Temporary Clinical Staffing MSP Services

Request for Proposal

December 23, 2016

Presented by:
NYU Hospitals Center
Strategic Sourcing
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1. Introduction

NYU Hospitals Center (NYUHC) is one of the nation’s premier academic medical centers. Our trifold mission to serve, teach, and discover is achieved daily through an integrated academic culture devoted to excellence in patient care, education, and research.

NYUHC is conducting a Request for Proposal (RFP) for a qualified a Managed Service Provider of temporary healthcare staffing to NYUHC during agreed upon hours.

Our Leadership, Campus Transformation, and Community Service Plan

Located in the heart of Manhattan, with additional facilities throughout the New York City area, NYU Hospitals Center consists of four hospitals:

- **Tisch Hospital**, our flagship acute-care facility
- **Rusk Rehabilitation**, ranked as one of the top 10 rehabilitation programs in the country by *U.S. News & World Report* since 1989, and recently awarded a three-year accreditation from the Commission on Accreditation of Rehabilitation Facilities (CARF)
- **Hospital for Joint Diseases**, a dedicated inpatient orthopedic hospital
- **Hassenfeld Children’s Hospital of New York at NYU Langone**, which provides comprehensive children’s health services across NYU Hospitals Center
- **NYU Lutheran Medical Center**, a 468-bed acute-care facility in Sunset Park, Brooklyn
- **Kimmel Pavilion – early 2017**
- **Future Family Health Center acquisition and growth**

Additionally, our growing outpatient network brings our world-class medical services directly to the communities where our patients live and work. When more complex care is needed, we bridge the gap between our community-based practices and our hospitals to provide a seamless healthcare experience.

Specialists at NYU Hospitals Center treat a full range of medical conditions in both inpatient and outpatient settings at locations throughout New York City’s five boroughs, Long Island, New Jersey, and Westchester, Putnam, and Dutchess counties.
Partnership and Collaboration:

In a groundbreaking partnership, NYU Hospitals Center and Lutheran Medical Center, in Sunset Park, Brooklyn, have joined forces. The new collaboration will combine the best in local, community-based healthcare with the array of specialty services, expertise, and research strengths of our academic medical center. NYU Lutheran, a 468-bed hospital founded in 1883, is a New York State-certified Level I Trauma Center and a New York State-designated regional stroke center. The NYU Lutheran system includes Lutheran Family Health Centers (a network of 9 outpatient primary care sites, 25 school-based health and dental clinics, and a large community medicine program); Lutheran Augustana (a comprehensive extended care and rehabilitation center); the Community Care Organization (a licensed home care agency); and subsidized senior housing developments.

1.1. Our Nationally Recognized Experts and Programs:

Each year, NYUHC is recognized for providing outstanding care. In 2013, 2014 and 2015, NYUHC was ranked number 1 for overall patient safety and quality among leading academic medical centers that were included in the University HealthSystem Consortium Quality and Accountability study. We received The Gold Seal of Approval®, and were the first recipient of the Perinatal Certification by The Joint Commission, the leading accreditor of healthcare organizations in America, reflecting a commitment to high-quality patient care. We also were the first academic medical center in New York City to receive the Baby Friendly Designation, which is sponsored by the WHO and UNICEF to recognize hospitals that offer an optimal level of care for infant feeding.

Our exceptional physicians are named on Castle Connolly’s “America’s Top Doctors” and New York magazine’s “Best Doctors” annual listings. Our nurses are also recognized for excellence in the care they provide, receiving Magnet® status for the third consecutive time by the American Nurses Credentialing Center (ANCC). Magnet® status is an honor achieved by only 7 percent of hospitals in the United States.

At NYU Langone, we emphasize treating the whole person and not simply the disease. We are renowned for evidence-based clinical care across a wide array of specialties, including cardiac and vascular care, cancer, inpatient and outpatient musculoskeletal care—including orthopedics, rheumatology, and rehabilitation—and a host of specialty children’s services at Hassenfeld Children’s Hospital and the KiDS Emergency Department.
Campus Transformation:

Our campus transformation project is reshaping NYU Hospitals Center through construction, renovations, and expansions. The Kimmel Pavilion will be an 830,000 square foot hospital building, which will focus on inpatient and procedure-based care for several of the medical center’s strategic areas including cardiovascular, neurosciences, oncology and pediatrics. The building is designed to be 22 stories tall, linked with Tisch Hospital on several key levels, and house 374 inpatient beds on 11 floors. Thirty-four surgical/procedure rooms which include (30) Class C OR rooms, 3 Procedure/TEE rooms and 1 bronchoscopy room will be housed on three floors at the base of the building. Reflecting the continuing shift from inpatient to outpatient procedures, the hospital includes a dedicated area for patients who require observation but not hospitalization following a procedure. The building also supports the entire campus with the sterile processing department, clean loading docks, café and conference center. The Hassenfeld Children’s Hospital, with 120 inpatient beds and four dedicated operating rooms, will provide a personalized child and family-centered experience. The Hassenfeld Children’s Hospital includes all locations where children receive care throughout the ambulatory network and the KiDS of NYU ED.

2. Milestone Calendar

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Date</th>
<th>Time</th>
<th>Comments / Next Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Release Date</td>
<td>December 23, 2016</td>
<td>5:00PM EST</td>
<td></td>
</tr>
<tr>
<td>Supplier declares intent to</td>
<td>December 28, 2016</td>
<td>4:00 PM EST</td>
<td></td>
</tr>
<tr>
<td>participate</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supplier Questions to NYUHC</td>
<td>January 3, 2017</td>
<td>4:00 PM EST</td>
<td></td>
</tr>
<tr>
<td>NYUHC answers to Supplier</td>
<td>January 12, 2017</td>
<td>4:00 PM EST</td>
<td></td>
</tr>
<tr>
<td>Final Response Due</td>
<td>January 24, 2017</td>
<td>5:00 PM EST</td>
<td></td>
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<tr>
<td>Supplier Conference/Demo</td>
<td>January 30 – February 10</td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>Award</td>
<td>March 3, 2017</td>
<td>5:00 PM EST</td>
<td></td>
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</tbody>
</table>
The following calendar of events is based on planned NYUHC activities and anticipated supplier delivery capabilities. These milestones will be reviewed as necessary at the time a contract is awarded to a Supplier.

3. **Required RFP Response**

Suppliers are required to submit their Proposal in the specified electronic format. Supplier will submit their entire RFP response and all completed forms electronically via e-mail with supplier’s information and responses provided in the appropriate places therein. The required electronic applications formats are **Microsoft Word and Microsoft Excel**. Any supporting graphic or presentation-based slides may be submitted in a separate PowerPoint file. PDF format is **not acceptable** for any submitted text, graphics or slides.

4. **Proposal Due Date, Instructions and Communication**

All **Final responses** are due by **January 24, 2017** no later than 5:00 PM EST.

Send your complete electronic response via email to:

*SCMSourcing@nyumc.org*

Bidders Note: All questions regarding interpretation or specifications must be submitted in writing to *SCMSourcing@nyumc.org* only. Under no circumstances shall vendor contact any employee of NYUHC. Any dialogue initiated by the bidder not addressed to contacts above will result in an immediate disqualification. Discussions on other business matters and not related to this RFP are permitted.

5. **Proprietary Information, Non-Disclosure**

Supplier shall have no rights in this document or the information contained therein and shall not duplicate or disseminate said document or information outside the supplier's organization without the prior written consent of NYUHC.
6. **Costs Incurred**

All costs incurred in the preparation of the Proposal shall be borne by the supplier. By submitting a Proposal, supplier agrees that the rejection of any proposal, in whole or in part, will not render NYUHC liable for incurred costs and/or damages.

7. **NYUHC Reserves Right to Reject Any and All Bids**

Nothing in this RFP shall create a binding obligation upon NYUHC. Moreover, NYUHC, at its sole discretion, reserves the right to reject any or all bids, as well as the right not to award any contract under this bid process. NYHMC reserves the right to award any portion of this bid. All bids shall be governed by NYUHC standard Policy and Procedure and Terms and Conditions.

8. **Effective Period of Prices**

All pricing Proposals by vendor will remain fixed and firm until April 28, 2017.

9. **Functional Requirements**

9.1 **Requirements**

A Master Services Agreement will be executed between NYU Hospitals Center (NYUHC) and the selected Supplier.

- Master Services Agreement for Staffing Services
- Position Descriptions
- Screening and Clinical Requirements
- Performance Review
- BAA
- CDA
- SLA/KPI

9.2 **Key Success Factors**

A successful launch of the MSP program requires meeting/exceeding these project goals:

- Accuracy
- Timeliness
- To be completed by HR/Nursing Leadership
9.3 Project Approach

1. Define your firm’s approach to this project, identifying your proposed actions by the requirements listed in the RFP.
10. **Technology Requirements**

- VMS Tool
- Platform Requirements
- Web based or NYULMC Local Server

11. **Roadmap**

Please provide service and implementation roadmaps for the next 12 and 24 months.

