

University Medical Center of Southern Nevada

**CONFIRMATION FORM
for
RECEIPT OF BID NO. 2014-03
Workers Comp and Out of State Medicaid Accounts Receivable Services**

If you are interested in this invitation, immediately upon receipt please fax or email this confirmation form to the information provided at the bottom of this page.

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO.: BID NO. 2014-03

DESCRIPTION: Workers Comp and Out of State Medicaid Accounts Receivable Services

**VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:
TYPE or PRINT CLEARLY**

Company Name: _____

Company Address: _____

City / State / Zip: _____

Contact Name / Title: _____

Area Code / Phone Number: _____

Area Code / Fax Number: _____

Email Address: _____

Please indicate the method you used to obtain this Bid Document:

Clark County website Received directly from UMC Las Vegas Review Journal Plan Room

**EMAIL this confirmation to: robert.maher@umcsn.com
or FAX to: (702) 383-2609**

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2014-03

WORKERS COMP AND OUT OF STATE
MEDICAID ACCOUNTS RECEIVABLE
SERVICES

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
INVITATION TO BID

BID NO. 2014-03
Workers Comp and Out of State Medicaid Accounts Receivable Services

UMC is seeking bids for Workers Comp and Out of State Medicaid Accounts Receivable Services.

The bid package is available as follows:

- Pick up – University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada, 89106.
- Electronic Mail or Mail – Please email request to Contracts Management at robert.maher@umcsn.com specifying the Bid Number and description. Be sure to include your company name, contact name, mailing address, email, phone and fax numbers, or call (702) 207-8846.
- Internet – Visit the Clark County website www.clarkcountynv.gov/purchasing. Click on “Current Opportunities”, listed under University Medical Center, locate the appropriate document in the list of current solicitations.

Bids will be accepted at the University Medical Center address specified on Item #12, on or before **Friday, March 27, 2014** at **2:00:00 p.m** in **Trauma Building, Suite 409** and opened **immediately following in Conference Room H**. BIDS are time-stamped upon receipt. BIDS time-stamped after **2:00:00 p.m.** will be recorded as late, remain unopened, and be formally rejected.

PUBLISHED:
Las Vegas Review Journal
Sunday, March 2, 2014

HELPFUL BID INFORMATION

DID YOU KNOW THAT IMPORTANT INFORMATION RELATED TO THE PURCHASING PROCESS AT UMC IS AVAILABLE 24-HOURS A DAY, 7 DAYS A WEEK? HERE'S WHERE YOU CAN FIND THIS VALUABLE INFORMATION:

INTERNET



All UMC solicitations are posted on the Internet at <http://www.clarkcountynv.gov/Purchasing>, as well as other important and useful purchasing related information. The solicitations are listed under “**Current Opportunities**”. To locate a specific solicitation browse the list by **Number and/or Title**. You can then click on the selected solicitation **Number**, which will take you to a **Details Page, containing Project Information and links to all Project Related Documents**, with the exception of Construction Specifications and Drawings, which must be obtained directly from the Purchasing and Contracts front desk (see Pick-up and Mail instructions on the previous page).

PRE-BID CONFERENCE ATTENDANCE

WE WANT YOU!



You have received this “Invitation to Bid” with the anticipation of doing business with UMC. You are encouraged to attend the pre-bid conference, if one is offered; because it gives you the opportunity to ask questions you may have regarding the bid document, the bid requirements, and the bidding process. At the pre-bid conference, the entire bid document is reviewed and questions from the attendees are answered.

*** Some pre-bid conferences have a mandatory attendance requirement; please review the bid document carefully.**

The date and time of the pre-bid conference (if applicable) is provided for on the cover page of the bid document. SEE YOU THERE!

NEED ASSISTANCE?



The Clark County Business Development Division works with the UMC Contracts Management Department to expand the economic prospects of all disadvantaged groups in the business community, and promotes full and open competition in all purchasing activities. If you have questions concerning how to prepare a bid, information that is available to you, or you would like to discuss business opportunities within Clark County, please contact Sandra Mendoza-Avila at telephone number (702) 455-4184.

I – INSTRUCTION TO BIDDERS

BID NO. 2014-03

Workers Comp and Out of State Medicaid Accounts Receivable Services

1. INTENT OF INVITATION

In accordance with the terms and conditions provided in this bid document, it is the intent of this formal Invitation to Bid to receive bids from qualified Bidders for the items specified in this document.

2. DEFINITIONS

- A. **Addendum:** A written document issued by UMC, via Contracts Management Department, prior to the submission of bids which modifies or clarifies the Bidding Documents by additions, deletions, clarifications, or corrections.
- B. **Bid (Bidder):** An offer, in response to a solicitation by UMC, to supply goods or services at a specific price and within a specified time period.
- C. **Bid (UMC):** A competitive solicitation by UMC to procure goods or services in accordance with Nevada Revised Statutes (NRS) 332.
- D. **Bid Form:** Standard printed form given to Bidders that must be completed and submitted back to UMC with the required information for evaluation of the bid, in correct format and sequence. Bid pages are identified herein as "Bid Form" and contain a black line in the right margin.
- E. **Bid Submittal:** Bid Form pages, Bid Security (if required), and all required attachments.
- F. **Bidder(s):** A supplier who submits a bid to UMC.
- G. **Bidding Documents:** May include but are not limited to, the Invitation to Bid, Instructions to Bidders, General Provisions, General Conditions, Technical Specifications, Contract Requirements and Forms, Bid Forms/Attachments, Exhibits, Specifications/Special Provisions and Drawings, and any Addenda issued prior to the date designated for receipt of bids, as applicable.
- H. **Contract:** Contract documents include the Bidding Documents, successful Bidder's Bid Form, all Addenda, and Notice of Award letter.
- I. **UMC:** The term used throughout these documents to mean University Medical Center of Southern Nevada.
- J. **F.O.B. Destination:** Designates the title of the goods remain with seller and do not pass to buyer until the buyer takes possession of the goods.
- K. **Governing Board (GB):** Used throughout these documents to mean the UMC's Governing Board.
- L. **Lot:** A group of items similar in nature and bought individually, all items in a lot must be bid on to be a responsible bidder considered for award.
- M. **Nevada Revised Statutes (NRS):** The current codified laws of the State of Nevada. Nevada law consists of the Constitution of Nevada (the state constitution) and Nevada Revised Statutes. The Nevada Supreme Court interprets the law and constitution of Nevada.
- N. **No Substitute:** Means there is only one brand name product that is acceptable to perform the function required by the using department.
- O. **Authorized Representative:** A person designated by the Governing Body to be responsible for the development and award of the contract for the service to be performed.
- P. **Purchase Order:** The formal authorization by UMC for vendor to provide goods or services to UMC. The formal Contract takes precedence over any conflicting terms and conditions contained in the purchase order.
- Q. **Successful Bidder:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the Authorized Representative has authorized the award of the contract.

