SOLICITATION, OFFER, ACCEPTANCE, AND AWARD

Date Solicited: December 21, 2015
Solicitation Number: RFP-215-10-040-SVC
Date of Award: 
Contract Number: 

NOTE: Solicitation responses shall be enclosed in a sealed envelope/package.
Mail Or Hand Deliver Proposals To:
University Health System
Attn: Procurement services Department
Solicitation: RFP-215-10-040-SVC
355-2 Spencer Lane
San Antonio, TX 78201

Due date/time for Respondent questions:
01/06/2015 2:00 PM CST
Due date/time for proposals:
01/20/2015 2:00 PM CST

For information contact:
Carol Garza
E-mail: Carol.Garza@uhs-sa.com
Telephone No. 210-358-9104
Fax No. 210-358-9145

SOLICITATION FOR
Home Health Care Services

By signing the proposal, the respondent acknowledges that all facts contained in it are true to the respondent’s best knowledge and that the Health System may rely upon such and that the Respondent has read the entire document and agreed to the terms therein. The undersigned, by his/her signature, represents that s/he is authorized to bind the Respondent to fully comply with the Specifications, Scope and General Requirements for the amounts shown on the accompanying pricing schedule and by signing the proposal, the respondent acknowledges that all facts contained in it are true to the respondent’s best knowledge and that the Health System may rely upon such.

Name and Address of vendor
Company Name _________________________________
Contact Name _________________________________
Address _________________________________
City, State & Zip _________________________________
Telephone No. _________________________________
E-mail address: _________________________________

Name and Title of Person Authorized to Sign Offer
( Failure to sign shall result in rejection of offer)
Print Name _________________________________
Title _________________________________
Signature * _________________________________
Original must be signed in Ink.
Date _________________________________

ACCEPTANCE AND AWARD (to be completed by University Health System)

<table>
<thead>
<tr>
<th>Acceptance of the following items:</th>
<th>Term of the contract:</th>
<th>Amount of Award:</th>
<th>Accounting &amp; Appropriation:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Exhibit 1</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

University Health System:
_______________________________ / __________________
Felix Alvarez, MPA, CPPO / Date
Executive Director, Procurement Services

Board Approval Date: __________________
Renewal Options: __________________
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1. UNIVERSITY HEALTH SYSTEM BACKGROUND

The Bexar County Hospital District d/b/a University Health System, herein after ‘the Health System,’ is a political subdivision of the State of Texas, and is a nationally-recognized academic medical center owned by the people of Bexar County and by law is a tax-exempt entity. The Health System is San Antonio’s only Magnet healthcare organization. Magnet is a designation of the American Nurses’ Credentialing Center and is the “gold standard” of excellence in patient care. Accredited by The Joint Commission, the Health System serves as the primary teaching locations for The University of Texas Health Science Center at San Antonio and is in the top one percent of the country for going “paperless” with electronic medical records. Since 2008, the Health System has been included among the American Hospital Association’s list of the 100 Most Wired Hospitals and Health Systems.

Clinical locations include University Hospital, a 700 plus occupied bed acute care hospital and South Texas’ Lead Level I trauma center; 16 clinics throughout Bexar County providing primary, specialty, and preventive health services; and four outpatient dialysis centers. Subsidiary organizations of the Health System include Community First Health Plans, a nonprofit HMO, and Community Medicine Associates, a nonprofit physician practice. Learn more online at www.UniversityHealthSystem.com.

Procurement opportunities may currently be found in the San Antonio Express-News. Construction/architectural engineering projects are usually advertised in the Sunday edition. Online Procurement opportunities are available on the Health System website: www.UniversityHealthSystem.com/bids

2. GENERAL TERMS AND CONDITIONS

2.1 Group Purchasing Organizations (GPOs) and Cooperative Contracts (COOPs): – UHS Participates in many different GPOs and COOPS. If your company participates in any Buying Groups and are awarded a contract all sales, contracts and orders will be reported back to the respective GPO or COOP. If the response submitted falls under a GPO or COOP state which one in your submittal response to this solicitation. UHS is a member of the following but not limited to GPOs and COOPS: MedAssets, Amerinet, First Choice, US Communicates, Purchasing Solutions Alliance, and the Texas Department of Information Resources (DIR).

2.2 Formal Competitive Process: This solicitation is a formal competitive process. All questions or other matters related to this solicitation are to be directed to the Executive Director of Procurement Services or his designee only. Any respondent, including those currently contracted with the Health System, who fails to comply with this limitation, may be disqualified from the selection process.

2.3 The Health System reserves the right to: The respondent understands and acknowledges that UHS reserves the right to do the following:

(a) reject any or all responses or to award the contract to another respondent(s) if the successful respondent(s) does not execute a contract within thirty (30) days after the acceptance of the response by the Health System.

(b) request clarification of information submitted and to request additional information of one or more applicants.

(c) UHS at its sole discretion may modify or suspend any and all aspects of the selection process, including, but not limited to this solicitation, and all or any
portion of the selection process subsequent to the solicitation, to obtain further information from any respondent, to waive any defects as to form or content of the solicitation or any other step in the selection process, to reject any and all responses submitted, and to accept or reject any respondent for entry into any contract.

(d) The Health System reserves the right, in its sole discretion, to reject any and all responses, to waive any informality, or to change the listed dates.

(e) The Health System reserves the right to award one contract to a single or multiple companies after receipt of proposals, without further discussion. Therefore, we emphasize the importance of submitting the most favorable terms in the initial response.

2.4 **Respondent Submittals/Responses:** The respondent understands and acknowledges the following:

(a) Respondents who submit a response to this solicitation do so at their own expense. Please note any costs incurred during the development, preparation, and submission of solicitation responses shall be borne solely by the respondent. The Health System will not pay or reimburse any respondent’s costs related to this solicitation or negotiation of any contract.

(b) A Respondent who does not respond to this solicitation by the due date will be eliminated from the selection process. Responses are due to Procurement Services in accordance with the specifications of this solicitation.

(c) Any response may be withdrawn up to the date and time specified for the submission of the responses. Any response not so withdrawn shall constitute an irrevocable offer, for a period of one-hundred twenty (120) days, to provide to the Health System the services proposed, or until one or more of the responses have been accepted and approved by the Health System.

(d) The Health System will independently verify the respondent’s ability to perform as proposed.

(e) For the purpose of evaluation of offers and award, respondents agree to hold their offers for one hundred twenty (120) days.

(f) The issuance of this solicitation does not imply any commitment on the part of the Health System nor any of its individual representatives to accept in part or in whole any of the submitted proposals.