12. **Professional Services and Customer Support**

1. Describe your professional services practice.
2. Describe your experience in providing these types of services. Highlight company strengths as they relate to the request from NYUHC.
3. What personnel will be involved in delivering both direct and indirect services?
4. Briefly describe your experience in implementing similar solutions, including:
   4.1. How you provided support to academic medical centers to implement such solutions, being sure to outline any roadblocks you encountered, and how they were resolved.
5. Identify the key owner in your organization who is ultimately responsible for ensuring the success of this implementation.
6. Describe your proposed implementation methodology, including:
   6.1. Timeline for implementation, key milestones and dates
   6.2. Organizational chart defining each employee’s responsibilities
   6.3. Specify all individuals who will be responsible for implementation, their functions, and their responsibilities. Please include biographies for team members proposed to lead this project.
   6.4. Provide a detailed management plan and outline of the proposed workflow, and any requirements to deliver services
   6.5. Outline the required NYUHC team members required for a comprehensive deployment, and approach for engagement by function and time commitment during the implementation planning process
   6.6. Based on past and successful experience, what role/leadership qualities do you recommend the champion and/or sponsor for the solution have, and why? Please
share several models from three minimum (3) academic medical center clients.

6.7. Describe your communication methods and processes. Identify key points of contact necessary in the performance of this agreement.

6.8. What types of standard or ad hoc reports do you provide detailing project status?

6.9. What service guarantees do you offer?

6.10. What penalties have you incurred in the past year?

7. Describe your customer support practice, including details on how the platform would be supported once implemented.

8. What is the development and release cycle for changes in content or release of new content? How are customers engaged in new content development?

9. Submit a typical implementation plan, and a proposed schedule for the project. Provide the last three minimum (3) academic medical center implementation plans, and a brief description of how/if the timeline and quality objectives were met, and detail the lessons learned.

10. Any vendor that submits a bid must state their Value Added Services (also known as ‘Why Choose Us’).

11. Will there be a dedicated on-site representative?

12. Any vendor that submits a bid must call out within their rates any and all ‘Crisis Rate’ pricing and information.

13. Any vendor that submits a bid must include their strengths and weaknesses providing Travel Nurses within the healthcare industry.

14. Please provide an action plan for strike prep / crisis scenarios

Supplier Answer: Indicate your compliance with each requirement and document any exception

13. Regulatory and Compliance
1. How do you manage reporting for the Joint Commission and other regulatory agencies?

2. How does your solution help the organization meet the following regulatory and industry standards? (Identify specific examples, and include other regulatory entities your product adheres to and/or your Firm has experience with):
   2.1. The Joint Commission
   2.2. HIPAA (Health Insurance Portability and Accountability Act)
   2.3. HITECH (Health Information Technology for Economic & Clinical Health Act)
   2.4. CMS (Centers for Medicare and Medicaid Services)
   2.5. FDA (Food and Drug Administration)
2.6. CCHIT (Certification Commission for Healthcare Information Technology)
2.7. State specific requirements and mandates, including maternal child
2.8. Is your company or any of its subsidiaries currently a defendant in any legal action, or a participant in any arbitration/mediation process? If so, please provide a detailed explanation.

**Supplier Answer:** Indicate your compliance with each requirement and document any exception.

### 14. Training

1. Describe technical and administrative training for Hiring Managers, Recruitment, the placements or any other individuals that may be involved in the staffing process.
2. Describe and provide end-user training materials that have been used successfully at similar organizations, as well as vendor training resources provided and client training resources recommended during initial implementation and for NYUHC reference.
3. Describe training process for new NYUHC staff that will be utilizing the program and new locations acquired or added to the scope.

**Supplier Answer:** Indicate your compliance with each requirement, and document any exception

### 15. Pricing

1. Please provide proposed pricing information for the position descriptions and requirements listed in the enclosed Pricing Attachment. All support and services should be included for a three (3) year agreement.
2. Please provide details/criteria on how the payment for a placement is impacted by their level of experience/skillset.
3. Please describe how placements are listed according to experience/units of expertise.

### 16. Implementation Timeline
Implementation will be over multiple phases: (These timelines are tentative)
Phase 1: RFP Reponses & Vendor selection (December 2016 & January 2017)
Phase 2: Contract Negotiation (March 2017)
Phase 3: Implementation (April 2017 onwards)

17. Description of Company

All responses must be answered in this RFP document.

Please provide:
  a. The company’s full name, address, main telephone, and appropriate contact information, including e-mail address.
  b. A brief historical perspective on your company (years in the business, growth via mergers and acquisitions, key industry innovations)
  c. What are your company values?
  d. Describe your corporate culture. Explain how you differentiate yourself from your competition.
  e. Describe the full range of services your company offers and the corresponding rates. Include all services that will be available and all expenses that we would incur under this agreement.
  f. List office locations and specific responsibilities of each.
  g. Please provide an overview of your company’s growth over the past five years.
  h. Provide audited financial statements for the two fiscal years immediately prior to this one.
  i. What is your company’s Epic experience and differentiators with Epic?
  j. What is your five-year strategic plan and vision for patient/family education and engagement?

18. Past Performance and References
NYU Hospitals Center

Provide a list of past and current clients of comparable size and temporary clinical staffing volume, that are premiere Academic Medical Centers with Epic fully implemented (at least three (3) references).

For each reference, please include the following:
   a. Healthcare organization name, contact name, title, address, and telephone number.
   b. Describe the relationship and services provided.
   c. Provide current and past account information, of similar size and scope. Include:
      a. A current, long-term customer
      b. A current customer implemented in the past 18 months
      c. A former customer terminated within the past 18 months, and reasoning for termination (other than consolidation)
      d. Provide a previous or current customer that has a union environment

Failure to provide suitable references to NYUHC will result in the Supplier’s bid being rejected without further consideration.

Supplier Answer: Indicate your compliance with each requirement, and document any exception.

19. Evaluation Criteria

NYUHC plans to evaluate the supplier’s response based on the following criteria:

   a. Compatibility with NYUHC current temporary clinical staffing needs, expectations and requirements
   b. Existing system capabilities
   c. Forward looking architecture – technology
   d. Compatibility with NYUHC temporary staffing business model
   e. Technological capabilities (Reporting and Monitoring tools)
   f. Implementation and Training Timeline
   g. Quality of Implementation and Training
   h. Size of Team assigned to NYUHC
   i. Price competitiveness
   j. Ability to accommodate adjust and accommodate acquisition and growth of NYUHC
   k. Quality of customer service and communication provided to NYUHC
   l. Service Levels/KPIs
   m. References – minimum of three (3) academic medical center references
n. Value Added Services Crisis/strike accommodation
Documents to be included in RFx for Bidder review and acknowledgement:

Annex 1 Master Services Agreement
Annex 2 Travel Position Detail
Annex 3 Screening Procedures
Annex 4 Performance Review
Annex 5 Service Level Agreement
Annex 6 Business Associate Agreement
Annex 7 Confidentiality Agreement
Annex 8 Client Facilities
Annex 9 Addendum Acknowledgement Form
NYU Hospitals Center

Annex 1

Master Services Agreement
[attached]

MASTER SERVICES AGREEMENT

NYUHC: NYU Hospitals Center, a New York not-for-profit corporation
Consultant: 
Address: 
Date: 

1. **Engagement.**
   (a) NYUHC hereby engages Consultant to perform the services described in the Statement of Work ("SOW") attached hereto, in accordance with the timeframes and milestones and in consideration of the fee(s) stated in the SOW, and Consultant accepts the engagement.
   (b) Any additional project agreed to by the parties from time to time shall be set forth in a SOW which specifies the agreed-upon services, timeframes, milestones and fees.
   (c) Consultant will furnish NYUHC with the names and qualifications of its employees and subcontracted agents who will provide the services ("Consultant Staffers") and replace any Consultant Staffer whose conduct or performance NYUHC deems unsatisfactory.
   (d) Consultant shall not engage any subcontractors to serve as a Consultant Staffer without first entering into a written agreement whereby the Consultant Staffer (i) assigns to Consultant his/her entire right, title and interest to all Deliverables and associated intellectual property rights (for subsequent assignment to NYUHC pursuant to Section 5(b)) and (ii) agrees to comply with Consultant’s obligations hereunder, including, without limitation, the confidentiality obligations set forth in Section 10 of this Agreement. The engagement of any Consultant Staffer will not relieve Consultant of any of its obligations under this Agreement or any SOW. Any breach by any Consultant Staffer of any terms or conditions of this Agreement or any SOW shall be deemed a breach by Consultant of such terms and conditions.

2. **NYUHC Responsibilities.** NYUHC shall designate a liaison to monitor on-going activities and provide Consultant with timely access to data, information and personnel necessary for Consultant to perform the services. Except as otherwise set forth in any SOW, Consultant will supply, at Consultant’s sole cost and expense, all materials and supplies necessary for completing the Services. Any materials and supplies furnished by NYUHC shall remain at all times the property of NYUHC, and Consultant shall return such materials and supplies to NYUHC upon completion of the Services in good condition, reasonable wear and tear excepted.

3. **Payment of Invoices.** The SOW shall specify the fee for the services and milestones for payment. Unless otherwise specified in the SOW, invoices shall be paid within forty-five (45) days of invoice date.