3. SCOPE OF SERVICES

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450. UMC is a 541 bed hospital, currently operating a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center, an active Cardiology Program, Organ Transplant Program, Burn Care Center and a Level III Intensive Care Nursery. In addition, UMC operates nine (9) Quick Care facilities, nine (9) Primary Care facilities and six (6) Ambulatory patient clinics.

Purpose

The purpose of this bid is to identify superior Bidder(s) who can provide Workers Comp and Out of State Medicaid Accounts Receivable Services.

Expectations of Business Partner

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

4. TENTATIVE DATES AND SCHEDULE (Dates are tentative and subject to change at any time)

Bid Published in Las Vegas Review-Journal	Sunday, March 2, 2014
Final Date to Submit Questions	Friday, March 7, 2014
Last Day for Addendums	Friday, March 14, 2014
Bid Responses Due (2:00:00 pm)	Thursday, March 27, 2014
Bid Evaluations	March/April 2014
Final Selection & Contract Negotiations	March/April 2014
Estimated Award & Approval of the Final Contract	April/May 2014

5. DESIGNATED CONTACT

UMC's Authorized Representative will be Rob Maher, Contracts Management. All questions regarding this bid, including the selection process, must be directed to Rob Maher at telephone number 702-207-8846, or email robert.maher@umcsn.com.

6. CONTACT WITH UMC DURING BID PROCESS

Communication between Bidder and a member of the GB or between Bidder and a non-designated UMC contact regarding this bid is prohibited from the time the bid is advertised until the bid is recommended for award of a contract. Questions pertaining to this bid shall be addressed to the designated contact(s) specified above. Failure of a Bidder, or any of its representatives, to comply with this paragraph may result in its bid being rejected.

7. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of the bid, a written addendum will be provided to all Bidder(s) in written form from UMC's designated contact. UMC is not bound by any specifications by UMC's employees, unless such clarification or change is provided to Bidder(s) in written addendum form from UMC's designated contact.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify UMC. UMC will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.
- C. Addenda shall be available via mail, certified mail, email, fax, online or pick up by all prospective Bidders.

- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

8. METHOD OF EVALUATION AND AWARD

This bid is in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The bids may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide UMC a presentation and/or an oral interview. The ad hoc staff committee may review the bids as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. UMC also reserves the right not to make an award if it is deemed that no single bid fully meets the requirements of this project.

UMC's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, UMC will enter into a contract for each component described.

9. DOCUMENT REVIEW

Bidders may visit the Contracts Management department, during normal business hours, to review any current bid documents. This information is available for review provided the contents of the document have not been deemed confidential or proprietary as defined in the "Public Records" clause in the General Conditions section of this bid. Bids submitted in response to this invitation to bid may be reviewed after the formal bid opening has been completed. To review bid documents, an appointment must be made in advance to ensure that full consideration will be provided. Please call telephone number (702) 383-2423 to schedule your appointment.

10. PREPARATION OF FORMS

All bids will be submitted on the Bid Form provided in this document. **All figures must be written in ink or typed.** Figures written in pencil or containing erasures are not acceptable and will be rejected. However, mistakes may be crossed out and corrections may be inserted adjacent thereto and initialed in ink by the person signing the bid form.

In the event there are unit price bid items provided in the Bid Form, and the total indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the total will be corrected accordingly. Mathematical errors in the Bid shall be corrected by UMC. If there is no cost for a unit price, the Bidder **MUST** enter "0" or write the words "NO COST".

11. BID DOCUMENTS NECESSARY FOR SUBMITTAL

The Bid Form, all requested attachments, and the bid security (if required) shall be included in the envelope containing the bid. These documents, together, comprise a bid. Omission of, or failure to complete, any portion of the required documents at the time of bid opening may be cause to reject the entire bid.

12. SUBMITTAL REQUIREMENTS

All bids shall be on 8-1/2" x 11" paper, stapled and arranged in the following order:

- Bid Form**
- Attachment 1**, Certificate of Insurance
- Attachment 2**, Affidavit.
- Attachment 3**, Disclosure of Ownership/Principals Form
- Attachment 4**, Disclosure of Relationship Form
- Attachment 5**, Subcontractor Information
- Attachment 6**, I-179 Policy
- Attachment 7**, Business Associate Agreement
- Addendum(s)**
- Exhibit A**, Additional Data

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. No responsibility will attach to UMC or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 2:00:00 p.m. based on the time clock at the UMC Materials Management front desk will be recorded as late, remain unopened and be formally rejected. **FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/ mailing instructions for bids:

Hand Delivery

University Medical Center
Materials Management
Trauma Center Building
800 Rose Street, Suite 409
Las Vegas, Nevada 89106

BID No. 2014-03
Workers Comp and Out of
State Medicaid Accounts
Receivable Services

U.S. Mail Delivery

University Medical Center
Materials Management
1800 West Charleston Blvd
Las Vegas, Nevada 89102

BID No. 2014-03
Workers Comp and Out of
State Medicaid Accounts
Receivable Services

Express Delivery

University Medical Center
Materials Management
800 Rose Street, Suite 409
Las Vegas, Nevada 89106

BID No. 2014-03
Workers Comp and Out of
State Medicaid Accounts
Receivable Services

Regardless of the method used for delivery, Bidder shall be wholly responsible for the timely delivery of its bid. Overnight Mail must use the EXPRESS DELIVERY instructions.

Any bids submitted via a third party courier must be sealed in a separate envelope from courier's packaging to allow for proper recording of receipt.

Bidders and other interested parties are invited to attend the bid opening.

13. SUBCONTRACTS

Services specified in contract shall not be subcontracted by successful Bidder, without the written approval of UMC. Approval by UMC of successful Bidder's request to subcontract or acceptance of or payment for subcontracted work by UMC shall not in any way relieve successful Bidder of responsibility for the professional and technical accuracy and adequacy of the services performed. Successful Bidder shall be and remain liable for all damages to UMC caused by negligent performance or non-performance of services performed under contract by successful Bidder's subcontractor.

14. SUBCONTRACTOR INFORMATION

Bidders should submit with their bids a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE) and Nevada Business Enterprise (NBE) subcontractors for this contract utilizing **Attachment 5**. The information provided in **Attachment 5** by the Bidder is for UMC's information only.

15. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

Successful Bidder represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Successful Bidder shall act as an independent successful Bidder and not as the agent of UMC in performing the contract. Successful Bidder shall maintain complete control over its employees and all of its subcontractors. Nothing contained in contract or any subcontract awarded by successful Bidder shall create any contractual relationship between any such subcontractor and UMC. Successful Bidder shall perform all work in accordance with its own methods subject to compliance with contract.

16. BRAND NAMES "OR EQUAL"

Whenever, in this Invitation to Bid, any particular materials, process, and/or equipment are indicated or specified by patent, proprietary or brand name, or by name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process, and/or equipment desired and will be deemed to be followed by the words, "or equal." Proof satisfactory to UMC must be provided by the successful Bidder to show that the alternative product is, in fact, equal to the product required in the specifications.

17. SUBSTITUTIONS

Specifications are intended to show kind and quality required, and is not intended to be restrictive. **Additional bids that are equal to, or exceed the requirements stated in this document are invited.** Bidders desiring to submit more than one bid for items other than those specified shall observe the following procedure:

- A. Proof, satisfactory to UMC, must be provided by Bidder to show that the product is equal to, or exceeds the bid specifications in design and performance.

- B. Equivalent items may be subject to performance testing.
- C. Submit with the bid complete manufacturer's brochures of the actual items being offered, including pictures and/or dimensional drawings.

18. ORDER QUANTITIES AND UNIT PRICING

Unit pricing for the items listed in this bid shall be reflective of the unit of measure of "each" or "thousand". This bid expressly prohibits "minimum order quantity" practices. All invoices shall reflect the pricing for the exact quantities received.

19. DEVIATIONS TO TERMS AND CONDITIONS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with Bidder's Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

20. DURATION OF OFFER

All offers (bids) submitted in association with this Invitation to Bid shall be considered firm offers for a minimum of 90 calendar days after the date of bid opening in order to allow UMC to evaluate and consider award, unless the offer is further extended in writing and agreed upon by both parties.

21. BIDDER'S REPRESENTATION

Each Bidder, by submitting a bid, represents that it has read and understands the bidding documents and that the bid is made in accordance therewith, and that it has familiarized itself with the local conditions, laws and regulations under which the work is to be performed and have correlated this knowledge with the requirements of the bidding documents.

22. BID COSTS

There shall be no obligation for UMC to compensate Bidder(s) for any costs of responding to this bid.

23. WITHDRAWAL OF BID

A. Before Bid Opening

Bidders may request withdrawal of a posted, sealed bid prior to the scheduled bid opening time, provided the request for withdrawal is submitted to the Designated Contact in writing, or a bid release form has been properly completed and submitted to the Purchasing and Contracts Division reception desk. Withdrawn bids must be re-submitted and time-stamped in accordance with this bid document in order to be accepted.

B. After the Bid Opening

All responsive and responsible bids received are considered firm offers for a period of ninety (90) calendar days. Bidder's offer will expire after ninety (90) calendar days unless the offer is further extended in writing by Bidder and agreed upon by both parties. If Bidder intended for award requests that its bid be withdrawn, that Bidder may be deemed non-responsible if responding to future invitations to bid or may be required to forfeit its bid bond (if applicable).

24. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

All bids will be awarded to the lowest responsive and responsible Bidder. The determination of the lowest responsive and responsible Bidder may be judged on all or some of the following factors: price, financial responsibility of the bidder, conformity to specifications, facilities and equipment, availability of repair parts, experience, terms of payment, qualifications, past performance, performance or delivery dates, quality and utility of services, supplies, materials or equipment offered and the adaptability of those services, supplies, materials or equipment to the required purpose of the contract, and other objective and accountable factors which are reasonable. UMC has the option to accept additional promotional specials, discounts and/or trade-in allowances offered by the successful Bidder during the term of the contract but these offers will not be part of the determination for award of this bid unless otherwise specified. UMC may award a multiple contracts for this commodity/service group if deemed in the best interest of the hospital.

In accordance with NRS 332.065.3, UMC may re-award this contract if the successful Bidder is found to be in breach of the contract. Re-awarding the contract by UMC is not a waiver of any liability of the initial Bidder awarded the contract.

25. REJECTION OF BID

UMC reserves the right to reject any and all bids received by reason of this request. UMC reserves the right to waive any minor informality or irregularity.

26. DISQUALIFICATION OF BIDDERS

Bidders may be disqualified and their bids may be rejected for any of, but not limited to, the following causes:

- A. Failure to use the specified Bid Form furnished by UMC.
- B. Lack of signature by an authorized representative.
- C. Failure to properly complete the Bid Form.
- D. Evidence of collusion among Bidders.
- E. Unauthorized alteration to content of the Bid Form.
- F. Failure to acknowledge all addenda issued.

27. TIE-BIDS

A tie-bid is defined as an instance where bids are received from two (2) or more Bidders who are the low Bidders, and their offers are identical. Bids must be identical in all evaluation areas; e.g., price, quality, delivery, terms, and ability to supply, etc. If any of these areas are not identical, it is not considered a tie-bid, and UMC can justify awarding to the Bidder with the lowest responsive and responsible bid.

The procedure for tie-bids is to hold a public drawing and award the bid to the winner of the draw in accordance with the Method of Award clause in the General Conditions. When a drawing is necessary, the Bidders involved will be contacted with the time and place of the drawing. Attendance is not mandatory for the drawing. An impartial witness will be present at the drawing.

28. NOTIFICATION OF INTENT TO AWARD

UMC will issue to all Bidders a formal letter of "Notification of Intent to Award". This notice will confirm UMC's determination of the lowest responsive and responsible Bidder.

29. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of this contract may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to UMC's Designated Contact, within five (5) calendar days after UMC issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Designated Contact will promptly issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Designated Contact its written notice of intent to appeal the decision to the GB. The Designated Contact will notify the protestor of the date they may appear to present their appeal to the GB. Protestor must submit to the Designated Contact 15 copies of any documents protestor intends to present to the GB and all documents must be submitted ten (10) calendar days prior to the GB Meeting. The decision of the GB will be final. The GB need not consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to UMC who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 - i. 25% of the total value of the bid submitted by the Bidder filing the notice of protest; or
 - ii. \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of contract until the GB makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the GB has made a determination on the protest and awards the contract.

- E. Neither the GB nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the GB, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected by the GB, UMC may make a claim against the bond or other security in an equal amount to the expenses incurred by UMC because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

30. INSURANCE

The successful Bidder shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of this contract.

The successful Bidder shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, unless Bidder is a Sole Proprietor and shall be required to submit an affidavit (**Attachment 2**) indicating that it has not elected to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

The successful Bidder shall include the cost of the insurance coverages in its bid price(s). The successful Bidder shall provide UMC with proof of insurance as specified within 10 calendar days after UMC's request.

