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UNIVERSITY OF CONNECTICUT HEALTH CENTER
Procurement Operations & Contracts
263 Farmington Avenue, MC4036
Farmington, CT 06032-4036

| RFP NUMBER: | PROPOSAL DUE DATE: | PROPOSAL DUE TIME: | RFP SURETY: |
|---|--------------------|--------------------|-------------|
| UCHC 1-73394635 | August 1, 2016 | 2:00 PM EST | NA |
| RFP TITLE: Specialty and Non-Specialty Travel RN's; Respiratory Therapists and Surgical Technicians | | | |

ADDENDUM NUMBER: 1

DATE ADDENDUM ISSUED: July 25, 2016

FOR: The University of Connecticut Health Center

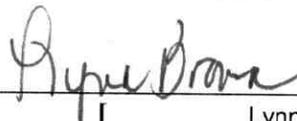
NOTE: Questions and Answers

This Addendum must be *Signed & Returned* with your proposal.

Authorized Signature of Proposer

Company Name

Approved By: _____



Lynn Brown
Buyer

(Original Signature on Document in Procurement Files)

UCONN HEALTH

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| <p>QUESTION #1:</p> | <p>Please confirm that Pediatrics is a Non Specialty Unit</p> |
| <p><i>UCONN HEALTH RESPONSE:</i></p> | <p>Neonatal is a specialty unit.</p> |
| <p>QUESTION #2:</p> | <p>Annual Spend on Travel Staffing: What was your annual spend in 2015 for Travel Staffing? In 2014? YTD in 2016?</p> |
| <p><i>UCONN HEALTH RESPONSE:</i></p> | <p>FY 2015 – July to June - \$560,000.00</p> |
| <p>QUESTION #3:</p> | <p>Are you looking for a “vendor on premise” (VOP) to manage the day-to-day management of supplemental staffing?</p> |
| <p><i>UCONN HEALTH RESPONSE:</i></p> | <p>No</p> |
| <p>QUESTION #4:</p> | <p>Could this position be off-site or do you have to have them on-site?</p> |
| <p><i>UCONN HEALTH RESPONSE:</i></p> | <p>We need a coordinating person to assist our staffing office.</p> |
| <p>QUESTION #5:</p> | <p>Do you need a VOP at your main facility or at all locations?</p> |
| <p><i>UCONN HEALTH RESPONSE:</i></p> | <p>Main Facility and onsite facilities</p> |

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| QUESTION #6: | Do you already have personnel at your facility that can continue to handle this? |
| UCONN HEALTH RESPONSE: | Yes |
| QUESTION #7: | How do you currently manage your staffing suppliers? Please describe your process? Do you utilize staffing software? |
| UCONN HEALTH RESPONSE: | Ansos System |
| QUESTION #8: | Describe your current time collection process? |
| UCONN HEALTH RESPONSE: | We place our contract employees in our scheduling system but not our electronic Kronos System. |
| QUESTION #9: | Do you use the same process for all Vendors? |
| UCONN HEALTH RESPONSE: | Yes |
| QUESTION #10: | Is it the same process you use for internal staff? |
| UCONN HEALTH RESPONSE: | No, they use Kronos only. |
| QUESTION #11: | Does your staff complete a manual timecard? Would you consider an online timekeeping system? |
| UCONN HEALTH RESPONSE: | Our staff uses an on-line system. |
| QUESTION #12: | Do your agencies use the same system? If not, is this possible? |
| UCONN HEALTH RESPONSE: | No |
| QUESTION #13: | What are the main obstacles/challenges you are facing with this process? |
| UCONN HEALTH RESPONSE: | Challenges and consistencies of obtaining qualified staff |
| QUESTION | Who from UCONN approves the timecards for agency? When is a timecard approved |

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| #14: | (Mon, Tues, etc)? |
| <i>UCONN HEALTH RESPONSE:</i> | Immediate Supervisors – Final approval on Friday morning |
| QUESTION #15: | How do you reconcile agency invoices? |
| <i>UCONN HEALTH RESPONSE:</i> | Our finance officer |
| QUESTION #16: | Are you entering timecard data into a computer system/software? |
| <i>UCONN HEALTH RESPONSE:</i> | Yes |
| QUESTION #17: | What systems do you have in place for scheduling, capturing time, financials? |
| <i>UCONN HEALTH RESPONSE:</i> | Ansos and Payroll Systems |
| QUESTION #18: | <p>What is your main goal/objective with improving the time collection and invoicing process?</p> <p><input type="checkbox"/> Consolidated vendor invoicing?</p> <p><input type="checkbox"/> Operational efficiencies with internal staff?</p> |
| <i>UCONN HEALTH RESPONSE:</i> | We would like to have electronic in the future. Onboarding and orientation process. |
| QUESTION #19: | <p><u>Sample Contract, Section 18.11.7, Page 18. 18.11.7 Indemnification.</u> The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney’s fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.</p> <p>Q: Contractor will agree to indemnify UCHC as required by this section, but only for its proportionate share of fault. Is UCHC agreeable to replacing “relating to or” with “but only in proportion to and to the extent” this provision?</p> |
| <i>UCONN HEALTH RESPONSE:</i> | Contractor will agree to indemnify UCHC as required by this section, but only for its proportionate share of fault. Is UCHC agreeable to replacing “relating to or” with “but only in proportion to and to the extent” this provision? |