4. **Termination.**
   (a) This Master Services Agreement shall terminate upon the completion of the services described in the SOW, provided, that either party may terminate this Master Services Agreement (or any SOW subsequently entered into) by giving written notice to the other party not less than thirty (30) days prior to the intended date of termination.
   (b) To the extent a SOW requires Deliverables (as defined below), Consultant shall provide NYUHC with all Deliverables compiled, whether in whole or in part, up to the date of termination and NYUHC shall pay Consultant, within thirty (30) days of receipt of the same, a pro-rata amount of the fee (if any, as set forth under the applicable SOW) allocable to the completed and partially completed Deliverables. Consultant expressly waives any right to additional or other amounts based on *quantum meruit*.

5. **Deliverables; Assignment; Indemnification for Infringement.**
   (a) All tangible items and work product generated by Consultant pursuant to this Agreement or any SOW, including, without limitation, computer software, firmware, layouts, designs, drawings, patterns, models, compositions, architectures, protocols, formulae, algorithms, processes, programs, methods, technology,
devices, works of authorship, data, databases and data collections (collectively, “Deliverables”), shall be the sole and exclusive property of NYUHC.

(b) All intellectual property rights (including, without limitation, patents, copyrights, trade secrets, inventions, ideas, discoveries, developments innovations, concepts and improvements) made or conceived by Consultant, solely or jointly, or in whole or in part, relating to the Deliverables or otherwise in connection with Consultant’s performance under this Agreement or any SOW (collectively, “Assigned Works”) shall be considered work made for hire within the meaning of the Copyright Act of 1976, as amended by Consultant for NYUHC, and Consultant hereby transfers and assigns, and agrees to transfer and assign, to NYUHC all of Consultant’s right, title and interest therein without further consideration. At NYUHC’s request, Consultant shall promptly deliver, execute, file and record all documentation evidencing such assignments and deliver to NYUHC physical and electronic embodiments of each element of the Assigned Works, including the Deliverables.

(c) As between NYUHC and Consultant, Consultant retains ownership of any inventions, ideas, discoveries, developments, innovations, concepts, software and devices that Consultant owned and developed prior to the effective date of this Agreement, to the extent the same was not developed or created by Consultant for NYUHC or any of its affiliates (collectively “Consultant Property”). If any Consultant Property is embodied in or used in connection with any Deliverable or Assigned Work, Consultant hereby grants, and agrees to grant, to NYUHC a royalty-free, paid-up, non-exclusive, perpetual, irrevocable license to use such Consultant Property for all purposes in connection with NYUHC’s use of such Deliverable or Assigned Work.

(d) Consultant will defend, indemnify and hold harmless NYUHC from any action or other proceeding brought against NYUHC (including, without limitation, actions by Consultant Staffers) which alleges use of a Deliverable infringes any patent or copyright or constitutes unauthorized use of a trade secret. If the Deliverables or any portion thereof become or are likely to become the subject of an infringement claim or are found by final, non-appealable order of a court of competent jurisdiction to be an infringement or unauthorized use of a trade secret, then Consultant may, at its option and expense, (i) secure for NYUHC the right to continue the use of such infringing item, or (ii) replace or modify such Deliverable so it becomes non-infringing, provided that such replacement or modification is capable of performing substantially the same function. If Consultant is unable to perform either option, then NYUHC shall return the Deliverable to Consultant and Consultant shall refund to NYUHC the amount paid by NYUHC to Consultant for such item, provided that the foregoing shall not be construed to limit Consultant’s indemnification obligation set forth herein.

6. **Warranties**

   (a) **Services Warranty.** Consultant warrants that it shall perform the services in good faith and in a competent and efficient manner, and in compliance with all applicable laws, rules and regulations and the Medical Center’s policies and procedures. Furthermore, to the extent the services require issuance of a unique user ID (e.g., Kerberos ID) to any Consultant Staffer (and Consultant if Consultant is an individual) to access the Medical Center’s information technology systems, Consultant shall comply with, and cause the Consultant Staffers to comply with, the Medical Center’s IT security policies governing mobile devices and portable media, the obligations imposed upon Buyer under all software licenses to which it is a party and the directions of the Medical Center’s Information Technology (MCIT) Department, and shall cause each Consultant Staffer to execute the Privacy, Information Security and Confidentiality Agreement attached hereto.

   (b) **Software Warranty.** To the extent a SOW requires the delivery and/or implementation of software applications, Consultant warrants that the software (i) will be accompanied by the source code and, at the time of delivery, will be free of all viruses, time bombs, Trojan horses or other malicious code and (ii) will conform with NYUHC’s specifications and intended use. In the event of non-conformance with NYUHC’s specification, Consultant shall promptly correct, repair or modify the identified defect or deviation within thirty days of NYUHC’s written demand. If Consultant fails to correct, repair or modify the defect or deviation to NYUHC’s reasonable satisfaction, Consultant shall promptly refund to NYUHC the amount paid by Consultant for the Deliverable and this Agreement shall be deemed terminated.

7. **No Exclusion.** Consultant represents and warrants that neither Consultant nor any parent or affiliate of Consultant nor any Consultant Staffer assigned to perform the services has been suspended, disqualified, debarred or otherwise excluded from or declared ineligible to bid or perform work for any governmental agency or otherwise prohibited from participation in any federal or state program, including Medicare or Medicaid (collectively, “Program”), and to the best of its knowledge, there are no pending or threatened civil anti-trust or criminal investigations or pending or threatened debarments, suspensions or exclusions of any of
the foregoing from any Program. Consultant covenants to notify NYUHC as soon as practicable if Consultant is excluded, barred or suspended from participation in a Program and to refrain from employing or contracting for purposes of providing services to NYUHC with any individual or entity known by Consultant to be sanctioned, suspended or excluded from participation in any Program. Consultant shall defend, indemnify and hold NYUHC harmless from any loss, cost, fine, penalty or expense incurred by NYUHC as a result of or arising from a breach of the foregoing representation and warranty.

8. **Insurance.** Consultant shall maintain the following insurance coverage: (i) commercial general liability insurance, written on an occurrence basis, for $2 million per occurrence/$4 million annual aggregate, including broad form property damage and contractual liability endorsements, (ii) statutory workers’ compensation/employment liability insurance (unless Consultant is a sole proprietorship, in which event such insurance shall not be required), (iii) if Consultant provides computer services in which Consultant accesses the Medical Center’s infrastructure and/or databases, cyber insurance for a minimum of $1 million and (iv) if Consultant provides professional services, errors and omissions (professional liability) insurance for $2 million. Consultant shall furnish certificates of insurance evidencing such coverages to NYU Langone Medical Center, One Park Avenue, 4th floor, New York, NY 10016, Attn: Director of Insurance, prior to commencing any services. The certificates shall reflect the insurance coverages and the effective dates and expiration dates of the policies, and shall name NYUHC and New York University as additional insureds with respect to the commercial general liability coverage. Consultant will endeavor to give NYUHC at least 30 days’ notice of cancellation or any material change to such insurance.

9. **Indemnification.** Consultant shall defend, indemnify and hold harmless NYUHC and New York University and their respective officers, trustees, employees and agents (each an “Indemnitee”) from and against any and all claim, action, loss, damage, cost and expense, (including reasonable attorney’s fees and disbursements) injuries of any kind or nature whatsoever (including, without limitation, damage, loss or destruction of real or personal property, personal or bodily injury or death) (a “Claim”) to the extent caused by or resulting from the negligence or willful misconduct of Consultant while engaged in the performance of its obligations hereunder. NYUHC shall promptly notify Consultant of any Claim and cooperate with Consultant in the defense or settlement thereof, provided that NYUHC shall have the right to settle the Claim without Consultant’s written consent. Consultant shall not enter into settlement of any Claim that imposes upon any Indemnitee any liability or obligation without NYUHC’s prior written consent.

10. **Confidentiality; Protected Health Information.**
   (a) If in connection with the performance of the services Consultant comes into possession of any Confidential Information of NYUHC, Consultant will not disclose such Confidential Information to any third party, except as otherwise expressly permitted herein, or use any Confidential Information for any purpose outside the scope of this Agreement or in any manner that would constitute a violation of any laws or regulations. Consultant shall not make Confidential Information available to any of its employees and/or agents except those that have agreed to be bound by confidentiality obligations similar to those set forth herein and have a “need to know” such Confidential Information. Consultant agrees to hold NYUHC’s Confidential Information in confidence and to take all precautions to protect such Confidential Information as Consultant employs with respect to its own Confidential Information.
   
   (b) As used herein, “Confidential Information” means all confidential and/or proprietary information of NYUHC disclosed to Consultant, whether orally or in writing, that is designated as “confidential” or the like, or, that should be understood by a reasonable person to be confidential given the nature of the information and the circumstances of the disclosure. The term Confidential Information shall not include, and Consultant shall have no obligation to preserve the confidential and proprietary nature of, any information, that: (i) is or becomes a matter of public knowledge through no act or omission of Consultant or any Consultant Staffer; (ii) was previously known by Consultant prior to the disclosure without restriction on disclosure; (iii) is lawfully disclosed to Consultant by a third party that lawfully and rightfully possesses such information without restriction on disclosure; or Consultant is compelled to disclose by lawful process (whether by interrogatories, requests for information or documents, subpoena, civil investigative demands or other processes), provided, that Consultant shall promptly advise NYUHC of any such legal demand.
   
