vendor for its proportionate share of such rebate, discount or refund or if no amounts are then due and owing, then, in that event, the vendor shall immediately pay over to WCHCC the amount of any such rebate, discount or refund. Such rebates, refunds and discounts shall be due to WCHCC when earned by the vendor. This provision shall not be construed to include frequent flyer miles or other benefits to the extent they are credited for the benefit of individual employees assigned to the engagement by the vendor.

Right to Audit

All agreements which provide for vendors of goods and services and contractors to make a separately stated claim for reimbursement of reasonable out of pocket expenses, expenses incurred in the production of identifiable deliverables or payments to third parties shall also provide that WCHCC shall have the right, at its own cost and expense, to audit the books and records of such entities which are reasonably pertinent to the amounts claimed by such entity, at any time during the term of the Agreement or for a period of up to twelve (12) months following the expiration or other termination of the agreement.

EFFECTIVENESS

This policy shall be effective immediately and shall remain in effect until rescinded or modified.

WESTCHESTER MEDICAL CENTER

ADMINISTRATIVE

Manual

Code: **RI-17** Page: **4 of 4**

**SUBJECT: TRAVEL AND EXPENSE POLICY FOR CONTRACTOR /
CONSULTANTS**

EFFECTIVE
DATE: August 2005

REVIEWED
DATE: January 2016

REVISED
DATE: **June 2016**

Senior Vice-President Finance

SEVP, Chief Operating Office/Chief Financial Officer

President and Chief Executive Officer

Vendor Debarment/Exclusion Questionnaire – Attachment D

Name of Proposer: _____

RFP #: _____

1. Are you or your company or any of its employees currently ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes ____* No ____

* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

2. Have you or your company or any of its employees been convicted of any of the following offenses: program-related crimes, crime relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes ____* No ____

* **If you answered Yes**, please provide a complete explanation on an attached sheet of paper.

3. If you furnish products/goods/services from other vendors/contractors, do you verify with them at the time of contracting that neither the company nor any of its employees is ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs because of being excluded, debarred, suspended or otherwise declared ineligible to participate?

Yes ____ No ____*

* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of Excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

4. If you furnish products/goods/services from other vendors/contractors, do you verify with them that neither the company nor any of its employees has been convicted of any of the following offenses: program-related crimes, crimes relating to patient abuse, felony conviction relating to health care fraud, or felony conviction relating to controlled substances, but have not yet been excluded, debarred, suspended or otherwise declared ineligible to participate in Federal health care programs or Federal procurement or non-procurement programs?

Yes ____ No ____*

* **If you answered No**, and you are awarded this contract, you will be required to undertake this screening for any vendors/contractors that will be providing goods or services pursuant to this contract prior to the effective date of the agreement. Such screening is to be performed utilizing the OIG's List of excluded Individuals/Entities and the GSA's Excluded Parties Listing System.

Disclosure of Prior Non-Responsibility Determinations

NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

As a public benefit corporation, Westchester County Health Care Corporation, as operator of Westchester Medical Center, is obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with New York State Finance Law § 139-k, a proposer must be asked to disclose whether it has been subject to a finding of non-responsibility within the previous four (4) years by a Government Entity¹ due to: (a) a violation of New York State Finance Law § 139-j; or (b) the intentional provision of false or incomplete information to a Governmental Entity. This form is to be completed and submitted by the individual or entity seeking to enter into a contract pursuant to this Request for Proposals.

Name of Proposer: _____

Proposer Address: _____

Name and Title of Person Submitting this Form: _____

Date: _____

1. Has any Government Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the contract awarded in connection with this procurement in the previous four (4) years?

Yes__

No__

If yes, please answer the following questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law § 139-j?

Yes__

No__

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes__

No__

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below:

¹ “Governmental entity” means: (1) any department, board, bureau, commission, division, office, council, committee or officer of the State of New York, whether permanent or temporary; (2) each house of the state legislature; (3) the unified court system; (4) any public authority, public benefit corporation or commission created by or existing pursuant to the public authorities law; (5) a public authority or public benefit corporation, at least one of whose members is appointed by the governor or who serves as a member by virtue of holding a civil office of the state; (6) municipal agency, as that term is defined in paragraph (ii) of subdivision (s) of section one-c of the New York State Legislative Law; or (7) a subsidiary or affiliate of such a public authority.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility:

(Add additional pages as necessary)

Signature: _____

State Finance Law Affirmation
NEW YORK STATE FINANCE LAW § 139-j AND § 139-k

The proposer hereby affirms that:

1. The proposer understands and agrees to comply with the procedures of Westchester County Health Care Corporation, as operator of Westchester Medical Center, relating to restricted communications during the procurement process as required by New York State Finance Law §§ 139-j(3) and 139(j)(6)(b); and
2. All information provided to WMCHHealth by proposer in response to this RFP, including but not limited to information concerning compliance with New York State Finance Law § 139-j and § 139-k, is complete, true, and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

Proposer Name: _____

Proposer Address: _____

M/WBE and EEO Compliance Documentation Forms

(Attachment G)

Name of Proposer: _____

RFP #: _____

A. MINORITY/WOMEN'S BUSINESS QUESTIONS

As part of the WMCHHealth's program to encourage the participation of minority/women's business, we request that you answer the questions listed below. If you do not respond, we will assume that you do not wish to be considered as a minority/women's business.