(g) Any agreement or contract resulting from the acceptance of a response shall be approved by the Health System. The contract shall contain, at a minimum, applicable provisions of this solicitation. The Health System reserves the right to reject any agreement that does not conform to the terms and conditions and any Health System requirements for agreements and contracts.

(h) Material exceptions to the solicitation, including terms and conditions, delivery, specifications, or payment terms may constitute grounds for rejection of the submission.

(i) The Health System, at its sole discretion, may select more than one vendor(s) which best serve the Health System’s interests.

2.5 **Respondent Waiver:** By respondent’s submission of a response to this solicitation, each respondent waives any claim against the Health System or Health System property by reason of any or all of the following: any aspect of this solicitation, the selection process or any part thereof, any informalities or defects in the selection process, entering
into any agreement, the failure to enter into an agreement, any statements, representations, acts, or omissions of the Health System, the exercise of any discretion set forth in or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

2.6 **Open Records:** The Health System is a governmental entity subject to the Texas Open Records Act. The entire contents of all submission become part of public record. All documentation considered a trade secret or proprietary shall be marked “Confidential.” If confidential information is requested from an outside source, notification will be given to respondent.

2.7 **Advertising:** The Contractor shall not use the Health System’s name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Executive Director of Procurement Services and the Vice President of Corporate Communications.

2.8 **License and Permits:** The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the Health System with evidence of such licenses, permits, and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits, and authorizations shall have been included by the Contractor in its proposal response.

2.9 **Business Associate Information and Safeguards:** If applicable, Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the PHI other than as provided for by this Agreement or by law. Business Associate agrees to implement a comprehensive written privacy and security program that includes administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity in compliance with the HITECH Act. Business Associate agrees to provide Covered Entity with Business Associate’s a copy of its privacy and security program prior to the execution of any Agreement. Business Associate further agrees to provide Covered Entity with information concerning such safeguards as Covered Entity may from time to time request.

2.10 **Vendor Credentialing Services:** The Health System requires all vendors to obtain a credential that will have access to any of our facilities as a vendor or contractor. The Health System has partnered with VCS (Vendor Credentialing Services) credentialing services. **Vendor is solely responsible for any and all costs incurred by it as part of the credentialing process.** Please visit [www.vcsdatabase.com](http://www.vcsdatabase.com) to complete your registration. NOTE: This process only applies to the awarded vendor(s). Awarded vendor(s) and contractors must have all staff that will be on any UHS facility to submit to this process. Only those approved employees will be allowed to enter any UHS facility as a vendor or contractor.

2.11 **Contract and Contract Conditions:** If awarded a contract, respondent agrees to the following:

(a) **Contract Term:** The contract will be awarded for the term outlined in this solicitation, commencing from the date of award. If delays in the solicitation process result in an adjustment of the anticipated contract effective date, the respondent agrees to accept a contract for the full term of the contract. Unless otherwise specified in this solicitation, the initial contract term is a three (3) year term with one (1) two-year renewal option.
(b) Contract Renewal Option: The contract may be renewed for the number of option years outlined in this solicitation. Any renewal of this contract under this provision will be put into effect by mutual agreement between Health System and the Contractor, with written notification being provided to the Contractor by Health System. The original terms and conditions will remain in effect for any renewal period. Unless otherwise noted in this solicitation (or any Addendum thereto), pricing for each optional year is to remain the same as the final year of the original contract term.

(c) Contract Transition: In the event services end by either contract expiration or termination, it shall be incumbent upon the Contractor to continue services, if requested by the Executive Director of Procurement Services, until new services can be completely operational. The Contractor acknowledges its responsibility to cooperate fully with the replacement Contractor and Health System to ensure a smooth and timely transition to the replacement Contractor. Such transitional period shall not extend more than one-hundred twenty (120) days beyond the expiration date of the contract, or any extension thereof. The Contractor will be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Health System.

(d) Price must remain firm and fixed for the duration of the contract term.

2.12 Oral Presentations: As part of the selection process, respondent(s) may be asked to make oral presentations. If an oral presentation is requested, the respondent(s) may be asked to elaborate on elements of its response and to demonstrate its understanding of the Health System request. The process of evaluating the proposals and conducting any subsequent interviews may extend, at a minimum, one month following the solicitation deadline.

This solicitation or request to make an oral presentation shall not obligate the Health System to accept or contract for any services whatsoever. The Health System reserves the right to request additional information or material deemed necessary to assist in the selection process and to modify or alter any or all of the requirements herein. In the event of a modification, all respondent(s) who submit responses will be given an opportunity to modify their responses in the specific areas affected.

3. SOLICITATION REQUIREMENTS

3.1 Vendor Questions: All questions regarding any solicitation must be submitted in writing, by e-mail, mailed, or hand-carried, and addressed to the Procurement staff member assigned to the solicitation. Vendor’s questions regarding any aspect of this solicitation shall be submitted exclusively to Contract Specialist, Carol Garza no later than 12:00pm on January 6, 2016 via the following e-mail address: Carol.Garza@uhs-sa.com. Questions should be asked in consecutive order, from beginning to end, following the organization of the solicitation. Each question should begin by referencing the solicitation page number and section number to which it relates. Questions received after 12:00pm on the date identified above shall not be addressed, answered, nor responded to.

3.2 Pre-Submittal Conference: A pre-submittal conference will be held at the University Health System, Business Center, 355-2 Spencer Lane, San Antonio, TX 78201 on January 05, 2016 at 10:00 a.m. Attendance is not required for the pre-response meeting in order to submit a response, however, it is strongly encouraged. This conference will be each Respondent’s opportunity to ask representatives of UHS questions and clarify provisions of the solicitation if
necessary. After the conference, prospective Respondents may submit written questions to the solicitation Contact until **12:00 p.m. Central Time on January 06, 2016**. UHS will not accept questions after that time. UHS is not obligated to respond to any question. However, if UHS decides to answer questions in writing, then UHS will post the responses to those questions and answers in the form of an addendum on the UHS website.

3.3 **Addendums:** All timely vendor questions and Health System answers will be posted as an amendment to this solicitation via [www.UniversityHealthSystem.com/bids](http://www.UniversityHealthSystem.com/bids) in the “Amendments” section of the online solicitation.

3.4 **Responses:** Respondents are invited to submit proposals (one marked ORIGINAL) and six (6) copies for this project. **Must also submit one (1) separate flash drives (thumb drive).** All information required in this solicitation shall be furnished or the response may be deemed non-responsive. The respondent shall print or type his or her name and manually sign the Solicitation, Offer, Acceptance, and Award and Schedule (if applicable). All contact must be made through the Procurement Services Department.