   (c) Upon termination of this Agreement Consultant shall, at NYUHC’s option, return to NYUHC all documentary Confidential Information or destroy such information without retaining any copies thereof. Notwithstanding the return or destruction of the Confidential Information, Consultant shall continue to be bound by the obligations of confidentiality and other obligations hereunder.
If and to the extent Consultant has access to protected health information (as defined in the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder), the parties shall execute a Business Associate Agreement in the form annexed hereto.

11. **Independent Contractor.** It is understood and agreed that Consultant is an independent contractor and that neither party is or shall be considered an agent or representative of the other. Under no circumstances shall Consultant and any Consultant Staffer working on the project be deemed to be an employee, agent or representative of NYUHC or entitled to any disability benefit, workers' compensation or participation in any of NYUHC's pension, health or other benefit plans. Consultant covenants that all the Consultant Staffers (or Consultant, if Consultant is an individual) assigned to NYUHC's premises in connection with the engagement have United States immigration status and work authorization that permits them to carry out their assigned tasks and that Consultant is responsible for complying with all immigration and employment-related requirements for such Consultant Staffers (or Consultant, if Consultant is an individual), including United States Citizenship and Immigration Services Form I-9. Consultant shall be solely responsible for the payment of all federal, state and local payroll taxes, including, without limitation, income taxes, Social Security taxes, federal unemployment compensation taxes and any other fees, charges or payments required by law, and hereby agrees to indemnify and hold harmless NYUHC against any fines, damages, assessments or attorneys’ fees incurred by NYUHC in the event a court or administrative agency finds that Consultant and/or any Consultant Staff is an employee of NYUHC or in case of a violation of Form I-9 and/or any other immigration related requirements.

12. **Use of Name.** Consultant shall not use the name or logo of NYUHC, New York University, NYU School of Medicine, NYU or NYU Langone Medical Center in any advertising or for any commercial or promotional purpose without NYUHC's written consent, provided that Consultant may include NYUHC on its client list.

13. **Compliance with Law.** Notwithstanding any other provision in this Agreement, NYUHC remains responsible for ensuring that any health care service provided pursuant to this Agreement complies with all pertinent provisions of federal, state and local statutes, rules and regulations.

14. **Notices.** All notices, demands and other communications hereunder shall be in writing and shall be effective if hand delivered against receipt, delivered by overnight mail or sent by registered or certified mail, return receipt requested, postage prepaid. Notices to Consultant shall be sent to the address set forth above, and notices to NYUHC shall be sent to NYU Langone Medical Center, 360 Park Avenue, New York, NY 10016, Attn: ________________.

15. **Access to Records.** To the extent required by law, until the expiration of four years after the furnishing of the services which are the subject matter of this Agreement, Consultant shall, upon request, make available to the United States Department of Health and Human Services, the United States Comptroller General and their representatives (collectively, "HHS") this Agreement and all other books, documents and records as are necessary to certify the nature and extent of the costs incurred by NYUHC. If Consultant provides such services through a subcontract or consulting agreement worth $10,000 or more over a twelve-month period, the subcontract or consulting agreement shall also contain a clause permitting access by the HHS to the books and records of the subcontractor. Consultant shall give NYUHC notice of any request made directly by HHS upon Consultant.

16. **Assignment.** Neither party may assign or delegate its rights or obligations without the other party’s prior written consent, provided that either party may, upon notice to the other, assign this Agreement to any U.S. entity that is now or in the future controlled by or under common control with the assigning party or to any other entity as the result of a transfer of all or substantially all of the assigning party’s assets or capital stock or membership interest.

17. **Survival.** All paragraphs herein relating to deliverables, confidentiality, indemnification, survival, assignment and governing law shall survive the expiration or early termination of this Agreement.

18. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of New York without regard to any applicable conflicts of law.
19. **Miscellaneous.** This Agreement and the appendices hereto constitute the entire agreement between the parties and supersede any and all prior and collateral negotiations and agreements between the parties. This Agreement may be amended only in writing signed by the parties hereto. No waiver of any provision of this Agreement shall be binding on any party unless consented to in writing by such party. No waiver of any provision hereof shall constitute a waiver of any other provisions, nor limit or affect such party’s rights with respect to any future breach of any of the provisions of this Agreement. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate, severable and distinct. This Agreement may be executed in counterparts (including by facsimile or PDF), each of which shall be deemed an original and all of which together shall continue one and the same instrument.

**NYU HOSPITALS CENTER**

By:_________________________________
Name:_____________________________
Title:_____________________________
### Annex 2

**Travel Position Detail**

[Insert schedule of rates for 13-week traveler assignments]

<table>
<thead>
<tr>
<th>SPECIALTY POSITION</th>
<th>REGULAR RATE PER HOUR</th>
<th>ADDITIONAL ON-CALL RATE</th>
<th>CRISIS RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>REGISTERED NURSE I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REGISTERED NURSE II</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REGISTERED NURSE III</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REGISTERED NURSE IV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LICENCED PRACTICAL NURSE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATING ROOM TECH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATING ROOM TECH-CV</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Registered Nurse I:** Bariatrics, LTAC, Medical/Surgical, Skilled Nursing, Sub-Acute, Rehab, Clinical Research Nurse

**Registered Nurse II:** Ante Partum, Endoscopy, Outpatient Clinic, Telephone Triage/Call Center, Nursery


**Registered Nurse IV:** Clinical Instructor, Home Infusion, IV Therapy, CVOR, Interventional Radiology, Cath Lab, Case Manager

**Licensed Practical Nurse**

Operating Room Tech
Operating Room Tech-CV

[Insert schedule of rates for local contract and per diem assignments]

<table>
<thead>
<tr>
<th>SPECIALTY POSITION</th>
<th>REGULAR RATE PER HOUR</th>
<th>ADDITIONAL ON-CALL RATE</th>
<th>CRISIS RATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>REGISTERED NURSE I</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REGISTERED NURSE II</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REGISTERED NURSE III</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>REGISTERED NURSE IV</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>LICENCED PRACTICAL NURSE</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATING ROOM TECH</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OPERATING ROOM TECH-CV</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Registered Nurse I:** Bariatrics, LTAC, Medical/Surgical, Skilled Nursing, Sub-Acute, Rehab, Clinical Research Nurse

**Registered Nurse II:** Ante Partum, Endoscopy, Outpatient Clinic, Telephone Triage/Call Center, Nursery


**Registered Nurse IV:** Clinical Instructor, Home Infusion, IV Therapy, CVOR, Interventional Radiology, Cath Lab, Case Manager

**Licensed Practical Nurse**

Operating Room Tech
Operating Room Tech-CV
Annex 3
Screening Procedures and Requirements

Supplier and potential Subcontractors will provide a copy of the following documentation of requirements within the VMS Technology prior to their respective Provider’s start date of assignment:

1. **Pre-Screening** – Supplier will pre-screen all candidates to assure current credentialing (i.e., licensure / registration, malpractice insurance, BCLS) and that he / she meets the minimum one to two years of current experience in the clinical or technical area applied for.

2. **Education & License Verification** – Supplier verifies education, licensure and / or registration with the appropriate agency to insure current and in good standing status for all employees. Verification of extended certifications and credentialing is also obtained. Copies of original documents are maintained in employee’s personnel file.
   - National Clearinghouse (Education)
   - NY State On-Line Verification of Licensure Primary Verification Source (online)
   - New York State Department of Education
   - New York State Medical Board
   - Office of Professional Discipline
   - Office of Professional Medical Conduct of the New York State Department of Health
   - American Academy of Physician Assistants
   - Etc.

3. **Application** – An extensive employment application is completed, requiring a professional resume including all current and previous employment and educational histories. Verbal and written confirmation of this information is obtained.

4. **Verification of Professional References** - Acceptable professional referencing sources are Managers or Directors; individuals in a supervisory capacity. Peer references are not acceptable as sole sources of references.

5. **Skills Proficiency Checklist** – All Supplier candidates will complete a comprehensive age specific skills checklist, relative to their area of clinical practice. The checklist is updated annually by the Supplier, and maintained in the personnel file.

6. **Interviewing** – All prospective employees are subjected to a series of interviews conducted by the Medical or Nurse Recruiter, in conjunction with the recruitment specialists. Emphasis is placed upon employment history, clinical expertise and experience, and a review or exams. At this time, performance expectations and requirements are reviewed with the applicant, as well as the supplier’s policies and procedures.

7. **Placement and Orientation** – Assignment of Supplier Staff is made by the Medical or Nurse Recruiter, in conjunction with the recruitment specialists. Placement is in accordance with the specific needs of the hospitals served. Emphasis is placed on continuity of service whenever possible. Orientation policies and procedures of the utilizing institutions are adhered to by Supplier.
8. **Performance Evaluation** – Performance evaluations of Supplier Employees are done at period intervals, i.e., within the completion of ten (10) shifts at the same institution and every six (6) months thereafter (during active employment). As an off-site provider, Supplier solicits the assistance of the healthcare institutions supervisory staff in meeting this criteria for compliance with JCAHO guidelines.

9. **Fire / Safety, Infection Control, and OSHA** standards are mandatory of all the supplier’s employees. A certificate of compliance is maintained in the personnel file.