The successful Bidder shall obtain and maintain the insurance coverages required in **Attachment 1**, incorporated herein by this reference. The successful Bidder shall comply with the terms and conditions set forth in **Attachment 1**. All Bidders shall include the cost of the insurance coverages in their bid price(s).

31. STATE OF NEVADA LEGAL HOLIDAYS

Successful Bidder is advised that below there are ten (10) firm legal holidays and eleven (11) when December 31st falls on Friday.

Martin Luther King's Birthday
Presidents' Day
Memorial Day
Independence Day
Labor Day
Nevada Admission Day
Veteran's Day
Thanksgiving Day and the Friday After
Christmas Day
New Year's Day

Successful Bidder is required to verify dates with UMC'S representative prior to the commencement of work.

32. DISCLOSURE OF OWNERSHIP/PRINCIPALS & RELATIONSHIP FORMS

Any Bidder recommended for award of a contract by the Board of County Commissioners is required to provide the information on the attached "Disclosure of Ownership/Principals" and "Disclosure of Relationship" forms. Failure to fill out the subject forms by the Bidder may be cause for rejection of the bid (**Attachments 3 and 4**).

33. FEDERAL, STATE, LOCAL LAWS

All Bidders will comply with all Federal, State and local laws relative to conducting business in Clark County. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

34. TAXES

UMC is a political subdivision of the State of Nevada and under the provisions of Nevada Revised Statute (NRS) 372.325 is exempt from the payment of Sales and Use Tax (Employee Identification Number 88-6000028). A copy of the tax exempt letter is available on request. The price(s) bid must be net, exclusive of these taxes.

35. COLLECTION AND PAYMENT OF SALES TAX

In accordance with NRS 372.123, any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

36. ADDITIONAL BID SUBMITTALS

Any additional agreements, terms, conditions, or exceptions to the bid requirements that are submitted with the Bidders Bid Form may be considered substantial deviations from the bid requirements and be cause for rejection.

37. DESCRIPTIVE LITERATURE

Bidder may submit with its bid the latest printed specifications and/or advertising literature on the product(s) offered on its Bid Form.

38. DELIVERY REQUIREMENTS

A. PRODUCT DELIVERY

Payments must be received by UMC within two (2) days after receipt of collections.

B. LOCATION AND HOURS

Deliveries shall be made to UMC, 1800 West Charleston Blvd., Las Vegas, NV 89102, Monday through Friday (excluding UMC's holidays), between the hours of 7 a.m. to 3 p.m.

C. FORCE MAJEURE

The successful Bidder shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. The successful Bidder shall provide UMC satisfactory evidence that non performance is due to cause other than fault or negligence on its part.

D. F.O.B. DESTINATION - FREIGHT PRE-PAID AND INCLUDED

The successful Bidder shall pay all freight charges. The successful Bidder shall file all claims and bears all responsibility for the products from the point of origin to UMC's destination. Title to the goods shall pass to UMC at time of delivery to UMC dock. All prices shall include delivery, as well as any necessary unloading.

E. PARTIAL SHIPMENTS

Partial shipments will be permitted.

F. FAILURE TO DELIVER

In the event that the successful Bidder fails to deliver the product and/or service in accordance with the terms and conditions of the contract, UMC shall have the option to either terminate the contract or temporarily procure the product and/or service from another supplier. If the product and/or service is procured from another supplier, the successful Bidder shall pay to UMC any difference between the bid price and the price paid to the other supplier.

G. DAMAGED OR DEFECTIVE PRODUCTS

The successful Bidder shall replace, at no cost to UMC, damaged or defective products within ten (10) calendar days after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, the successful Bidder shall pay UMC any difference between the bid price and the price paid to the other supplier.

39. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

A. Clark County Business License is Required if:

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

B. Register as a Limited Vendor Business Registration if:

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

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

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

II – GENERAL CONDITIONS

BID NO. 2014-03

Workers Comp and Out of State Medicaid Accounts Receivable Services

1. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on an all, some, or none basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by UMC.

2. NOTICE OF AWARD

Award of this bid will be by "Notice of Award" issued by the Chief Executive Officer and the issuance of a purchase order. The contract shall include this bid document, any associated Addendums, Business Associate Agreement, and the Bid Form as signed by the successful Bidder.

3. INITIAL TERM

The initial term of this contract shall be from date of award through June 30, 2017.

4. CONTRACT RENEWAL

UMC reserves the option to renew this contract for two (2) additional one (1) year periods from its expiration date.

5. CONTRACT EXTENSION

UMC reserves the option to temporarily extend this contract for up to six (6) months from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

6. OPEN-END CONTRACT

It is understood that the successful Bidder shall consider this bid as an open-end contract for all items offered. In the event UMC requires additional items or replacement items, it is understood that the successful Bidder agrees to furnish items as per the terms of this bid from the date of award through contract expiration.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS

The successful Bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title, or interest in, or to the same, or any part thereof, without previous written consent of UMC and any sureties.

8. AUDITS

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

9. AUTHORITY

UMC is bound only by UMC agents acting within the actual scope of their authority. UMC is not bound by actions of one who has no apparent authority to act for UMC. The acts of UMC agents which exceed their contracting authority do not bind UMC.

10. PUBLIC RECORDS

UMC is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of UMC's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a bid document that is still under review by UMC's ad hoc committee may not be disclosed until the bid document is recommended for award of a contract. Bidder(s) are advised that once a bid document is received by UMC, its contents will become a public record and nothing contained in the bid document will be deemed to be confidential except proprietary information. Bidder(s) shall not include any information in their bid document that is proprietary in nature or that they would not want to be released to the public. Bid documents must

contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

11. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Bid documents must contain sufficient information to be evaluated without reference to any confidential or proprietary information. Bidder(s) shall not include any information in their bid document that they would not want to be released to the public. Any bid document submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to Bidder and may not be considered for award.

12. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to NRS 332.165, replaced by NRS 332.820 in 2003, any evidence of agreement or collusion among Bidder(s) and prospective Bidder(s) acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, shall render the bids of such Bidder(s) void.

Advance disclosures of any information to any particular Bidder which gives that particular Bidder any advantage over any other interested Bidder(s), in advance of the bid opening, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, shall operate to void all bid documents received in response to that particular bid project.

13. CONSUMPTION ESTIMATES

The quantities appearing in the Bid Form are approximate only and are prepared for the solicitation of bids. Payment to the successful Bidder will be made only for the actual quantities of items furnished in accordance with the bid and it is understood that the scheduled quantities of items to be furnished may be increased, decreased or omitted without, in any way, invalidating bid prices.