3.5 **Key Events Schedule/Solicitation Milestones:** The dates below are subject to change depending on number of responses received or other unforeseen circumstances. UHS will make every effort to communicate changes. Critical solicitation schedule milestones are:

- **Issue RFP:** December 21, 2015
- **Pre-Submittal Conference** January 05, 2016 at 10:00 A.M. CST
- **Due Date for Questions** January 06, 2016 at 12:00 P.M. CST
- **RFP Submittal Deadline** January 20, 2016 at 2:00 P.M. CST
- **Est. date for Evaluations** Week of February 1, 2015
- **Est. date for Presentations** Week of February 15, 2015
- **Est. date for Board approval** March 2016

4. **EVALUATION, DECISION CRITERIA AND AWARD MATRIX**

Each proposal will be evaluated on its responsiveness to the questions contained in this solicitation regarding the respondent’s experience and qualifications, scope of services, quantitative capabilities, organizational and financial stability, compensation requirements or other requirements listed below.
<table>
<thead>
<tr>
<th>DECISION CRITERIA</th>
<th>MAX POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medicare’s OASIS (Outcome and Assessment Information Set) Scores</td>
<td>25</td>
</tr>
<tr>
<td>Provide Full Range of Services Including the Ability to Perform</td>
<td>30</td>
</tr>
<tr>
<td>Evidence of Service Provided to Medically Indigent Patients</td>
<td>20</td>
</tr>
<tr>
<td>Local Staffing</td>
<td>5</td>
</tr>
<tr>
<td>Customer Service (Patient and Customer Satisfaction)</td>
<td>10</td>
</tr>
<tr>
<td>Quality Improvement Program</td>
<td>10</td>
</tr>
<tr>
<td><strong>Total Points</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>

5. **PROPOSAL SUBMITTAL FORMAT**

The Health System desires that the response to the solicitation be as succinct as possible, while still providing sufficient information for evaluation of the respondent’s qualifications, approach, and ability to meet the Health System’s needs in a responsive and cost-effective manner. In that regard, the Health System requests that the responses generally follow the outline format below, and that the vendor address all of the questions posed in this solicitation.

- TAB 1 – Signed Solicitation and Addendums
- TAB 2 – UHS Standard Terms and Conditions
- TAB 3 – Vendor Registration
- TAB 4 – Medicare’s OASIS Scores
- TAB 5 – Provide Full Range of Services Including the Ability to Perform
- TAB 6 – Evidence of Service Provided to Medically Indigent Patients
- TAB 7 – Local Staffing
- TAB 8 – Customer Service (Patient and Customer Satisfaction)
- TAB 9 – Quality Improvement Program
- TAB 10 – Pricing
- TAB 11 – Business Associate Agreement

6. **PROJECT BACKGROUND**

The University Health System (System) is soliciting proposals for Home Health Care Services within Bexar County for its CareLink members and other Health System patients.
7. **SCOPE OF SERVICES**

The Offeror must maintain licensure as required by State and Federal regulations and must notify the Health System in writing of all results from licensure surveys and investigations within thirty (30) days. The rates submitted should be 90% of the Current Medicare Fee Schedule and will remain in effect for the entire contract term. Primary disciplines include:

- Skilled Nursing
- Physical Therapy
- Speech Therapy
- Occupational Therapy
- Medical Social Worker
- Home Health Aide
- Pediatric Services

The primary service/patient categories served by the Home Health Care contract include, but are not limited to:

- Hydration
- Immunosuppressive Therapy
- Total Joint Replacement and Ortho-Trauma Patients
- Total Care Patients
- Medical Monitoring of Psychiatric Patients
- Total Parenteral Nutrition
- IV Therapy
- Wound Care
- Teaching/Education

The Health System will provide all medical supplies, some pharmaceuticals, and limited durable medical equipment based on medical necessity. The Health System has a limited formulary. If the Offeror provides additional or different supplies than those provided by the Health System without prior authorization, the Offeror may not bill the Health System or the patient for these items.

At any point in the contract, the Health System reserves the right to refer patients to other home health care providers if deemed to be in the best interest of either the patients or the Health System.
**Home Health Care Services Responsibilities**
The successful Offeror agrees to the delineation of responsibilities listed below for each discipline awarded.

<table>
<thead>
<tr>
<th>Disciplines include:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>• Skilled Nursing</td>
<td></td>
</tr>
<tr>
<td>• Physical Therapy</td>
<td></td>
</tr>
<tr>
<td>• Speech Therapy</td>
<td></td>
</tr>
<tr>
<td>• Occupational Therapy</td>
<td></td>
</tr>
<tr>
<td>• Medical Social Worker</td>
<td></td>
</tr>
<tr>
<td>• Home Health Aide</td>
<td></td>
</tr>
<tr>
<td>• Pediatric Services</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>University Health System</th>
<th>Contracted Company</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receives the physician orders and the referral for home health care services.</td>
<td>Have CareLink Member sign the <em>Home Health Agreement</em> and submit a copy to CareLink – Addendum A.</td>
</tr>
<tr>
<td>Send the request to CareLink for eligibility verification and prior-authorization.</td>
<td>Focus on teaching and training aspects associated with the prescribed care.</td>
</tr>
<tr>
<td>Receive the approval from CareLink and notify the home health care provider.</td>
<td>Submit monthly written progress reports to the ordering physician.</td>
</tr>
<tr>
<td></td>
<td>Will notify the physician immediately of any significant changes in the patient’s health status.</td>
</tr>
<tr>
<td></td>
<td>Will verify the patient’s eligibility and obtain pre-authorization from CareLink if services are to be extended beyond the initial time frame approved.</td>
</tr>
<tr>
<td></td>
<td>For non-CareLink patients, will verify eligibility and obtain pre-authorization from Care Coordination Department if services are to be extended beyond the initial time frame approved.</td>
</tr>
</tbody>
</table>
**Estimated annual visits for CareLink members:**

Below are the estimated annual visit for CareLink members.

<table>
<thead>
<tr>
<th>CPT CODE</th>
<th>DESCRIPTION</th>
<th>ANNUAL # OF VISITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>W9094</td>
<td>Skilled nursing visits, high tech</td>
<td>914</td>
</tr>
<tr>
<td>97116</td>
<td>Therapeutic procedure (physical therapy)</td>
<td>391</td>
</tr>
<tr>
<td>97003</td>
<td>Occupational therapy</td>
<td>144</td>
</tr>
<tr>
<td>1050X</td>
<td>Social worker counseling</td>
<td>0</td>
</tr>
<tr>
<td>W9095</td>
<td>Certified home health aide</td>
<td>0</td>
</tr>
<tr>
<td>92507</td>
<td>Speech therapy</td>
<td>31</td>
</tr>
</tbody>
</table>

**Estimated annual visits for Care Coordination:**

Below are the estimated annual visit for Care Coordination members.