10. **Health Assessment** – Health Assessment, inclusive of documentation on the following, and specified in the *Requirements* listing below:

- General Health Assessment
- Clearance as fully employable
- MMR and Varicella Titres
- PPD / CXR
- Hepatitis B Declination Acknowledgment
- Influenza Immunization
  - This may include a signed physician's note, receipt for payment, immunization record (dated and signed), or a copy of a medical record document
  - Receive a formal exemption for a religious reason or medical contraindication

11. **Criminal Background Check** – Supplier will be responsible for performing criminal background investigations on all supplier employees referred to NYULMC. A New York State Search will be conducted on Supplier employees residing in the state of New York and for those residing outside of New York, a search will be conducted in the county in which they reside. In addition, FACIS, OFAC Check, Social Security Trace, Sex Offender Database Check, and Statewide Central Registry Check (SCR) (if applicable).

12. **Employee File** – A complete and current personnel file is kept on all employees. Each employee file contains appropriate documentation relative to the employee’s identify and working authorization as required by INS rules. *In compliance with Joint Commission requirements, Supplier shall maintain all personnel files mentioned in Screening Procedures.*

13. **NYUHC Privacy, Information Security Policy** – Policy Statement on Privacy, Information Security, and Confidentiality - All temporary employees of Supplier assigned to NYULMC shall complete and sign the *Policy Statement on Privacy, Information Security, and Confidentiality* provided by NYULMC. In addition, a video component and completion of a test must be maintained in the agency file.

14. **Ineligibility** – Clearance from both governing agencies. Supplier will promptly disclose to NYULMC any debarment, exclusion or suspension that makes the Supplier ineligible for participation in a federally-funded healthcare program; and NYULMC has the right to terminate this Agreement in the event the vendor becomes an Ineligible Person. Ineligible Person can be found on the System for Award Management (SAM) ([http://www.sam.gov/](http://www.sam.gov/)) and the Office of Inspected General (OIG) List of Excluded Individuals / Entities ([http://exclusions.oig.hhs.gov](http://exclusions.oig.hhs.gov)).
15. **NYUHC Drug Free Work Place Policy** – All temporary employees of Supplier assigned to NYULMC shall complete and sign *NYU - Policy, Statement on Drug Free Work Place* regarding Policy on Alcohol and Substance Abuse and Statement of Policy on Alcoholic Beverages.

16. **Acknowledgement of Training in Patient’s Bill of Rights** - NYULMC’s Fair Work Environment; HIV Confidentiality; Workplace Safety.

17. **New Beginnings Packet** – All temporary employees of Supplier assigned to NYU shall complete and sign *NYU Langone Medical Center – New Beginnings Packet*.

18. **Intellectual Property Agreement** – All temporary employees of Supplier assigned to NYULMC shall complete and sign *NYU Langone Medical Center Intellectual Property Agreement*.

19. **Review of the Organization’s Staff Handbook** – Supplier candidates must review NYULMC’s Staff Handbook.


21. **Verification of Skills** – For certain roles, Supplier candidates will be given assessments to verify particular skills related to the area of practice.

22. **Professional Malpractice Insurance** – Supplier candidate will be responsible in purchasing his/her own professional malpractice insurance, if applicable for the area of practice.

23. **Clinical Requirement Checklist** -

<table>
<thead>
<tr>
<th>Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Licensure</td>
</tr>
<tr>
<td>Color Blind Exam</td>
</tr>
<tr>
<td>Hepatitis B surface antibody</td>
</tr>
<tr>
<td>Flu (Oct to March)</td>
</tr>
<tr>
<td>MMR X2(first one after age 1)</td>
</tr>
<tr>
<td>Physical (within last 12 months)</td>
</tr>
<tr>
<td>Respirator Fit Test form 3M, N95</td>
</tr>
<tr>
<td>TB or Quantiferon or T-spot (need 1 of the 3 listed; must be within 90 days)</td>
</tr>
<tr>
<td>1St PPD (within 12 months)</td>
</tr>
<tr>
<td>2nd PPD (within 90 days of starting)</td>
</tr>
<tr>
<td>TDAP</td>
</tr>
<tr>
<td>Varicella (proof of 2 vacancies or titer)</td>
</tr>
<tr>
<td>BLS Certificate</td>
</tr>
<tr>
<td>ACLS Certificate</td>
</tr>
<tr>
<td>PALS Certificate</td>
</tr>
<tr>
<td>NRP Certificate</td>
</tr>
<tr>
<td>BSN Education Verification</td>
</tr>
</tbody>
</table>
Other Education verification (if applicable)
EKG Attestation
Job Description
Medication Calculation Assessment
RN Needs Assessment
SAM
OIG

On a monthly basis the Quality Assurance Coordinators should retrieve an Employee Credential Expiration report per department for the successive month from a computerized staffing and personnel system, TKO. This listing details credentials relative to licensure and certifications, BCLS and annual health assessments, in addition to the JCAHO mandatory’s that would be expiring within the thirty (30) day period.

The Service Provider should initially contact the employees by sending a “reminder’ card then making a subsequent contact by phone until compliance is met. Employees that have not updated their files within thirty (30) days of notice should be considered inactive and ineligible for placement, until compliance is met. A final letter should be issued detailing the suspension of eligibility for continued placement, and the employee should be restricted from further scheduling privileges.
Annex 4
Performance Review Document

Clinical Performance Evaluation

An electronic performance evaluation needs to be completed for each assignment. All completed forms will be sent to Supplier and results shared with the Hiring Managers and/or Leadership team.

Clinical Performance Evaluation for Supplemental Staff

<table>
<thead>
<tr>
<th>Date:</th>
<th>Employee Name:</th>
<th>Facility:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th># of beds:</th>
<th>Unit:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Period covered by evaluation:

<table>
<thead>
<tr>
<th>Performance Objectives</th>
<th>Superior</th>
<th>Exceeds</th>
<th>Meets</th>
<th>Does not Meet</th>
</tr>
</thead>
<tbody>
<tr>
<td>Documentation:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Accurately documents patient care</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>- Seeks support and coaching for challenges</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Adaptability

| Applies knowledge, skills and right attitude to implement individualized plan of care |

Communication

| Communicates effectively with patients/families and members of the interdisciplinary team |

Competency

| Complies with facility policies and procedures with medications, restraints, falls, equipment, infection control |

Safety/Emergency Protocol

| Promotes patient safety and adheres to hospital/departmental policies & procedures |

Initiative

| Identifies problems and uses available resources to take appropriate action. |
| Inquires about hospital policy when indicated. |
| Keeps charge nurse/manager informed and escalates if appropriate. |

Professionalism

| Is respectful of patient preferences, values and needs |
| Functions as an advocate for patients, adheres to policies, maintains confidentiality |

Quality of Work

| Provides patient education and training based on each patient’s needs and abilities. Coordinates education and training with all disciplines involved in the patient’s care, treatment and services. |
| Demonstrates application of knowledge and skills necessary to carry out patient care |

Reliability and Attendance

| Demonstrates regular and punctual attendance. |
| Follows facility policy and procedure for absences |

Teamwork/Cooperation

| Works effectively with the interdisciplinary healthcare team |

Age Specific Competency: demonstrates understanding of the following age specific populations:

- newborn
- infant
- toddler
- preschooler
- older children
- adolescents
- middle adult
- older adults/geriatrics
- young adults

Evaluation Reviewed with Contract Employee: YES NO

COMMENTS:

Manager/Designee Name: ___________________________ Manager/Designee Signature: ___________________________

Manager Email Address: ___________________________ Manager Telephone #: ___________________________

☐ Employee is suitable to return
☐ Employee is not suitable to return
Annex 5

Service Level Agreement

In connection with the MSP, Supplier shall provide the services set forth herein.

Service

Supplier shall provide temporary and/or permanent healthcare staffing services to NYUHC during agreed upon hours.

Service Failure

In the event of any delay or failure to perform the Services herein, Supplier and NYUHC shall hold a meeting where the parties will confer to determine mutually agreeable solutions or what corrective action, if any, shall be taken.