14. CONTRACT AMENDMENTS

Notwithstanding any provision herein to the contrary, and pursuant to NRS 104.2306, and recognizing the constraints inherent in public bidding, UMC reserves the right to request modification at any time to the scope, frequency, estimated quantities or the timing of the successful Bidder's obligations under this contract, in whatever manner UMC determines, in good faith, to be reasonably necessary and to be in the best interests of the public. Both parties agree that, should any modifications to the contract be made during the contract term, a written amendment detailing those elements shall be executed by the successful bidder and UMC.

15. DRUG-FREE WORKPLACE

Successful Bidder agrees to comply with all applicable state and federal laws regarding a drug-free workplace. Successful Bidder shall make a good faith effort to ensure that all of its employees, while working on UMC property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

16. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

17. FALSE CLAIMS ACT

A. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent

information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.

- B. UMC is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, UMC has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. Successful Bidder is expected to immediately report to UMC's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, or the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, UMC vendor, or UMC employee which successful Bidder believes, in good faith, violates an ethical, professional or legal standard. UMC shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. UMC is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

18. BUDGET ACT AND FISCAL FUND OUT

In accordance with the Nevada Revised Statutes (NRS 354.626), the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by UMC for the then current fiscal year under the Local Government Budget Act. This Agreement shall terminate and UMC's obligations under it shall be extinguished at the end of any of UMC's fiscal years in which UMC's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. UMC agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve UMC of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.

19. GOVERNING LAW/VENUE OF ACTION [GOODS, SERVICES]

Contract shall be construed and enforced in accordance with the laws of the State of Nevada. Any action at law or other judicial proceeding for the enforcement of any provision shall be instituted in the County of Clark, State of Nevada.

20. INDEMNITY

The successful Bidder agrees, by entering into this contract, regardless of the coverage provided by any insurance policy, to pay all costs necessary to indemnify, defend, and hold UMC harmless from any and all claims, demands, actions, attorney's fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of the successful Bidder or its principals, employees, subcontractors or other agents while performing services under this contract. The successful Bidder shall indemnify, defend, and hold harmless UMC for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

21. INVOICING

Invoicing for bid items are to be sent to the location as identified in the purchase order(s). Invoices are to be sent within 90 calendar days of the delivery of the product or completion of the work. Invoices for payment not submitted within this time period will not be considered for payment. Payment of invoices will be made within 90 calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative. In accordance with NRS 244.250, UMC shall not provide payment of any invoice if successful Bidder submits after six (6) months from the date of successful Bidder provides goods, performs services, or provides deliverables or milestones.

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. UMC Purchase Order Number

- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

The successful Bidder is responsible to insure that all invoices submitted for payment are in strict accordance with the price(s) offered on the Bid Form. If overcharges are found, UMC may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

22. INVOICE AUDITS

The successful Bidder shall provide to UMC, within ten (10) calendar days of the UMC's request, a report to validate that the price(s) charged are in accordance with the price(s) offered on the successful Bidder's Bid Form. The format of the report will depend on the pricing structure provided on the Bid Form. The report shall be subject to review and approval by UMC's using department(s) and Internal Audit Department. Discrepancies found in the report will require the successful Bidder to update the report no later than five (5) calendar days after notification by UMC. In the event that the successful Bidder undercharged UMC, UMC shall reimburse the successful Bidder within 14 calendar days. In the event that the successful Bidder overcharged UMC, the successful Bidder shall reimburse UMC within 14 calendar days. If overcharges are found, UMC may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible if responding to future invitations to bid.

23. PARTIAL PAYMENTS

Partial payment requested will be accepted only at the sole discretion of UMC.

24. PURCHASE ORDERS

UMC will issue a purchase order(s) which will authorize the successful Bidder to deliver and invoice for the product(s) and/or service(s) offered.

25. ADDITIONAL REQUIREMENTS

Although particular UMC departments may be identified in the solicitation, unless otherwise documented in contract, other UMC departments may utilize the resulting contract upon approval by UMC Contracts Management Department. Each UMC Department will issue a separate identifying Purchase Order.

26. NON-DISCRIMINATION

The GB is committed to promoting full and equal business opportunity for all persons doing business in Clark County. The successful Bidder acknowledges that UMC has an obligation to ensure that public funds are not used to subsidize private discrimination. The successful Bidder recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, UMC may declare the successful Bidder in breach of the contract, terminate the contract, and designate the successful Bidder as non-responsible.

27. NON-ENDORSEMENT

As a result of the selection of successful Bidder to supply goods or services, UMC is neither endorsing nor suggesting that successful Bidder's service is the best or only solution. Successful Bidder agrees to make no reference to UMC in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of UMC.

28. NON-EXCLUDED HEALTHCARE PROVIDER

Successful Bidder represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Successful Bidder

represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such successful Bidder or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

29. OUT OF STATE SUPPLIERS

Out of state suppliers shall accept collect calls or provide a toll free telephone number for the placement of orders.

30. PATENT INDEMNITY

A. Successful Bidder hereby indemnifies and shall defend and hold harmless UMC, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by UMC, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under contract by successful Bidder, or out of the processes or actions employed by, or on behalf of successful Bidder in connection with the performance of contract. Successful Bidder shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by UMC; provided that UMC or its designee shall have notified successful Bidder upon becoming aware of such claims or actions, and provided further that successful Bidder's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by UMC.

B. Successful Bidder shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of contract.

31. RIGHT OF INSPECTION AND REJECTION

All goods and services purchased under this bid will be subject to inspections, tests and approval/acceptance by UMC. It is acknowledged that many of the goods contained in closed packages may not be inspected until such time as they are used, and that the inspections and rejection rights will continue until those packages are opened and inspected, notwithstanding prior payment. If specifications or warranties are not met, material and equipment will be returned at successful Bidder's expense. Nonconforming goods may be returned to successful Bidder's freight collect at which time risk of loss will pass to successful Bidder upon UMC'S delivery to common carrier or retrieved by successful Bidder at which time risk of loss will pass to successful Bidder at time of retrieval.

32. SEVERABILITY

If any terms or provisions of contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of contract shall remain in full force and effect.

33. SUSPENSION BY UMC FOR CONVENIENCE

A. UMC may, without cause, order successful Bidder in writing to suspend, delay or interrupt the work in whole or in part for such period of time as UMC may determine.