<table>
<thead>
<tr>
<th>CPT CODE</th>
<th>DESCRIPTION</th>
<th>ANNUAL # OF VISITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>W9094</td>
<td>Skilled nursing visits, high tech</td>
<td>1040</td>
</tr>
<tr>
<td>97116</td>
<td>Therapeutic procedure (physical therapy)</td>
<td>350</td>
</tr>
<tr>
<td>97003</td>
<td>Occupational therapy</td>
<td>122</td>
</tr>
<tr>
<td>1050X</td>
<td>Social worker counseling</td>
<td>0</td>
</tr>
<tr>
<td>W9095</td>
<td>Certified home health aide</td>
<td>0</td>
</tr>
<tr>
<td>92507</td>
<td>Speech therapy</td>
<td>30</td>
</tr>
</tbody>
</table>

8. **TABS**

Each proposal will be evaluated on its responsiveness to the “TAB” Sections contained in this solicitation regarding the respondent’s experience and qualifications, scope of services, quantitative capabilities, organizational and financial stability, compensation requirements or other requirements listed. Refer to the “TAB” Sections for the specifics on what needs to be submitted to respond to this solicitation.
TAB 1
Signed Solicitation and Addendum(s)

Submit with the response to this solicitation a signed copy of the solicitation and all pages of the solicitation as well as an Addendum(s) released by UHS.
Attach a signed copy of UHS’s Standard Terms and Conditions with your solicitation response.

**Precedence of the Health System’s Standard Terms and Conditions:** The contract resulting from this procurement shall consist of the specification included herein, University Health System’s Standard Terms and Conditions, any amendment to this solicitation, the Contractor’s respondent’s proposal, and Health System’s Contract Term Sheet. **In the event of a conflict between the provisions of this solicitation, including any amendments to this solicitation, and the respondent’s proposal, the solicitation and/or the amendment shall govern.**

**NOTE THE FOLLOWING REGARDING UHS’S STANDARD TERMS AND CONDITIONS:**

In submitting a response, the respondent will be deemed to have agreed to each clause of the solicitation and the Health System’s Standard Purchase Terms and Conditions unless the vendor’s response clearly identifies an objection, sets forth the basis for the objection, and provides substitute language addressing the respondent’s concerns.

If a company is taking exception to the UHS Standard Terms and Conditions, the company must submit with the response the proposed exceptions. Any sections that are not applicable indicate so by placing “N/A” beside the appropriate section. Any other revisions to the UHS terms and conditions will have to be approved by the Procurement Services Department and UHS Legal Counsel. However, if a company presents what is considered excessive exceptions or additions to UHS Standard Terms and Conditions as deemed unacceptable or not in the best interest to UHS, UHS reserves the right to consider the proposer non responsive and therefore will be removed from consideration.
TAB 3

Vendor Registration

It is mandatory that forms be completed properly in order for your response to be valid. Any responses received that do not have the required forms, signatures, and/or do not have correct number of copies may be declared non-responsive. Submit a copy of all the required documents with your response to this solicitation under this tab. This information will be used to enter your business into the Health System purchasing data base primarily for the purpose of payment and for notification of future Procurement opportunities.

1. Notice to all Contractors/Vendors/Suppliers: You must register on our website, http://www.UniversityHealthSystem.com/vendors to be eligible to submit responses for this and all future formal/informal opportunities.

2. Registration is good for a three-year period.

3. Documents required for registration include:
   a. Workforce Composition
   b. Vendor Questionnaire (completed on website)
   c. Conflict of Interest Questionnaire
   d. Form W9 (Request for Taxpayer Identification Number and Certification)
   e. Copy of vendor’s Affirmative Action Plan or Policy - An affirmative action plan should reflect respondent’s current practice as it pertains to equal employment opportunities in full compliance with applicable Federal and State laws and regulations.

4. If awarded, the awarded company must provide a copy of the company’s Insurance Certificate to UHS no later than 10 days after award.

5. If awarded, the awarded company must provide a copy of the vendor’s Workers’ Compensation Insurance Certificate to be on file with the Health System’s Safety Officer for awards requiring the vendor’s personnel to perform services on Health System premises. No award will be made unless this document is on file.
TAB 4
Medicare’s OASIS (Outcome and Assessment Information Set) Scores

Submit with your response your Medicare OASIS Scores for the past two years (2014 and 2013 and no older than 2012). The OASIS scores will be evaluated based on the quality of care provided.
Our company is able to perform all of the Primary disciplines listed below and has the capacity and capability to have adequate staffing to perform this contract if awarded:

- Skilled Nursing
- Physical Therapy
- Speech Therapy
- Occupational Therapy
- Medical Social Worker
- Home Health Aide
- Pediatric Services

By signing below our Company acknowledges it is able to perform all the service categories listed below and has the capacity and capability to have adequate staffing to perform this contract if awarded.

_____________________________________________________
Vendor Signature and Date

Vendor Name (Print Name): ____________________________________________

Title of the Above Signature: ___________________________________________

Our Company is able to perform all the service categories listed below and has the capacity and capability to have adequate staffing to perform this contract if awarded:

- Hydration
- Immunosuppressive Therapy
- Total Joint Replacement and Ortho-Trauma Patients
- Total Care Patients
- Medical Monitoring of Psychiatric Patients
- Total Parenteral Nutrition
- IV Therapy
- Wound Care
- Teaching/Education

By signing below our Company acknowledges it is able to perform all the service categories listed below and has the capacity and capability to have adequate staffing to perform this contract if awarded.

_____________________________________________________
Vendor Signature and Date

Vendor Name (Print Name): ____________________________________________

Title of the Above Signature: ___________________________________________
The Offeror is expected to perform at a minimum, but not limited to, the following:

a) Provide teaching and training aspects associated with the categories of care listed in the Statement of Need.
b) Submit monthly written progress reports to the primary care physician. Reports must include at least the following: patient’s name, services provided, Home Health case manager, physician name, number of visits provided, dates of services provided, and anticipated discharge date.
c) Notify the primary care physician immediately of any significant change in the patient’s health status.
d) Maintain licensure as required by State and Federal regulations and must notify the System in writing of all results from licensure surveys and investigations within thirty (30) days.
e) Verify the patient’s eligibility and obtain pre-authorization for services from the CareLink Department or for non-CareLink patients obtain authorization from the Care Coordination Department.
f) Submit claims electronically on HCFA-1500 form for services rendered to CareLink patients. In addition, submit a spreadsheet with patient demographics information and an attached HCFA-1500 form for the Care Coordination patients. The claims must be submitted within 90 days following the date of service. The System reserves the right to deny payment for claims not submitted within 90 days, for services where pre-authorization was not obtained and when eligibility is not confirmed by the CareLink Department or Care Coordination Department. If the System does not pay for one of the above said reasons, the Offeror may not bill the patient. The Offeror must accept the System payment as payment in full and may not balance bill the patient. The Offeror must agree to bill the Care Coordination and CareLink Departments separately.