Supplier shall provide additional support for reported problems as defined below:

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Description</th>
<th>Example</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>A major fault causing serious disruption to business activity and preventing the use of the service for the purpose for which it was designed.</td>
<td>System down</td>
</tr>
<tr>
<td>Severity 2</td>
<td>Significant fault causing the service not to operate in accordance with the specification but still usable with difficulty (e.g. by means era workaround solution), with some disruption to business activity</td>
<td>Candidate Report scored incorrectly</td>
</tr>
<tr>
<td>Severity 3</td>
<td>Minor fault causing the service not to operate completely in accordance with the specification but with no disruption to business activity</td>
<td>New user request</td>
</tr>
<tr>
<td>Severity 4</td>
<td>All other requests for service - from general usage questions, to recommendations for product</td>
<td>Training request</td>
</tr>
</tbody>
</table>

Target Response Times

The target response time is the time taken by Supplier to respond to a reported problem, and to confirm with the NYUHC that the problem is being managed. Target response time does not specify when an issue will be resolved. The starting point for the target response time is the time recorded when NYUHC reports the problem to Supplier, either by phone, email, or trouble ticket system. The finishing point is when Supplier calls or emails the NYUHC contact to progress the call. Supplier will use its reasonable efforts to meet the target response times detailed below:
<table>
<thead>
<tr>
<th>Description</th>
<th>Severity</th>
<th>Service Level</th>
</tr>
</thead>
<tbody>
<tr>
<td>Target Response time during Business Hours</td>
<td>Severity 1, 2, 3, 4</td>
<td>60 Minutes, 2 Hours, 4 hours, 24 hours</td>
</tr>
<tr>
<td>Target Response time during non-business Hours</td>
<td>Severity 1, 2-4</td>
<td>60 Minutes, Next Business Day</td>
</tr>
</tbody>
</table>

**Service Levels to be Performed:**

<table>
<thead>
<tr>
<th>Service Area</th>
<th>Description</th>
<th>Supplier’s Commitment</th>
<th>[Requirement / Target]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time-to-submit Resumes</td>
<td>Measures the time elapsed between requisition distribution by NYUHC and Suppliers submittal of resumes</td>
<td>2 Business Days</td>
<td>100%</td>
</tr>
<tr>
<td>Temp-to-Hire Conversions</td>
<td>Measures the temporary individuals who were converted to permanent employees</td>
<td>All temporary employees assigned to a temp to hire position will accept full-time status upon offer by NYUHC</td>
<td>95% (maybe temporary recommend again for FT)</td>
</tr>
<tr>
<td>Candidate Quality</td>
<td>Measures the corresponding skills, fit, education, certifications/licenses and matching experience in relation to the details of the requisition</td>
<td>All temporary employees assigned to NYUHC will have the requisite skills, fit, education, certifications/licenses and matching experience to the submitted requisition.</td>
<td>100%</td>
</tr>
<tr>
<td>Invoice Accuracy</td>
<td>Measures the accuracy of invoices is it relates to the contractual rates and hours worked as approved by authorized NYUHC representatives</td>
<td>All invoices submitted by Supplier on behalf of itself and approved subcontractors will match the hourly bill rates as detailed in the MSA</td>
<td>99%</td>
</tr>
<tr>
<td>File Audits</td>
<td>Measures the on boarding accuracy of candidates files as outlined in the MSA and includes: 2 professional references, education verification, work experience, license/certification (original copies) and background checks</td>
<td>All audited files will contain the required temporary employee information at the time of the audit and as stipulated in the MSA</td>
<td>95%</td>
</tr>
<tr>
<td>Punctuality</td>
<td>Measures arrival time of temporary employees to various departments</td>
<td>All temporary employees will arrive by the predetermined arrival times</td>
<td>92%</td>
</tr>
</tbody>
</table>
### Fulfilment

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ability to fill open temporary positions by tracking Supplier and subcontractor time to fill</td>
<td>90%</td>
</tr>
<tr>
<td>Positions filled within 24 hours</td>
<td></td>
</tr>
</tbody>
</table>

### Risk Assessment

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Compliance with NYUHC policy and The Joint Commission regulations. Reduced risk through Service Provider’s independent background, education and license verifications</td>
<td>100%</td>
</tr>
<tr>
<td>Adhere to NYUHC policy and align with requirement stated by The Joint Commission or any state agency</td>
<td></td>
</tr>
</tbody>
</table>

### Time to Begin Assignment

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Measures the time elapsed from candidate selection to candidate start date</td>
<td>90%</td>
</tr>
<tr>
<td>24 hours</td>
<td></td>
</tr>
</tbody>
</table>

### Order Acknowledgement

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Time for submission of order to Supplier confirmation of receipt</td>
<td>100%</td>
</tr>
<tr>
<td>24 hours</td>
<td></td>
</tr>
</tbody>
</table>

### Issues / Delays

<table>
<thead>
<tr>
<th>Description</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Notifications of any start date delays/issues to NYUHC (for example, out of state nursing license delays)</td>
<td>100%</td>
</tr>
<tr>
<td>24 hours</td>
<td></td>
</tr>
</tbody>
</table>
**Key Performance Indicators:**

The following Key Performance Indicators will be provided by Supplier as per NYUHC request and reviewed quarterly by NYUHC. NYUHC shall provide feedback to Supplier on the performance.

<table>
<thead>
<tr>
<th>Key Performance Indicator</th>
<th>NYUHC Target</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lead Time to Fill Order</td>
<td>5 Business Days</td>
<td></td>
</tr>
<tr>
<td>Lead Time to Fill Crisis Orders</td>
<td>24 Hours</td>
<td></td>
</tr>
<tr>
<td>Trained Staff to fill &quot;high need units&quot;</td>
<td>Experienced Candidates, minimal training needed</td>
<td></td>
</tr>
<tr>
<td>Patient Satisfaction</td>
<td>99%</td>
<td></td>
</tr>
<tr>
<td>Quality of Placements</td>
<td>Excellent Communication and emotional stability</td>
<td></td>
</tr>
<tr>
<td>License/Certification</td>
<td>Minimum required or above</td>
<td></td>
</tr>
<tr>
<td>Absenteeism/Lateness/Tardiness</td>
<td>24 Hours’ Notice</td>
<td></td>
</tr>
<tr>
<td>Compliance</td>
<td>All required documents provided prior to start date</td>
<td></td>
</tr>
<tr>
<td>Error Rate (Safety / Non-Conformance)</td>
<td>99% accuracy</td>
<td></td>
</tr>
<tr>
<td>Customer Service</td>
<td>Same Day Response and Follow-Up</td>
<td></td>
</tr>
</tbody>
</table>

**Score Definition:**

- **Low Performance**
  
  [10 – 30]

- **Medium Performance**
  
  [30 – 60]

- **High Performance**
  
  [60 - 100]
Business Associate Agreement

This Business Associate Agreement ("Agreement") dated as of __________, (the “Effective Date”) between [check one or both as applicable]:

☐ NYU Langone Medical Center (for HIPAA purposes, comprised of NYU Hospitals Center, NYU School of Medicine, an administrative division of New York University, Lutheran Augustana CECR, Lutheran Certified Home Health Agency, Community Care Organization, and Southwest Brooklyn Dental Practice)

☐ Lutheran Family Health Centers

(collectively, “Covered Entity”), and ___________________________________ ("Business Associate").

WHEREAS, NYU Langone Medical Center is an Affiliated Covered Entity (ACE) acting as a single covered entity for HIPAA purposes;

WHEREAS, NYU Langone Medical Center participates in an Organized Health Care Arrangement (OHCA) with the Lutheran Family Health Centers;

WHEREAS, Business Associate may create, receive, maintain or transmit protected health information on behalf of Covered Entity in connection with Business Associate's performance of its obligations under any and all prior, existing and future agreements and arrangements between the parties (collectively, the “Underlying Agreement”); and

WHEREAS, the parties wish to ensure the confidentiality and security of protected health information in accordance with applicable law, including, without limitation, HIPAA, HITECH and the HIPAA Regulations and enter into this Agreement with the express acknowledgment and agreement that this Agreement is executed and enforceable only to the extent that Business Associate is determined to be a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) regulations, and its terms shall apply only to the extent that Business Associate receives Protected Health Information from Covered Entity.

NOW, THEREFORE, the parties agree as follows:

1) Definitions

a) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of protected health information that compromises the security or privacy of such information. Breach shall not include: (i) the unintentional acquisition, access or use of PHI by an employee or agent of Covered Entity or Business Associate as long as such acquisition, access, or use was made in good faith and within the course and scope of employment and/or professional relationship and the information is not further accessed, used or disclosed by any person; (ii) an inadvertent disclosure by an individual who is otherwise authorized to access PHI at a facility operated by Business Associate or Covered Entity to another similarly situated individual at the same facility provided that the information received as a result of such disclosure is not further accessed, used, or disclosed by any person; or (iii) a disclosure of PHI where Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information. An unauthorized acquisition, access, use, or disclosure of PHI is presumed to be a breach unless Covered Entity or Business Associate demonstrates that there is a low probability that the PHI has been
compromised based on a risk assessment of at least the following factors: (i) the nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification; (ii) the unauthorized person who used the PHI or to whom the disclosure was made; (iii) whether the PHI was actually acquired or viewed; and (iv) the extent to which the risk to the PHI has been mitigated.

b) “Designated Record Set” means a group of records maintained by or for a 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 a Covered Entity to make decisions about individuals. For purposes of this definition, the term “record” means any item, collection or grouping of information that includes protected health information and is maintained, collected, used or disseminated by or for a Covered Entity.

c) “Electronic Protected Health Information” or “Electronic PHI” means protected health information that is transmitted by or maintained in electronic media as defined in the HIPAA Regulations.


e) “HIPAA Regulations” or “Privacy Rule” or “Security Rule” means the regulations promulgated under HIPAA and/or HITECH by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, as amended from time to time.

f) “HITECH” means the Health Information Technology for Economic and Clinical Health Act, enacted under Title XIII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5.

g) “Individual” shall have the same meaning as ascribed in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

h) “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.

i) “Unsecured Protected Health Information” means protected health information that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in guidance.

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms have under HIPAA, HITECH and the HIPAA Regulations.