B. In the event UMC suspends performance of successful Bidder for an aggregate period in excess of sixty (60) calendar days, successful Bidder shall be entitled to an equitable adjustment of the compensation payable to successful Bidder under this Bid to reimburse successful Bidder for additional costs occasioned as a result of such suspension of performance by UMC. Equitable adjustment shall be based on appropriated funds and approval by UMC.

C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which successful Bidder is responsible.

34. TERMINATION FOR CAUSE

If the successful Bidder fails to perform in accordance with the agreed terms, conditions, or warranties applicable to this contract, UMC may **immediately** terminate all or part of the contract upon written notice of intent to terminate without any liability by UMC to the successful Bidder. In the event of termination for cause, UMC may cancel any delivery or service and purchase the product or service elsewhere on such terms or in such manner as UMC may deem appropriate; and successful Bidder shall be liable to UMC for any excess cost or other expenses incurred by UMC.

35. TERMINATION FOR CONVENIENCE

UMC reserves the right to terminate the contract in whole or part at any time whenever UMC shall determine that such a termination is in the best interest of UMC without penalty or recourse upon 30 calendar days written notice of intent to terminate. In the event that UMC elects to terminate the contract, the termination request will be submitted to the GB or UMC Administration for approval.

36. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to UMC until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

37. USE BY OTHER GOVERNMENT ENTITIES

Nevada Revised Statutes 332.195 allows local governments to join or use the contacts of other local governments or the State of Nevada, with the authorization of contracting vendor.

38. WARRANTY

Successful Bidder warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. Successful Bidder shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by UMC, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty.

39. SAMPLES

UMC may request, at no cost to UMC, that the apparent low Bidder provide a sample of the products offered. Any product found not meeting the minimum requirements of these specifications will not be considered for award of this bid. UMC will make the final determination as to acceptability of all products and quality of service.

40. VENDOR'S STOCK

The successful Bidder shall agree to maintain access to sufficient stock of any item awarded in this bid. The lead time(s) for such stock shall not exceed the time period(s) as specified in this bid.

41. TERMS OF PAYMENT

Terms of payment shall be **Net 30 Calendar Days from receipt of invoice.**

III – ADDITIONAL SCOPE OF SERVICE
BID NO. 2014-03
Workers Comp and Out of State Medicaid Accounts Receivable Services

Workers Compensation Billing Services which include placement of all Workers' Compensation accounts upon discharge and coding. Professionals versed in the complexity and regulations governing workers compensation are required to ensure UMC is in compliance and reimbursed properly for these services. Provide both onsite and offsite personnel to manage the workers' compensation account management to include submission and tracking of regulatory forms. Return accounts to hospital for billing of medical insurance should workers' compensation coverage be denied or found to be inappropriate.

Out-of-State Medicaid Billing Services which include placement of all Non-Nevada Medicare accounts upon discharge and coding. The provider will seek to obtain reimbursement for the Hospital's non-Nevada Medicaid charges through provider enrollment, billing, follow up and collection activities related to such accounts. Staff and manage an off-site billing center to handle provider enrollment, billing, tracking, follow-up, collection efforts and activities related to the accounts which must include offsite supervision and management. Professionals versed in the various Medicaid programs throughout the USA are required to ensure UMC is in compliance and reimbursed properly for these services.

Service Expectations:

Legal professional versed in workers' compensation law and familiar with multiple jurisdictional legal requirements must be part of the management team.

Direct all payments on accounts to the hospital. Any payments that are received will be forwarded to the hospital within 2 business days

Payments received within fifteen (15) days will be perceived to be as a result of UMC's efforts and no fee will be paid.

Maintain a staff of 3 onsite representatives at all times to handle the processing of required forms, access to PHI and act as a liaison between the company and the hospital.

Provide monthly reports to include the status of the accounts placed and reconcile between the hospital's and company's IT systems.

Engage in required Third Party billing agreements for the billing services related to Out-of-State Medicaid payers and intermediaries regarding electronic claims submission, eligibility verification, data entry emulations and other required services.

Accept and send electronic data files for the placements and return of accounts daily via an FTP site.

Must be able to send and receive emails via Current TLS encryption to insure strict adherence to patient privacy laws.

Return accounts to the hospital upon request according to an agreed upon process

To ensure HIPAA compliance, the hospital accounts are to be maintained separately from any other client accounts handled by the provider.

Accounts forwarded for legal action on behalf of the hospital must be processed separately from other client accounts.

Assigned accounts will not be outsourced or offshored to a foreign country

Provide training of all representatives associated with the hospitals accounts to include all applicable laws, policies and regulations governing billing, collections and privacy of medical information.

Provide required employment documentation for all persons that will be accessing the hospitals systems and prior attending non-employee orientation or vendor orientation as appropriate

IV – BID FORM
BID NO. 2014-03
Workers Comp and Out of State Medicaid Accounts Receivable Services

Name of Firm	
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This bid is submitted in response to UMC's Invitation to Bid and is in accordance with all conditions and specifications in this document.

Workers Compensation

UMC shall pay Bidder ____% of all recoveries from assigned accounts 181 days or less of placement.

UMC shall pay Bidder ____% of all recoveries from assigned accounts greater than 181 days of placement.

Out-of-State Medicaid Accounts

UMC shall pay Bidder ____% of all recoveries from assigned accounts 181 days or less of placement.

UMC shall pay Bidder ____% of all recoveries from assigned accounts greater than 181 days of placement.

<p>BUSINESS DESIGNATION GROUP: Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.</p> <p><input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> PBE <input type="checkbox"/> SBE <input type="checkbox"/> NBE</p>
--

ATTACHMENTS TO BID FORM

FAILURE TO SUBMIT REQUIRED ATTACHMENTS AS LISTED BELOW MAY RESULT IN REJECTION OF BID.

- Attachment 1**, Certificate of Insurance, is attached.
- Attachment 2**, Affidavit, is attached.
- Attachment 3**, Disclosure of Ownership/Principals Form, is attached.
- Attachment 4**, Disclosure of Relationship Form, is attached.
- Attachment 5**, Subcontractor Information, is attached.
- Attachment 6**, I-179 Policy, is attached.
- Attachment 7**, Business Associate Agreement, is attached.
- Exhibit A**, Additional Data, is attached.

The Bidder is responsible to ascertain the number of Addenda issued and hereby acknowledges receipt of the following Addendum: FAILURE TO ACKNOWLEDGE ALL ADDENDA ISSUED AND USE THE CORRECT BID FORM AS REQUIRED, MAY RESULT IN REJECTION OF BID.