h) Assure that all CareLink members sign the Home Health Agreement (Addendum A) and submit a copy to CareLink on a monthly basis. (see attached as a separate document).
i) Offeror must be able to provide comprehensive intravenous (IV) therapy and wound care management to the System’s patients.
j) It is the Offeror’s responsibility to meet the needs of patients for which the System has given prior authorization. In the event that the Offeror experiences staffing shortages or is unable to provide services, the Offeror must contract for additional staff coverage. The Offeror is responsible for assuring that the additional subcontracted agency is JCAHO accredited, qualified, credentialed, and agree to abide by all terms of this Agreement. Offeror assumes responsibility for paying any subcontractors, while System reimburses the Offeror at the contracted rate.

k) The successful Offeror agrees to the delineation of responsibilities as noted above.
By signing below our Company acknowledges it is able to perform all the services listed below and has the capacity and capability to have adequate staffing to perform this contract if awarded.

Vendor Signature and Date

Vendor Name (Print Name): ________________________________

Title of the Above Signature: ________________________________
TAB 6
Evidence of Service Provided to Medically Indigent Patients

The ideal partner will have previous partnerships with hospital districts or federally qualified healthcare centers, Medicaid, city/county programs, Medicaid traditional and managed care etc.

Provide a statement for each of the items below on how the company was able to provide services for the patient population below.

a) Offeror must demonstrate their ability to deal with complex social issues and have a working knowledge of the community and available resources. Provide summary of current program and listing of community resources currently being utilized.
b) Offeror must demonstrate previous experience dealing with medically indigent patients such as the uninsured, Medicaid patients, etc.
TAB 7
Local Staffing

The Offeror must have an administrative office in Bexar County and have sufficient local staffing to execute the contract.

i. Provide the address of your local administrative office including building name, street address, phone number, fax number, email address and the name of the local company representative.

ii. Indicate the number of staff members you have to perform each of the disciplines outlined in this RFP.

iii. The Offeror must have a representative “on-call” by telephone or pager 24 hours per day, 7 days per week. The Offeror must provide a liaison to review discharges and gather information prior to patient discharge. The Offeror must have the capability of accepting evening admissions until 21:00 as well as providing hospital assessments.

iv. The Offeror must have the capacity of accepting evening admissions until 21:00 as well as providing hospital assessments.

v. Provide the credentials by discipline, and evidence of licensure and certification for the two licensed personnel who will be service as the “on-call” representatives.

vi. Provide the credentials, licenses, and certifications of the personnel who will be principally responsible for management of the Health System’s contract.

vii. Submit the resumes for personnel who will act as a liaison with the Health System.
TAB 8
Customer Service (Patient and Contractor Satisfaction)

The Offeror shall endeavor to maintain an average score of 80 or better on random patients satisfaction surveys conducted by the Offeror. Initially the scores should be submitted to the System for the previous year and then on a quarterly basis in response to this solicitation. In addition, there should be a process improvement plan if scores are below 80.

By signing below our Company acknowledges that it will maintain Patient Satisfaction Survey Scores at 80% and above throughout the duration of the agreement.

Vendor Signature and Date

Vendor Name (Print Name): _____________________________________________

Title of the Above Signature: ___________________________________________
TAB 9
Quality Improvement Program

Maintain a continuous quality improvement program and share the results of that program with the System on a quarterly basis. These reports should include findings on high volume problem prone areas. Offeror must agree to an on-site quality assurance audit by the System on a quarterly basis.

_____________________________________________________
Vendor Signature and Date

Vendor Name (Print Name): ____________________________________________

Title of the Above Signature: ____________________________________________
TAB 10
Pricing

By signing below, we acknowledge and agree that our compensation for this agreement will not exceed 90% of the current Medicare Fee Schedule. The Health System will not pay any higher than 90%. This percentage will remain in effect for the entire contract term and is in compliance with Joint Commission requirements.

_____________________________________________________
Vendor Signature and Date

Vendor Name (Print Name): ___________________________________________

Title of the Above Signature: _________________________________________
This Business Associate Agreement (this “Agreement”) is made and entered into effective as of _______________, (the Effective Date” as hereinafter defined, by and between Bexar County Hospital District D/B/A University Health System, a political subdivision of the state of Texas (“Covered Entity”) and _______________ (“Business Associate”). Covered Entity and Business Associate may each be referred to in this Agreement as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, Covered Entity and Business Associate have a business relationship pursuant to which Business Associate has agreed to provide or arrange to provide certain contracted services (the “Services”) for Covered Entity that may involve the creation, receipt, maintenance, or transmission of protected health information, including electronic protected health information; and

WHEREAS, the Services will be provided to Covered Entity under one or more service agreements which are collectively referred to in this Agreement as the “Service Agreements”; and

WHEREAS, both Parties desire to meet their obligations under: (i) HIPAA; (ii) the HIPAA Rules; (iii) the HITECH Act; (iv) Chapter 181 of the Health and Safety Code; and (v) Chapter 521 of the Business and Commerce Code; and

WHEREAS, both Parties desire to make technical and procedural arrangements to assure that their business relationships meet each of these various statutory or regulatory requirements; and

WHEREAS, both Parties desire to set forth the terms and conditions pursuant to which Protected Health Information that is created, received, maintained, or transmitted by Business Associate will be handled both as between themselves and with third parties.

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

I. Definitions

Unless otherwise defined in the Agreement, each term that is used in this Agreement has the meaning assigned to that term by parts 160 through 164 of Title 45 of the CFR. In this Agreement:

A. “Breach” has the meaning assigned by 45 CFR § 164.402. As of the Effective Date, breach means the acquisition, access, use, or disclosure of PHI in a manner not permitted under
Subpart E of 45 CFR Part 164 which compromises the privacy or security of the PHI, with the exception of the exclusions specified in 45 CFR § 164.402.


C. “Breach of security system” has the meaning assigned by § 521.053 of the Business and Commerce Code. As of the Effective Date, breach of security system means an unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of sensitive personal information maintained by a person.


F. “Designated record set” has the meaning assigned by 45 CFR §164.501. As of the Effective Date, a designated record set means a group of records maintained by or for Covered Entity that is: (i) the medical records and billing records about Individuals maintained by or for a covered health care provider; (ii) the enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for Covered Entity to make decisions about individuals.