2) Obligations and Activities of Business Associate

a) Use or Disclosure. Business Associate agrees not to use or disclose protected health information ("PHI") created, received, maintained or transmitted by Business Associate on behalf of Covered Entity other than as expressly set forth herein or as required by law.

b) Safeguards. Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of PHI other than as provided for by this Agreement. To the extent Business Associate creates, receives, maintains or transmits Electronic PHI, Business Associate shall comply with Subpart C of 45 CFR Part 164 (the Security Rule), as applicable.

c) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect caused by Business Associate in violation of this Agreement of which Business Associate becomes aware.
d) **Reporting.** Business Associate agrees to notify Covered Entity in writing of any use or disclosure of PHI other than as provided for herein of which it becomes aware, including breaches of Unsecured PHI as required by 45 C.F.R. §164.410, or any Security Incident of which it becomes aware, as promptly as possible, but in no event later than five (5) business days of Business Associate’s discovery thereof. All notifications shall be sent to NYU Langone Medical Center, Office of Internal Audit, Compliance and Enterprise Risk Management, One Park Avenue, 3rd Floor, New York, NY 10016, or by email to baacompliance@nyumc.org, and shall identify the individuals whose PHI has been or is reasonably believed to have been breached; state the date(s) of the breach and its discovery; describe the steps taken to investigate the breach, mitigate its effects and prevent future breaches; the sanctions imposed on members of the Business Associate’s workforce involved in the breach; and any other available information that Covered Entity is required to include in notification to the individual under 45 C.F.R. § 164.404(c). Business Associate may immediately report such incidents to Covered Entity by calling 1-877-PHI-LOSS and providing the written notification required herein. A Breach shall be treated as discovered as of the first day on which such Breach is known or reasonably should have been known by Business Associate as provided under 45 C.F.R. § 164.410(a)(2).

  
  
  e) **Subcontractors and Agents.** Business Associate shall enter into agreements with its subcontractors and agents which create, receive, maintain or transmit PHI received from Business Associate which impose upon the subcontractors and agents the obligations, restrictions, and requirements of Business Associate set forth herein. Furthermore, if Business Associate learns of a pattern, activity or practice of a subcontractor or agent that is a material violation of such subcontractor’s obligations under its Business Associate Agreement with Business Associate, Business Associate agrees to take reasonable steps to enforce the terms of such Business Associate Agreement and shall report the situation to the Covered Entity. Business Associate shall contractually require its subcontractors to whom Covered Entity may elect to provide PHI directly to execute a Business Associate Agreement with Client that is substantially similar to this Agreement.

  
  
  f) **Access.** In the event an Individual makes a request to Business Associate for access to his/her PHI, Business Associate shall forward the request to Covered Entity within five (5) business days of receipt of such request, so that Covered Entity can respond to such Individual in accordance with 45 C.F.R. § 164.524. Any denial of an Individual’s request for access to his/her PHI shall be the responsibility of Covered Entity. In the event Covered Entity requests access to an Individual’s PHI which Business Associate maintains in a Designated Record Set, Business Associate shall provide Covered Entity with access thereto for so long as such information is maintained in the Designated Record Set.

  
  
  g) **Amendment.** Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 C.F.R. §164.526 at the request of Covered Entity or an Individual, and within five (5) business days of receipt of such request.

  
  
  h) **Audit and Inspection.** Business Associate agrees to make its internal practices, books and records relating to the use and disclosure of PHI available to Covered Entity and the Secretary of the United States Department of Health and Human Services or his/her designee (the “Secretary”) for the purposes of determining Covered Entity’s compliance with the HIPAA Regulations, in the time and manner designated by the Covered Entity or the Secretary.

  
  
  i) **Documentation of Disclosure.** Business Associate agrees to comply with the requirements governing documentation of disclosures of PHI and any information related to such disclosures as are imposed upon Covered Entity under 45 C.F.R. § 164.528.

  
  
  j) **Accounting.** Business Associate agrees to provide to Covered Entity or an Individual information compiled by Business Associate in accordance with Section 2.i. hereof, in the time and manner designated by the parties, for a reasonable cost-based fee (under conditions permitted by HIPAA if an Individual requests an accounting more than once during a twelve month period).

  
  
  k) **Compliance with the Privacy Rule.** To the extent Business Associate is to carry out one or more of Covered Entity’s obligation(s) under the Privacy Rule, Business Associate agrees to comply
with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation(s), including the minimum necessary requirements.

i) **Reimbursement for Costs of Notification.** Business Associate agrees to reimburse Covered Entity for all reasonable costs incurred by Covered Entity in providing the notification required by 45 C.F.R. Part 164, Subpart D and monitoring the credit of individuals who are the subject of a Breach, but only to the extent that such Breach is directly caused by any negligent act(s) or omission(s) of Business Associate. Such reimbursement shall be made within thirty (30) days after Covered Entity's submission to Business Associate of an invoice accompanied by supporting documentation.

3) **Permitted Uses and Disclosures by Business Associate**

   Except as otherwise limited in this Agreement:
   a) **General Use and Disclosure Provisions.** Business Associate may use or disclose PHI on behalf of Covered Entity or to perform its obligations under the Underlying Agreement provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or is permitted under Section 3.b hereof.
   
   b) **Specific Use and Disclosure Provisions.** Business Associate may use and disclose PHI for the proper management and administration of Business Associate or to meet its legal responsibilities, provided the disclosures are Required by Law, or Business Associate obtains from the recipient of the PHI assurances that the information will remain confidential, will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to recipient, and the recipient will notify Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
   
   c) **Report Violations.** Business Associate may use and disclose PHI to report violations of law to appropriate federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).
   
   d) **Data Aggregation.** Business Associate may use and disclose PHI it receives to provide Data Aggregation services for the healthcare operations of Covered Entity provided that Business Associate notifies Covered Entity in advance of its intended Data Aggregation Services.

4) **Obligations of Covered Entity**

   a) Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or that is not otherwise expressly permitted under this Agreement.
   
   b) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate’s use or disclosure of PHI under this Agreement.
   
   c) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate’s use or disclosure of PHI under this Agreement.
   
   d) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate’s use or disclosure of PHI under this Agreement.

5) **Term and Termination; Effect of Termination**

   a) **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall continue for the term of the respective Underlying Agreement. Notwithstanding the foregoing, in the
event Covered Entity determines Business Associate has violated a material term of this Agreement, Covered Entity may, at its option, provide Business Associate with twenty (20) days’ notice and an opportunity to cure the violation. If cure is unfeasible, Covered Entity may, at its option, terminate the Underlying Agreement, in which event this Agreement shall automatically terminate.

b) **Effect of Termination.** Upon termination of this Agreement and/or the respective Underlying Agreement to which it relates, Business Associate shall return or destroy all PHI that Business Associate created, received, maintained or transmitted on behalf of Covered Entity, provided, if Business Associate determines that returning or destroying the PHI is not feasible, Business Associate will notify Covered Entity in writing of such determination and the specific reasons for such determination, and Business Associate shall comply with the obligations and restrictions on use and disclosure of PHI for so long as Business Associate maintains such PHI. The obligations set forth herein shall survive the termination or expiration of this Agreement and/or the respective Underlying Agreement.

6) **Miscellaneous**

a) **Regulatory References.** A reference in this Agreement to a section in HIPAA, HITECH and the HIPAA Regulations means the section as in effect or as amended from time to time, and for which compliance is required.

b) **Amendment; Waiver.** This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in writing duly signed by authorized representatives of the parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events. Notwithstanding the foregoing, in the event a change in any federal or state law or regulation governing PHI requires an amendment to this Agreement to ensure either party’s ongoing compliance with such law or regulation, the parties agree that they may amend this Agreement to facilitate compliance with such law or regulation.

c) **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA, HITECH, the HIPAA Regulations, and any other applicable law protecting the privacy, security and confidentiality of PHI. To the extent that any provision of this Agreement conflicts with the provisions of the Underlying Agreement or any other agreement or understanding between the parties as it relates to the protection and disclosure of PHI, this Agreement shall control.

d) **State Law.** Nothing in this Agreement shall be construed to require Business Associate to use or disclose PHI in violation of New York State law.

e) **Indemnification.** Business Associate shall indemnify and hold harmless Covered Entity from and against any and all third party claims, losses, liabilities, costs and other expenses to the extent directly caused by the negligent acts or omissions of Business Associate in Business Associate’s use and storage of PHI.

f) **Injunctions.** Covered Entity and Business Associate agree that any violation of this Agreement may cause irreparable harm to Covered Entity. Accordingly, in addition to any other remedies available to Covered Entity at law or in equity, Covered Entity shall be entitled to seek in a court of competent jurisdiction an injunction or other decree of specific performance with respect to any violation of this Agreement or explicit threat thereof, without any bond or other security being required.

g) **No Third Party Beneficiaries.** Nothing express or implied in this Agreement is intended or shall be deemed to confer upon any person other than Covered Entity, Business Associate and their respective successors and assigns any rights, obligations, remedies or liabilities.
Contact Information for Notifications to Business Associate:
Name: ___________________________________________________________________
Title: ____________________________________________________________________
Phone: ___________________________________________________________________
Email address: _____________________________________________________________
Mailing address: __________________________________________________________________

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

COVERED ENTITY
By: _________________________________  Name: _______________________________
   Title: ______________________________

BUSINESS ASSOCIATE
By: _________________________________  Name: _______________________________
   Title: ______________________________
Annex 7
Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is effective as of ____, 20__, (the “Agreement”) by and between [NYU Hospitals Center, a not for profit corporation][NYU School of Medicine, an administrative unit of New York University] having an office at 550 First Avenue, New York, NY 10016 (“NYU”) and ______________, having a place of business at ______________ (the “COMPANY”).