Addendum No. _____, dated _____ Addendum No. _____, dated _____
Addendum No. _____, dated _____ Addendum No. _____, dated _____
Addendum No. _____, dated _____ Addendum No. _____, dated _____

DEVIATIONS TO BID

The Bidder will list, on a separate sheet of paper, any deviations to the conditions of this bid. This sheet will be labeled, "Deviations to Bid Conditions" and will be attached to the Bid Form. If no exceptions are stated, it will be understood that all terms and conditions will be complied with. ANY DEVIATIONS MAY BE CONSIDERED SUBSTANTIAL AND BE CAUSE FOR REJECTION.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Clark County, Nevada.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

NAME AND TITLE OF AUTHORIZED REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF AUTHORIZED REPRESENTATIVE

CITY, STATE, ZIP

EMAIL ADDRESS

DATE

BUSINESS LICENSE INFORMATION

CURRENT STATE: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT COUNTY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT CITY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

ATTACHMENT 1

CERTIFICATE OF INSURANCE						ISSUED DAY (MM/DD/YY)
1. PRODUCER		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				
INSURANCE BROKER'S NAME ADDRESS PHONE & FAX NUMBERS		COMPANIES AFFORDING COVERAGE				
2. INSURED		COMPANY LETTER A				
INSURED'S NAME ADDRESS PHONE & FAX NUMBERS		COMPANY LETTER B				
		COMPANY LETTER C				
		COMPANY LETTER D				
		COMPANY LETTER E				
COVERAGES						
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
3.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$(D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$(E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$(F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$(G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$(H) 50,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$(I) 5,000
	4.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT
<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE	\$
<input type="checkbox"/> HIRED AUTOS					EACH OCCURRENCE	\$
<input type="checkbox"/> NON-OWNED AUTOS					AGGREGATE	\$
5.	EXCESS LIABILITY				<input type="checkbox"/> STATUTORY LIMITS	
	<input type="checkbox"/> UMBRELLA FORM				EACH ACCIDENT	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				DISEASEcPOLICY LIMIT	\$
5.	WORKER'S COMPENSATION				DISEASEcEACH EMPLOYEE	\$
	6.	PROFESSIONAL LIABILITY			AGGREGATE \$	
6. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT						
7. CERTIFICATE HOLDER		CANCELLATION				
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 WEST CHARLESTON BOULEVARD LAS VEGAS, NV 89102 The Certificate Holder is named as an additional insured.		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,				
		8. APPOINTED AGENT SIGNATURE INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____				

CUSTOMER'S INSURANCE REQUIREMENTS

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

Format/Time: The successful Bidder shall provide UMC with Certificates of Insurance, per the sample format (page 2-1), for coverages as listed below, and endorsements affecting coverage required by this bid within **10 calendar days** after the award by UMC. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the certificate of insurance, and shall be maintained for the duration of the contract and any renewal periods.

Best Key Rating: UMC requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

Owner Coverage: UMC, its officers and employees must be expressly covered as additional insured except on workers' compensation insurance coverages. The Provider's insurance shall be primary as respects to UMC, its officers and employees.

Endorsement/Cancellation: The Provider's general liability insurance policy shall be endorsed to recognize specifically the Provider's contractual obligation of additional insured to UMC. All policies must note that UMC will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.

Deductibles: All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.

Aggregate Limits: If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.

Commercial General Liability: Subject to Paragraph 6 of this Exhibit, the Provider shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the Provider shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by Provider and any auto used for the performance of services under this Contract.

Workers' Compensation: The Provider shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Provider that is a Sole Proprietor shall be required to submit an affidavit (**Attachment 2**) indicating that the Provider has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: If the Provider fails to maintain any of the insurance coverages required herein, UMC may withhold payment, order the Provider to stop the work, declare the Provider in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. UMC may collect any replacement insurance costs or premium payments made from the Provider or deduct the amount paid from any sums due the Provider under this Contract.

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

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

Cost: The Provider shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

Insurance Submittal Address: All Insurance Certificates requested shall be sent to the University Medical Center of Southern Nevada, Attention: Contracts Management. See the Submittal Requirements clause in the General Provisions section for the appropriate mailing address.

Insurance Form Instructions: The following information must be filled in by the Provider's Insurance Company representative:

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

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

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.
- 9) Appointed Agent Signature to include license number and issuing state.

ATTACHMENT 2

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)
duly sworn, depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as Bid No. 2014-03, entitled Workers Comp and Out of State Medicaid Accounts Receivable Services;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____,

by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

ATTACHMENT 3

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.

Women Owned Business Enterprise (WBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.

Physically-Challenged Business Enterprise (PBE):

An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies. In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/>	<input type="checkbox"/>	
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise			
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

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

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

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

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

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

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

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

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

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

Signature	Print Name
Title	Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

* County employee means Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District.

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

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

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

For County Use Only:

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

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

Yes No Is the County employee(s) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

ATTACHMENT 4

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Suppliers)

Purpose of the Form

The purpose of the Disclosure of Relationship Form is to gather information pertaining to the business entity for use by the Board of Hospital Trustees and Hospital Administration in determining whether a conflict of interest exists prior to awarding a contract.

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

Definition

An actual or potential conflict of interest is present when an actual or potential conflict exists between an individual's duty to act in the best interests of UMC and the patients we serve and his or her desire to act in a way that will benefit only him or herself or another third party. Although it is impossible to list every circumstance giving rise to a conflict of interest, the following will serve as a guide to the types of activities that might cause conflict of interest and to which this policy applies.

Key Definitions

“Material financial interest” means

- An employment, consulting, royalty, licensing, equipment or space lease, services arrangement or other financial relationship
- An ownership interest
- An interest that contributes more than 5% to a member's annual income or the annual income of a family member
- A position as a director, trustee, managing partner, officer or key employee, whether paid or unpaid

“Family member” means a spouse or domestic partner, children and their spouses, grandchildren and their spouses, parents and their spouses, grandparents and their spouses, brothers and sisters and their spouses, nieces and nephews and their spouses, parents-in-law and their spouses. Children include natural and adopted children. Spouses include domestic partners.

“Personal interests” mean those interests that arise out of a member's personal activities or the activities of a family member.

**DISCLOSURE OF RELATIONSHIP
(Suppliers)**

Corporate/Business Entity Name:	
(Include d.b.a., if applicable)	
Street Address:	
City, State and Zip Code:	
Telephone No:	
Point of Contact Name:	
Email:	

1. **COMPENSATION ARRANGEMENTS** - Does a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with the company?

Yes No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Describe the Compensation Arrangement	Dollar Value of Compensation
1.			
2.			
3.			

(Use additional sheets as necessary)

2. **BUSINESS POSITIONS** - Is a UMC employee or physician who is a member of UMC's medical staff (or does a family member of either group) an officer, director, trustee, managing partner, officer or key employee of the company?