G. “DHHS” means the United States Department of Health and Human Services.

H. “Disclosure” has the meaning assigned by 45 CFR §160.103. As of the Effective Date, disclosure means the release, transfer, provision of access to, or divulging in any manner of information outside the entity holding the information. The various forms of the term disclosure (e.g., “disclose” and “disclosing”) have corresponding meanings.

I. “Electronic protected health information” or “e-PHI” has the meaning assigned by 45 CFR §160.103. As of the Effective Date, e-PHI means PHI that is transmitted by or maintained in electronic media.

J. “Encryption” has the meaning assigned by 45 CFR §164.304, and “encrypted” means data that has been transformed through encryption. As of the Effective Date, encryption means the use of an algorithmic process to transform data into a form in which there is a low probability of assigning meaning without use of a confidential process or key.

K. “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as codified in 45 CFR Parts 160, 162, and 164; and “HIPAA Rules” collectively refers to the regulations related to HIPAA and/or the HITECH Act, including, but not limited to, the Privacy Rule, Security Rule, and Omnibus Rule.


N. “Individual” has the meaning assigned by 45 CFR § 160.103 and includes a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g). As of the Effective Date, an individual is the person (patient) who is the subject of the PHI at issue or who qualifies as a personal representative of such patient.


P. “Privacy Rule” means the standards for the Privacy of Individually Identifiable Information set forth in 45 CFR Parts 160 and 164.

Q. “Protected health information” or “PHI” has the meaning assigned by 45 CFR § 160.103. As of the Effective Date, PHI means individually identifiable health information (with limited exceptions for information maintained in certain education records or employment records and information regarding a person who has been deceased for more than 50 years) that is transmitted by, or maintained in, electronic media or transmitted or maintained in any other form or medium. Without limiting the foregoing, except as otherwise provided in this Agreement, Business Associate’s rights and obligations under this Agreement shall apply only to PHI created, received, maintained, or transmitted by Business Associate in conjunction with the Services performed by Business Associate for Covered Entity.

R. “Required by law” has the meaning assigned by 45 CFR §164.103. As of the Effective Date, required by law means a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law.

S. “Secretary” means the Secretary of DHHS.

T. “Security incident” has the meaning assigned by 45 CFR §164.304. As of the Effective Date, security incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.


V. “Sensitive personal information” has the meaning assigned § 521.002(a) of the Business and Commerce Code. As of the Effective Date, sensitive personal information means (i) an individual’s first name or first initial and last name in combination with any one or more of the following items, if the name and such items are not encrypted: (social security number; driver’s license number or government-issued identification number; or account number or credit or debit card number in combination with any required security code, access code, or password that would permit access to an individual’s financial account; or (ii) information that identifies an individual and relates to: the physical or mental health or condition of the individual; the provision of health care to the individual; or payment for the provision of health care to the individual.
W. "Subcontractor" has the meaning assigned by 45 CFR § 160.103. As of the Effective Date, subcontractor means a person to whom Business Associate delegates a function, activity, or service, other than in the capacity of a member of its workforce.

X. "Unsecured PHI" has the meaning assigned by 45 CFR § 164.402. As of the Effective Date, unsecured PHI means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the Secretary in the guidance issued under Section 13402(h)(2) of Public Law 111-5 [78 F.R. 5695, Jan. 25, 2013].

Y. "Use" has the meaning assigned by 45 CFR § 160.103. As of the Effective Date, use means, with respect to individually identifiable health information, the sharing, employment, application, utilization, examination, or analysis of such information within an entity that maintains such information. The various forms of the term use (e.g., "used" and "using") have corresponding meanings.

Z. "Workforce" has the meaning assigned by 45 CFR § 160.103. As of the Effective Date, workforce means employees, volunteers, trainees, and other persons whose conduct, in the performance of work for Covered Entity or Business Associate, is under the direct control of Covered Entity or Business Associate.

II. Purposes for which PHI May Be Disclosed to Business Associate

In connection with the Services provided by Business Associate to or on behalf of Covered Entity as described in the Service Agreements, subject to the terms and conditions of this Agreement, Covered Entity may disclose PHI to Business Associate for any purpose described in such Service Agreements.

III. Obligations and Activities of Business Associate

A. Legal Obligations. Business Associate is required by law to comply, and hereby agrees to comply, with the applicable requirements of: (i) the HIPAA Rules; (ii) the applicable provisions of the HITECH Act; (iii) Chapter 181 of the Health and Safety Code; and (iv) §§ 521.052(a) and 521.053 of the Business and Commerce Code. Business Associate hereby agrees to maintain the security and privacy of all PHI, including ePHI, in a manner consistent with such laws and regulations and any other applicable state or federal laws and regulations and further agrees that any regulations and/or guidance issued by HHS that relate to the obligations of Business Associate shall be deemed incorporated into and made a part of this Agreement.

B. Permitted Use and Disclosures. Business Associate agrees not to use or disclose PHI other than as permitted or required by this Agreement or as required by law.

C. Safeguards. Business Associate agrees to use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to
prevent the use or disclosure of PHI other than as provided for by this Agreement or as required by law. Business Associate agrees to implement a comprehensive written privacy and security program that includes administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of ePHI that it creates, receives, maintains or transmits on behalf of Covered Entity in compliance with the HIPAA Security Rule. If requested, Business Associate agrees to provide Covered Entity with a copy of Business Associate’s privacy and security program prior to the execution of this Agreement. Business Associate further agrees to provide Covered Entity with information concerning such safeguards as Covered Entity may from time to time request.

D. Mitigation of Unauthorized Uses or Disclosures. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or by any subcontractor or agent of Business Associate (or any downstream contractor of any such subcontractor or agent) in violation of the requirements of this Agreement.

E. Duty to Report Unauthorized Uses or Disclosures and Security Incidents. Without limiting Section III(F) hereof, Business Associate shall report to the Covered Entity any use or disclosure of PHI not provided for by this Agreement and/or any security incident of which Business Associate becomes aware whether such unauthorized use or disclosure was made by, or such security incident involves, Business Associate, its workforce or any subcontractor or agent of Business Associate (or any downstream contractor of any such subcontractor or agent), including, but not limited to, any potential breach of unsecured protected health information as required at 45 CFR 164.410. Such report shall include the patient name, contact information, nature/cause of the unauthorized use or disclosure or security incident, PHI so used or disclosed or subject to the security incident, and the date or period of time during which the unauthorized use or disclosure or security incident occurred. Business Associate will promptly update its report to Covered Entity if further information becomes available thereafter. Covered Entity shall be permitted to investigate any such report and to examine Business Associate’s premises, records and practices and interview/examine personnel, including personnel of any subcontractor or agent of Business Associate, regarding such unauthorized use or disclosure or security incident. Business Associate shall take prompt corrective action to cure any deficiencies and shall perform any action pertaining to such unauthorized use or disclosure or security incident required by applicable federal or state laws or regulations.