A minority business enterprise is defined as a business of which 51% or more is owned by minorities or, in the case of a publicly owned business, 51% or more of the voting power in shares of the corporation is owned by minorities. Minorities are defined as Blacks, Hispanics, Asians, American Indians, Eskimos and Aleuts.

A woman owned business enterprise is defined as a business in which women own at least 51% of the firm, or in the case of a publicly owned business, at least 51% of the stock is owned by citizens or permanent resident aliens who are women.

QUESTIONS:

1. Are you a minority owned business: Yes _____ No _____

If yes, what is your minority group(s)?

Answer: _____

2. Are you awomen owned business: Yes _____ No _____

3. If you answered yes to numbers 1 or 2, what percentage of ownership or voting authority of your business is held by members of a minority group or women?

Answer: _____

4. Please identify by name, the minority or women owners of your business and ownership percentage of each.

Name: _____	Software Capability Response KEY 1=Included in Core Program 2=Additional module 3=Not currently offering		
Medical Staff Database Functions	Notes	Software Capability	
A. Configuration Options			
A1. Multi-Entity allowing variation AND standardization			
A2. Managed Care			
A3. Web Based			
A4. Applications may be accessed via tablet?			
B. Security			
B1. Granting Access and Restrictions on multiple levels			
B2. Field Level Security			
B3. Auditing Capabilities			
C. Credentialing			
C1. Online Initial Application			
C2. Online Reappoint Application (auto-populated)			
C3. Virtual Committee - Medical Staff Leadership, Quality and Risk review applicants online.			
C4. Electronic Signatures			
C5. Automated Reference Letters (similar to Skill Survey)			
C6. Automated Affiliation Letters (similar to Skill Survey)			
C7. Criminal Background Checks			
D. Privileging			
D1. View On-Line Privileges			
D2. Interactive Privileging			
D3. Privileges Accessed by Hospital Staff			
D4. Privileges searchable across delineations	Examples: all who have CVC insertion or sedation		
D5. Tracking practitioners with privileges in multiple areas	Example: NP in medicine & surgery; MD in neurosurgery and ED		
D6. Linking of practitioners with supervisors	<i>Example: if MD resigns, automatically notifies us of allied practitioners he/she supervises so new supervisors can be assigned</i>		

Name: _____	Software Capability Response KEY 1=Included in Core Program 2=Additional module 3=Not currently offering		
Medical Staff Database Functions	Notes	Software Capability	
E. Integration Monitoring and Primary Source Verification (PSV)			
E1. Automated/Sweep of License and DEA			
E2. Automated NPDB Query (attached to Credentialing Record)			
E3. ABMS Sweep			
E4. Other Automated Verifications			
F. Data Management			
F1. Online Custom Questionnaire			
F2. Configurable Alarms & Actions			
F3. Automatically Archive and Change Status			
F4. Expiration Detection and Tracking			
F5. Automated Expiration Letters			
F6. Mass Update Tools			
F7. Scanning Module			
F8. Health Information			
F9. Meeting Attendance - numerous committees			
F10. Custom Fields			
F11. Continuing Medical Education (CME) within specific timeframe			
F12. Dues Module			
G. Reporting			
G1. Automated Reports			
G2. FPPE Module			
G3. OPPE Interface (is this possible with multiple EMR systems)			
G4. Board Report Template PDF (excel capability)			
G5. Systems that reports & queries can be downloaded to.			
G6. Report Templates (Canned Reports)			
G7. Simplicity in creating additional reports			
G8. Tracking & searching hospital committee appointments	Example: all surgeons who participate in 21 multispecialty committees		
G9. Tracking hospital leadership (Dir, Chief, etc) appointments			
G10. Linkages to medical record systems			
G11. Linkages to patient admitting & registration systems			

Name: _____	Software Capability Response KEY 1=Included in Core Program 2=Additional module 3=Not currently offering		
Medical Staff Database Functions	Notes	Software Capability	
H. Managed Care			
H1. Managed Care Electronic Applications			
H2. Managed Care Applications - Automated Submission			
I. Communication Tools			
I1. Online Directory			
I2. Web-based Hospital Affiliation/Verification Letters			
I3. Paperless Systems			
I4. Email or Fax Directly from the System			
I5. Correspondence Log with Multiple Access/Reporting Capability			
J. User Experience			
J1. Access to Support - Internal			
J2. Access to Support - External (applicants etc.)			
J3. Access to In-Person Training			
J4. Real-time dashboards (workflow action items)			
J5. Online tutorial/help for applicants, credentialing staff			
K. Expenses			
K1. Are there additional module fees?			
K2. Modification costs.			
K3. Upgrade expenses.			
K4. Licensure: network, users, annual?			
K5. Service costs			
K6. Beta site benefits for future advancements?			