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| <p>QUESTION #20:</p> | <p><u>Sample Contract, Section 21.9, Page 20-21.</u> 21.9 INDEMNIFICATION/HOLD HARMLESS.</p> <p>21.9.1 The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all: a) Claims arising directly or indirectly from the acts or omissions of the Contractor or Contractor Parties in connection with the Contract (collectively, the “Acts”); and b) liabilities, damages, losses, costs and expenses, including, but not limited to, attorneys’ and other professionals’ fees, arising, directly or indirectly, in connection with Acts.</p> <p>21.9.2 The Contractor shall reimburse the State for any and all damage to the State’s real or personal property, and shall pay for or repair damage to its own work or the work of other contractors, caused by the Acts.</p> <p>21.9.3 The Contractor’s duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.</p> <p>21.9.4 The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract.</p> <p>21.9.5 The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Contract. The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys’ and other professionals’ fees expended in pursuing a Claim against a third party.</p> <p>21.9.6 This section shall survive the termination, cancellation or expiration of the Contract and shall not be limited by reason of any insurance coverage.</p> <p>Q: Contractor can only agree to be liable for and indemnify the State as set forth in this section for the proportionate liability or representative share of negligence allocated to Contractor based on the acts and omissions of its employees, agents or representatives (Contractor Parties). Will UCHC accept revisions to this indemnity provision to reflect this? Will UCHC agree to delete Section 21.9.3?</p> |
| <p>UCONN HEALTH RESPONSE:</p> | <p>If you have any requested revisions to the sample contract included with the RFP, you must submit a redlined contract with your proposal. UConn Health will consider language that makes the Contractor responsible only for its proportionate liability as described in this question. UConn Health will not agree to delete Section 21.9.3 entirely. All contract language changes are subject to UConn Health review and legal approval</p> |
| <p>QUESTION #21:</p> | <p><u>Sample Contract, Section 23.1, Page 21.</u> 23.1 The Contractor agrees that while performing under this Contract, it shall carry sufficient insurance (liability and/or other, as applicable), in at least the following amounts, so as to save the State harmless from liability for any Act that is insurable:</p> <p>Q: Will UCHC agree to delete “so as to save the State harmless from liability for any Act that is insurable”?</p> |
| <p>UCONN HEALTH RESPONSE:</p> | <p>If you have any requested revisions to the sample contract included with the RFP, you must submit a redlined contract with your proposal. UConn Health will consider the deletion of this language, although it is not something that we typically agree to. All contract language changes are subject to UConn Health review and legal approval.</p> |

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| <p>QUESTION #22:</p> | <p><u>Sample Contract, Section 23.1.3, Page 21.</u> 23.1.3 Professional Liability: \$1,000,000 limit of liability. Q: Contractor's professional liability insurance has a \$3,000,000 annual aggregate per provider. Is this acceptable to UCHC?</p> |
| <p><i>UCONN HEALTH RESPONSE:</i></p> | <p>If you have any requested revisions to the sample contract included with the RFP, you must submit a redlined contract with your proposal. The change described in the question is probably acceptable, but all contract language changes are subject to review and legal approval.</p> |
| <p>QUESTION #23:</p> | <p><u>Sample Contract, Section 23.2.6, Page 22.</u> 23.2.6 The insurer must send written notice to UCHC by certified mail, at least thirty (30) Calendar Days prior to any reduction, cancellation or non-renewal of coverage. Q: Notice will not come directly from Contractor's insurer, but Contractor can agree to provide the required notice to UCHS. Is this acceptable?</p> |
| <p><i>UCONN HEALTH RESPONSE:</i></p> | <p>For Contract Section 23.2.6, UConn Health will agree to the following language, in place of the language in the sample contract included with the RFP: 23.2.6 Either the Contractor or the insurer must send written notice to UCHC by certified mail, at least thirty (30) Calendar Days prior to any reduction, cancellation or non-renewal of coverage.</p> |
| <p>QUESTION #24:</p> | <p><u>Sample Contract, Section 23.3, Page 22.</u> 23.3 All applicable certificates of insurance, reflecting the above requirements, shall be provided to UCHC prior to the effective date of this Contract. Q: Contractor cannot provide a certificate of insurance until the agreement has been executed. Is this acceptable?</p> |
| <p><i>UCONN HEALTH RESPONSE:</i></p> | <p>Yes, that is acceptable, as long as UConn Health receives the certificate of insurance prior to the start of Contractor's performance of work under the Contract.</p> |