F. Notification of Breach. Business Associate shall report to the Covered Entity the discovery of any breach of unsecured PHI as defined by the HITECH Act and 45 C.F.R. §164.402, by Business Associate, its workforce or any subcontractor or agent of Business Associate (or any downstream contractor of any such subcontractor or agent), within five (5) business days of such discovery. Such notice shall include all information required by the Breach Notification Rule, including, but not limited to, the patient name, contact information, nature/cause of the breach, the unsecured PHI breached, the date or period of time during which the breach of unsecured PHI occurred, as well as any other available information Covered Entity is required to include in its notification to the individual(s), the HHS Office for Civil Rights (OCR), and potentially the media. Business Associate shall further be responsible for any and all costs
related to notification of any security or privacy breach reported by Business Associate to
Covered Entity to impacted individuals or next of kin (if the individual is deceased), the HHS
Office for Civil Rights (OCR), and/or the media.

G. **Breach Notification for Other Sensitive Personal Information.** In addition to the reporting
under Section E, Business Associate shall notify Covered Entity of any breach of computerized
sensitive personal information to assure Covered Entity’s compliance with the notification
requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, § 521.053, Texas Business &
Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with
any breach caused by Business Associate’s negligent or willful acts or omissions, or those
negligent or willful acts or omissions of Business Associate’s agents, officers, employees or
subcontractors.

H. **Agents and subcontractors.** Business Associate shall require each subcontractor and agent of
Business Associate that creates, receives, maintains, or transmits PHI to sign a written
agreement that binds such subcontractors and agents to the same restrictions and conditions
that apply to Business Associate pursuant to this Agreement. Without limiting the foregoing,
each such agreement shall:

1. Require such subcontractor or agent to provide adequate safeguards against improper
use or disclosure or breach of security related to e-PHI;

2. Contain reasonable assurances from such subcontractor or agent that the PHI it holds or
maintains will remain confidential as provided in this Agreement and disclosed only as
provided in this Agreement or required by law for the purposes for which it was
disclosed to the respective subcontractor or agent;

3. Require such subcontractor or agent to comply with § 521.052(a) of the Business and
Commerce Code; and

4. Obligate such subcontractor or agent to immediately notify Business Associate in
writing of any breaches of the confidentiality of PHI, including, but not limited to, any
security breach of unsecured PHI and any breach of system security, in accordance with
the Breach Notification Rule and § 521.053 of the Business and Commerce Code.

I. **Authorized Access to PHI.** If Business Associate is required to maintain a designated record
set on behalf of Covered Entity, Business Associate agrees to provide access, at the request of
Covered Entity and in a time and manner agreed to by both parties, to PHI in a designated
record set, to Covered Entity or, as directed by Covered Entity, to an individual in order to
meet the requirements under 45 CFR §164.524. Business Associate will notify Covered
Entity’s Privacy Officer within ten (10) business days if it receives a request from an
individual for access to such individual’s PHI maintained in the designated record set and
Covered Entity shall be responsible for responding to such requests from the individual.

J. **Amendment of PHI.** If Business Associate is required to maintain a designated record set on
behalf of Covered Entity, Business Associate agrees to make any amendment(s) to protected
health information in a designated record set as directed or agreed to by the Covered Entity
pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR § 164.526 in the time and manner agreed to at the time by both parties. Business Associate will notify Covered Entity’s Privacy Officer within ten (10) business days if it receives a request from an individual for access to such individual’s PHI maintained in the designated record set and Covered Entity shall be responsible for responding to such requests from the individual.

K. **Right to Audit.** Business Associate agrees to make its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI available, to Covered Entity and/or to the Secretary in a time and manner either agreed to by both parties, or in a time and manner designated by the Secretary, for purposes of the Secretary determining compliance with the HIPAA Rules and the HITECH Act and its implementing regulations. Compliance with this provision shall not be deemed a waiver of any attorney-client and work product privileges or of any other applicable privilege provided by law.

L. **Documentation of Disclosures.** Business Associate agrees to document disclosures of PHI and maintain such documentation as well as 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 PHI in accordance with 45 CFR §164.528.

M. **Accounting for Disclosures.** Business Associate agrees to provide to Covered Entity, within ten (10) days of a written request, information collected in accordance with this Agreement, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. Such information shall include: (i) the date of the disclosure, (ii) the name of the entity or persons receiving the PHI, and if known, the addresses of such entity or persons, (iii) a brief description of the PHI disclosed, and (iv) a brief statement of the purpose of such disclosure.

N. **Prohibition of Sale of PHI.** Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an individual except as permitted by the HITECH Act and its implementing regulation.

O. **Conflict Resolution.** In fulfilling the terms of its engagement and this Agreement, Business Associate shall employ all appropriate legal means to protect and advance the Covered Entity’s legitimate rights, claims, and objectives. Should a conflict arise between Business Associate’s responsibilities to Covered Entity and HIPAA privacy requirements or the requirements provided under the HITECH Act, Business Associate will endeavor to protect confidential information relating to representation of Covered Entity to the greatest extent permitted by law.

P. **Health and Safety Code Requirements.** Business Associate shall not: (i) sell PHI in such a way as to violate Section 181.153 of the Health and Safety Code; (ii) use PHI in such a manner as to violate Section 181.152 of the Health and Safety Code; or (iii) attempt to re-identify any information in violation of Section 181.151 of the Health and Safety Code, regardless of whether such action is on behalf of or permitted by Covered Entity.

Q. **Encryption.** To the extent feasible, Business Associate must use commercially reasonable efforts to secure PHI through technology standards that render such PHI unusable, unreadable, and indecipherable to individuals or entities unauthorized to acquire or otherwise have access
to such PHI in accordance with guidance promulgated by DHHS or issued by the National Institute for Standards and Technology ("NIST") concerning the protection of identifiable data such as PHI.

IV. Permitted Uses and Disclosures by Business Associate

A. General Use and Disclosure Provisions. As specified in this Agreement, Business Associate may create, receive, maintain, or transmit PHI as necessary to perform its obligations to Covered Entity under the Service Agreements; provided, however, that all other uses not authorized by this Agreement, the applicable Service Agreement, or other written instructions from Covered Entity are prohibited. Business Associate may disclose PHI for the purposes authorized by this Agreement only: (i) to its employees and to its subcontractors and agents in accordance with Section III (H) above; (ii) as directed by Covered Entity; or (iii) as otherwise permitted by the terms of this Agreement, including, but not limited to, Section IV(B) below. Except for the purposes specified in Section IV(B), Business Associate may not use or disclose PHI in a manner that would violate the HIPAA Rules if done by Covered Entity. Without limiting the foregoing, when creating, requesting, using, transmitting or otherwise disclosing PHI pursuant to this Agreement, Business Associate shall comply with the Privacy Rule’s “minimum necessary” requirements.