WESTCHESTER MEDICAL CENTER Policy & Procedure

Manual Code: A-HW-009		1 of 3 Pages
SUBJECT: Diversity and Inclusion Policy		
EFFECTIVE: Sept. 2016	___ REVIEWED OR <u>x</u> REVISED date: 2/2017	
Applicable Campus: <input checked="" type="checkbox"/> Poughkeepsie <input checked="" type="checkbox"/> Valhalla	Patient population: <input type="checkbox"/> Neonate <input type="checkbox"/> Pediatric <input type="checkbox"/> Adult <input checked="" type="checkbox"/> Not applicable	
<small>NOTE: The e-version of this document is the latest and the only acceptable one. If you have a paper version of it, you are responsible to ensure it is identical to the e-version. Printed material is considered to be uncontrolled documentation.</small>		

PURPOSE

To communicate Westchester Medical Center's (WMC) commitment to diversity and inclusion and to ensure that it is creating and promoting inclusive environments that embrace and value the diversity of our patients and their families, our workforce, our visitors, and the communities that we serve.

SCOPE

This policy affects all WMC hospital locations on the Valhalla and Poughkeepsie campuses.

RESPONSIBILITY

This policy applies to all WMC employees, credentialed-staff, licensed independent practitioners, vendors, contracted staff, students, and volunteers.

DEFINITIONS

Diversity is unique differences and similarities that our patients and their families, our workforce, and our communities we serve bring to our environment. Diversity encompasses the myriad of physical, intellectual, geographical, cultural, educational, social and philosophical characteristics that make each patient, each visitor, each member of our workforce, and each community unique.

Inclusion is active engagement of all patients, families, employees and community members in which their unique differences and similarities are considered, understood and leveraged for best clinical outcomes and best workplace experiences.

Retaliation is a negative action taken against an individual as a result of a complaint being filed or after an individual has cooperated with an investigative process.

POLICY STATEMENT

Westchester Medical Center (WMC) is committed to valuing diversity and inclusion in all that we do and weaving these core concepts into our organizational fabric. At WMC, we actively leverage our diversity to ensure exemplary patient-centered care, create engaging and inclusive work environments for members of our work force, and serve as a supportive resource for the communities that we serve. At WMC, we understand that

WESTCHESTER MEDICAL CENTER

Policy & Procedure

Manual Code: A-HW-009

2 of 3 pages

SUBJECT: Diversity and Inclusion Policy

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valuing diversity and inclusion will enhance our ability to serve as an industry leader in several ways:

Patients

At WMC, employing diversity and inclusion best practices allow for increased understanding of our diverse patient population, thereby allowing us to be responsive to their unique needs and ensuring better clinical outcomes. WMC extends this consideration to patients and families, acknowledging our role in providing nurturing and supportive structures for both. Diversity and inclusion are integral to all aspects of our services, practices, policies and procedures.

Workforce

At WMC we are committed to continually fostering diverse and inclusive environments that support personal and professional growth. WMC seeks to foster a diverse and inclusive work environment where our individual differences are recognized and respected as assets that strengthen our organization. In doing so, WMC is able to attract and retain a talented workforce that brings a myriad of perspectives and ideas to our organization, which drive innovation and promote transformation. WMC is committed to ensuring that these values are upheld in everything that we do and are championed by every member of our workforce.

Community

WMC is committed to meaningfully engaging external community stakeholders. WMC understands that creating and promoting sustainable health and wellness in the diverse communities we serve requires a significant investment in partnerships that encourage a holistic approach to healthcare. WMC acknowledges the key role that our community partners play in contributing to our organizational decision making and we value these collaborations.

Suppliers

WMC also acknowledges the importance of diversity in our procurement processes and is committed to ensuring increased opportunities for our diverse suppliers. WMC's supplier diversity initiatives focus on cultivating partnerships with Minority and Women – Owned Business Enterprises (“MWBEs”) and Service Disabled Veteran-Owned Businesses (“SDVOBs”). WMC understands that supplier diversity helps sustain healthy communities by supporting local businesses and increasing economic vitality, while also enhancing our competitive edge.

PROCEDURE

You may contact the Office of Diversity and Community Relations should you have questions or need guidance relating to this policy. Any violation of WMC's Diversity or EEO/Non-Discrimination policy should be immediately directed to Director, Labor Relations. There should be no retaliation towards you or anyone who files a complaint and/or participates in an investigation. No employee or agent of WMC may harass, coerce, intimidate, or discriminate against an individual who has filed a complaint or participated in the complaint resolution process. For additional information please refer to WMC's EEO/Nondiscrimination policy and procedures.

WESTCHESTER MEDICAL CENTER
Policy & Procedure

Manual Code: A-HW-009	3 of 3 pages
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SUBJECT: Diversity and Inclusion Policy

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REFERENCE: Article 15-A of the NYS Executive Law, signed into law on July 19, 1988, which authorized the creation of an Office (now Division) of Minority and Women's Business Development to promote employment and business opportunities on state contracts for minorities and women.

APPROVALS:

Mecca Santana, Vice President, Diversity and Community Relations

Jordy Rabinowitz, Sr. Vice President, Human Resources

Kara Bennorth, EVP, Communications, Engagement & Experience

Gary F. Brudnicki, Senior Executive Vice President

Michael D. Israel, President and CEO