WHEREAS, the parties are investigating the possibility of entering into a business arrangement related to the provision of ___________________ by COMPANY (the “Purpose”);

WHEREAS, in connection with their investigation and discussions related to the Purpose, either party (the “Disclosing Party”) may disclose certain of its proprietary and confidential information to the other party (the “Receiving Party”); and

WHEREAS, the parties wish to disclose said information in confidence to each other upon the terms and conditions contained herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Agreement shall be effective for all disclosures for the Purpose of Confidential Information (as defined below) made by or on behalf of either party to the other party during the period beginning on the effective date of this Agreement and ending on the earlier of (i) six (6) months from the Effective Date or (ii) the date of earlier termination of this Agreement (the “Disclosure Period”). Either party shall have the right, in its sole and absolute discretion, at any time, to terminate negotiations or discussions relating to the proposed business arrangement and to demand the return of its Confidential Information, all without incurring any liability to the other Party and without affecting the obligations of such other Party hereunder.

“Confidential Information” means any and all materials, documents and information disclosed, developed or otherwise derived in accordance with this Agreement, including, but not limited to, proprietary, secret and confidential data, information, and materials relating to the Disclosing Party’s business, in written, oral or tangible form delivered by or on behalf of the Disclosing Party hereunder which are clearly labeled as confidential by the Disclosing Party, or if presented in oral or tangible form, are identified as confidential at the time of disclosure and reduced to writing as confidential within thirty (30) days of their oral or tangible presentation, or which a reasonable person with familiarity with business transactions in the field of the Purpose would deem confidential. The Confidential Information may encompass information relating to various aspects of Disclosing Party’s business, including, without limitation, confidential information regarding Disclosing Party’s assets, services, purchase order(s) history, products, tests, laboratories, contracts, agreements and obligations, customers, technology, intellectual property including patents, patent applications, trademarks and copyrights, licenses, research, development, formulations, know-how, finances, distribution, services, clinical, research and other scientific data and documentation, commercial data, forecasts, requirements, processes, pricing, methodology, records, computer systems and software programs, systems capacity and vulnerability, system security, software development services, applications, standards, manufacturing processes and capabilities, pre-clinical and clinical studies, trade secrets, business strategies, economic and/or business information, techniques, methodologies and the like. This obligation of non-disclosure and non-use shall not apply to any portion of the Confidential Information that:
(1) is generally available to the public or subsequently becomes generally available to the public through no fault of the Receiving Party;

(2) is obtained from a third party not under an obligation of confidentiality;

(3) was known by the Receiving Party prior to receipt thereof from the Disclosing Party; or

(4) is independently developed by the Receiving Party without the use or benefit of the Confidential Information, as evidenced by written records.

3. The Receiving Party acknowledges and agrees that the Confidential Information is strictly confidential and proprietary to the Disclosing Party, and that, as a Receiving Party, it shall at all times safeguard and preserve the confidential status thereof. Without limiting the foregoing, each Receiving Party agrees that it shall not, directly or indirectly, without the prior written consent of the Disclosing Party:

a. use Confidential Information disclosed to it hereunder for any purpose other than the Purpose, for its own benefit, and/or to the detriment of the Disclosing Party, except in furtherance of the proposed business arrangement; or

b. disclose or give the Confidential Information disclosed to it hereunder to any person or entity other than such of its trustees, officers, employees, agents and representatives that may have a need to know in connection with the proposed business arrangement, each of whom shall previously have been advised by the Receiving Party that the Confidential Information is confidential and proprietary to the Disclosing Party; or

c. disclose to any third party the fact that negotiations or discussions relating to the proposed business arrangement are taking place, or any terms, conditions or other facts relating thereto.

4. The Receiving Party’s obligation of confidentiality and non-use for Confidential Information disclosed during the Disclosure Period shall survive expiration or termination of this Agreement for a period of five (5) years after the date of disclosure of such Confidential Information. In addition, Sections 4 through 11 shall survive termination or early expiration of this Agreement.

5. In the event that a Receiving Party becomes legally compelled to disclose any of the other party’s Confidential Information, the Receiving Party will provide the Disclosing Party with prompt notice so that the Disclosing Party may seek a protective order or other appropriate remedy or waive compliance with the provisions of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party shall furnish only that portion of the Confidential Information which is legally required to be disclosed.

6. Within thirty (30) days following the receipt of a written request from the Disclosing Party, the Receiving Party shall either, at the Receiving Party’s discretion, return all materials containing or embodying the Confidential Information or destroy all such materials in the Receiving Party’s possession. Notwithstanding the foregoing, the Receiving Party may retain on a confidential basis one (1) copy of the Disclosing Party’s Confidential Information in order to comply with legal, regulatory or policy requirements, as well as any and all (i) emails and any attachments contained in such emails and (ii) any electronic files, each of which are automatically saved pursuant to legal, regulatory or policy requirements.
7. The disclosure of the Confidential Information by a Disclosing Party to a Receiving Party shall not result in any obligation on the part of either party to enter into any future agreement relating to the Confidential Information or to undertake any other obligations not set forth in a written agreement signed by the parties.

8. All Confidential Information is and shall remain property of the Disclosing Party. No right or license is granted by the Disclosing Party to the Receiving Party in connection with the Confidential Information except as expressly set forth herein. By disclosing Confidential Information to the Receiving Party, the Disclosing Party does not grant any express or implied rights or license to the Receiving Party to or under any patents, patent applications, copyrights, trademarks, trade secrets, or other intellectual property right or interest heretofore or hereafter possessed by the Disclosing Party.

9. WITH RESPECT TO CONFIDENTIAL INFORMATION, THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES OF ANY KIND. CONFIDENTIAL INFORMATION IS PROVIDED ON AN “AS-IS” BASIS. THE DISCLOSING PARTY SHALL NOT BE LIABLE FOR ANY INACCURACY OR LACK OF COMPLETEENESS OF THE CONFIDENTIAL INFORMATION.

10. Each party acknowledges that the other might be irreparably harmed by violation of this Agreement, and agrees, therefore, that, in addition to any other legal remedies available to it, a Disclosing Party shall have the right to seek injunctive relief, without the necessity of posting any bond therefor, to prevent the Receiving Party from breaching, or continuing to breach, its obligations hereunder.

11. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. This Agreement may only be amended or assigned by the mutual written consent of authorized representatives of both parties. No term or provision of this Agreement may be changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the party against which the enforcement of the change, waiver, discharge or termination is sought. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors.

12. This Agreement may not be assigned by either party without the prior written consent of the other.

13. This Agreement shall be governed by and construed pursuant to the laws of the State of New York, without regard to its conflicts of law provisions and subject to the exclusive jurisdiction of its courts.

14. This Agreement may be executed in any number of counterparts, including by facsimile, each of which shall be an original and all of which together shall be one document binding on all the parties.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

NYU HOSPITALS CENTER

By: _________________________
Name: 
Title: 

COMPANY

By: _________________________
Name:
NYU Hospitals Center

Annex 8
CLIENT FACILITIES

NYU Langone Medical Center
550 First Ave.
New York, NY 10016

NYU Hospital for Joint Diseases
301 East 17th Street
New York, NY 10003

NYU Lutheran Medical Center
150 55th Street
Brooklyn, New York 11220

NYU Lutheran Family Health Centers Brooklyn-Chinese
5008 7th Avenue
Brooklyn, New York 11220

NYU Lutheran Family Health Centers Caribbean-American
3414 Church Avenue
Brooklyn, New York 11203

NYU Lutheran Family Health Centers Family Physician
5616 6th Avenue
Brooklyn, New York 11215

NYU Lutheran Family Health Centers Family Support Center
6025 6th Avenue | Room 205
Brooklyn, New York 11220

NYU Lutheran Family Health Centers Park Ridge
6317 4th Avenue
Brooklyn, New York 11220

NYU Lutheran Family Health Centers Park Slope
220 13th Street
Brooklyn, New York 11215

NYU Lutheran Family Health Centers Shore Road
9000 Shore Road
Brooklyn, New York 11209

NYU Lutheran Family Health Centers Sunset Park
150 55th Street
Brooklyn, New York 11220

NYU Lutheran Family Health Centers Sunset Park
5610 2nd Avenue
Brooklyn, New York 11220

NYU Lutheran Family Health Centers Sunset Park for Women's Health and Pediatrics
5610 2nd Avenue
Brooklyn, New York 11220

Outpatient Behavioral Health Services
514 49th Street
Brooklyn, New York 11220
NYU Hospitals Center

NYU Lutheran Augustana
5434 2nd Avenue
Brooklyn, New York 11220
Annex 9
Addendum Acknowledgement Form

The receipt of the following addenda is hereby acknowledged:

Addendum No.______________, dated ______________

Addendum No.______________, dated ______________

Addendum No.______________, dated ______________

Addendum No.______________, dated ______________

Addendum No.______________, dated ______________

Addendum No.______________, dated ______________

Addendum No.______________, dated ______________