B. Specific Use and Disclosure Provisions

1. Except as otherwise limited in this Agreement, Business Associate may use PHI, if necessary, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate but only if and to the extent authorized by the Privacy Rule.

2. Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

V. Obligations of Covered Entity

A. Notice of Privacy Practices. Covered Entity shall notify Business Associate as soon as practicable of any limitation(s) in its notice of privacy practices of Covered Entity, in accordance with 45 CFR §164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.
B. **Revocation of Permitted Use or Disclosure of PHI.** Covered Entity shall notify Business Associate as soon as practicable of any changes in, or revocation of, permission by any individual to use or disclose the individual's PHI, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

C. **Restrictions on Use or Disclosure of PHI.** Covered Entity shall notify Business Associate as soon as practicable of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI.

VI. **Permissible Requests by Covered Entity**

Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules, HITECH or any other applicable law or regulation if done by Covered Entity.

VII. **Terms and Termination**

A. **Termination.** This Agreement shall terminate when (i) federal and/or state law no longer requires the Agreement; or (ii) all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if the Parties mutually agree that it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. In the event it is determined that the PHI can be destroyed, then Business Associate shall destroy all paper, film or other hard copy media by shredding or destruction, and destroy electronic media by clearing, purging or destruction so that the PHI cannot be retrieved, and Business Associate shall certify in writing to Covered Entity that such PHI has been destroyed.

B. **Termination for Cause.** Upon knowledge of a material breach, the non-breaching party may:

1. Provide a reasonable opportunity for the other party to cure the breach or end the violation and terminate this Agreement if cure is not possible; or

2. Immediately terminate this Agreement if cure is not possible.

C. **Effect of Termination.** Except as provided in the second bullet of the foregoing section, upon termination of this Agreement for any reason, Business Associate shall, if feasible, within 60 days return or destroy (only with Covered Entity's permission and in a manner consistent with this Agreement) all PHI in any form that is in the possession or control of Business Associate and shall retain no copies of such information.

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

All of the terms and conditions of this Section VII(C) shall apply to PHI that is in the possession or control of any subcontractor or agent of Business Associate (and any downstream contractor of any such subcontractor or agent).

VIII. Miscellaneous

A. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules, the HITECH Act, the Health and Safety Code, the Business and Commerce Code or any other law or regulation means the section currently in effect or as it may be amended, and for which compliance is required.

B. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for compliance with the requirements of the HIPAA Rules and any other applicable law or regulation. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in writing duly signed and agreed to by Business Associate and Covered Entity.

C. Survival. The respective rights and obligations of Business Associate under Section III, including all subsections thereof, shall survive the termination of this Agreement for so long as Business Associate or any of its subcontractors and/or agents maintain such PHI; provided, however, Sections III(D), (K), and (M) and Sections VII and VIII, including all subsections thereof, shall survive the termination of this Agreement even after PHI is no longer maintained by Business Associate or any of its subcontractors and/or agents.

D. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules, HITECH, or any other applicable law or regulation.

E. Choice of Law. This Agreement shall be governed by and construed by and in accordance with the laws of the state of Texas and the federal provisions governing HIPAA and the HITECH Act.

F. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective successors and assigns.

G. Severability. If any term or provision of this Agreement or the application thereof to any Party or circumstance shall, to any extent be found to be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to the Parties are not to be affected thereby, and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

H. Headings. The section headings throughout this Agreement are provided for reference and convenience only, and the words contained therein shall not in any way be held to explain,
modify or otherwise affect the interpretation, construction or meaning of the provisions of the Agreement.

I. **Nature of Relationship.** Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates; (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates; or (iii) a relationship of employer and employee between the Parties.

J. **Liability.** Business Associate is subject to possible civil and criminal penalties for its failure to comply with the HIPAA Rules, the HITECH Act and its implementing regulations and guidance, and Chapter 521 of the Business and Commerce Code.

K. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney’s fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate’s or its agents’ duties under this Agreement. This indemnity shall not be construed to limit Covered Entity’s rights, if any, to common law indemnity.

L. **Equitable Relief.** Any disclosure of misappropriation of PHI, including, but not limited to, any breach of unsecured PHI, any security incident or any breach of system security by Business Associate, its workforce or any subcontractor or agent of Business Associate (or any downstream contractor of any such subcontractor or agent) in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate, its workforce or any subcontractor or agent of Business Associate (or any downstream contractor of any such subcontractor or agent) from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.

M. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

N. **Electronic Access.** If electronic access to Covered Entity’s Information Systems is necessary as part of Business Associates performance of the Services Agreement(s), Business Associate understands and agrees that its use will be in strict compliance with Covered Entity’s Policies and that the assigned user ID and computer password are to be used solely in connection with the services to be provided and only as necessary to perform responsibilities related thereto. Moreover, Business Associate acknowledges and agrees that its Workforce will safeguard the confidentiality of the assigned user ID and password and sharing or misuse of the
user ID or password is grounds for immediate removal from access into the Information Systems as well as grounds for termination of this Agreement and the Services Agreement. Business Associate further acknowledges and agrees to maintain a current list of all authorized users and immediately notify Covered Entity when changes occur to users practice or job duties which would eliminate or materially affect a user’s status or stated justification for access to Covered Entity’s Information Systems.

O.  *Notices.* All notices and other communications provided for hereunder shall, unless otherwise stated herein, be in writing (including facsimile communication) and be mailed, transmitted by facsimile or delivered, as to each person listed below, at its address set forth below or at such other address as shall be designated by such person in a written notice to the Parties.

**To the Business Associate:**
Privacy Officer

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**Email:**

**To the Covered Entity:**
Privacy Officer
University Health System
4502 Medical Drive
San Antonio, Texas 78229
Email: BAA@uhs-sa.com

P.  *Counterparts and Electronic Signature.* This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other Party and the receiving Party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.
Q. *Entire Agreement.* This Agreement and any Amendment(s) and/or Addenda hereto constitute the sole and only Agreement of the Parties and supersedes any prior understanding or written or oral Agreements between the Parties respecting the subject matter herein.

**EXECUTED IN DUPLICATE ORIGINALS EFFECTIVE AS OF THE EFFECTIVE DATE.**

**Bexar County Hospital District d/b/a University Health System:**

_________________________________  _____________________________
Vice President/Chief Legal Officer  Name/Title

| Approved as to Form:

_____________________________
Associate General Counsel