Yes No (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Business Position or Title	Dollar Value of Compensation (include meeting stipends and travel reimbursement)
1.			
2.			
3.			

(Use additional sheets as necessary)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate.

Signature

Print Name

Title

Date

For UMC Use Only:

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

Yes No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in the contracting/selection process?

Yes No Is the UMC employee or physician who is a member of UMC's medical staff (or a family member of either group) noted above involved in anyway with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative

ATTACHMENT 5

SUBCONTRACTOR INFORMATION

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

- 1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

- 2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

- 3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

- 4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

- 5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

- 6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

- 7. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: MBE WBE PBE SBE NBE

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

ATTACHMENT 6
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Vendor: Roles, Responsibilities and Credentialing		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 7/09	REVISED: 03/11, 01/2012	
POLICY #: I-179		
AFFECTS: Organizational Wide		

PURPOSE:

To Provide guidance for the selection, credentialing, and performance of UMC Vendors, Vendor Representatives, clinical and non-clinical service providers, and to establish a protocol for onsite visitation.

POLICY:

All Vendors will render services and/or conduct their business in such a manner as to not interfere with UMC's normal operations and comply with institutional and federal requirements regarding safety and the confidentiality of information. Vendor will adhere to all applicable UMC policies and procedures, and will abide by federal and state laws, regulations, and standards of practice. Information to specific UMC Department policies, procedures, and regulatory agency responsibilities can be found in the Attachments associated with this policy.

Vendors visiting multiple departments within UMC will be registered at their maximum competency level as determined by UMC. Competency levels are outlined and Vendor Access Level Definitions are found in Attachment A, to this policy. It is the responsibility of the credentialed Vendor and requesting Department to monitor and assure that the Vendor is compliant with these guidelines as written.

Unless specifically exempted by their access level and/or Department Manager, Vendors must be accompanied by a UMC employee or UMC-credentialed medical staff member while in patient care areas and are required to register with approved and authorized 3rd party Vendor management service-provider.

SCOPE:

This policy is applicable to all Vendors seeking access to any UMC facility for any purpose. This policy directly applies to Vendors that provide and are directly involved in providing services to UMC and/or interacting with UMC's patients.

PRIOR TO FIRST VISIT:

Prior to coming to UMC for business purposes, Vendor must:

1. Register with the approved and authorized 3rd Party Vendor Management service providing evidence of competency for their desired/required level of access; and
2. Complete any required orientation, testing, and/or paperwork for Department Specific Requirements (Attachment B).

REGISTRATION:

Vendors will be classified into 1 to 22 categories based on the Vendor's access to patient areas, clinical/non-clinical services being provided, supplies, products and/or product offerings. There are certification requirements specific to each category. Regardless of a Vendor's ultimate classification, all Vendors must acknowledge and abide by the following principles to conduct business with or at UMC.

- i. Conflict of Interest. Vendors must provide a full disclosure about any conflicts or interests that exist.
- ii. Corporate Compliance. Vendor acknowledges and abides by UMC's Corporate Compliance Program, agrees to disseminate information about the Corporate Compliance Program to its employees, and require that its employees abide by the same.
- iii. HIPAA. The discussion, release, or use of any patient-related information or other personally identifiable confidential information that is viewed or overheard must only be used in compliance with patient privacy laws.
- iv. Confidential business or Other Proprietary Information. Any information generated in connection with UMC's health operations must not be accessed, downloaded, discussed, used, or disclosed for any purpose other than to conduct business with, or in furtherance of Vendor's business purposes at UMC.
- v. Conduct & Interactions with UMC Staff. Vendors understand and agree that:
 - a. Conversations with staff in patient care areas should be professional and case-related only.
 - b. Patient education materials must be evaluated by UMC's Director, Nursing Practice, Clinical Education & Research and/or Human Resources prior to their use.
 - c. Guidelines for providing gifts, meals, and education to UMC's staff must be followed.
 - d. Procedure rooms may be entered only at the request of, and as directed by, the physician(s). While in the procedure room, Vendors may not touch any equipment, carts, or sterile equipment. And, Vendors must follow the instructions of the Circulating Nurse at all times.

CREDENTIALING/COMPETENCY:

All Vendors must register and maintain a current file with UMC's approved 3rd Party Vendor Credentialing Agency. This information to be provided will be based on Access Level Definitions/Required Vendor Documentation included herein as Attachment A. UMC contemplates that the approved 3rd Party Vendor Credentialing Agency will be used by those Vendors who demonstrate a routine or pattern to their conduct of business at UMC. Those Vendors who conduct business at UMC as needed, sporadically or in response to technical/equipment service matters can register with the approved 3rd Party Vendor Credentialing Agency as a "Base Account".

Information relating to credentialing and authorized Vendors is available via the approved 3rd Party Vendor Credentialing Agencies web site. Online access will be made available to all Patient Service Leaders and their designees upon request to Materials Management.

POST REGISTRATION ACCESS:

Upon entering UMC's campus, Vendors must go directly to the approved 3rd Party Credentialing Kiosk (anyone of three) to obtain their badge on a daily basis. Under no circumstances is a Vendor to enter UMC's campus and go directly to a patient care, ancillary, or administrative department, without appropriate badge access, or the following approval:

- a. Pharmaceutical Representatives: Department of Pharmacy
 - b. Engineering / Facilities Representative: Department of Plant Management/Operations
 - c. Surgical Services Representative: Department of Surgical Services
 - d. Clinical Engineering Representatives: Department of Clinical Engineering
 - e. Case Management
 - f. Social Services
 - g. Radiology
 - h. Ambulatory Care Services
 - i. Information Technologies
 - j. All other Representatives: Department of Materials Management
1. Unless otherwise expressly permitted by the affected Department Manager, it is strongly recommended and encouraged that Vendors are seen by appointment only.
 2. Temporary badges are not issued at this time.

EDUCATIONAL PROGRAMS:

1. Sponsoring education: Vendors shall not sponsor educational programs without approval of the CME office or Organizational Development
2. Program attendance: Vendors shall not attend programs intended specifically for medical students, house staff, faculty or staff without prior approval.
3. Vendors shall not attend programs in which specific patients are identified or when QA or Risk Management issues are discussed.

INFORMED CONSENT:

The patient must be notified of the presence and purpose of the Vendor representative in the procedural area and/or patient care area and must give written informed consent to the Vendors continued presence and/or interaction. The patient's consent regarding the Vendor must be included in the permanent medical record.

CROSS REFERENCES:

Administrative Policies:

- Temporary Staffing / Third-party Equipment (I-66)
- Patient/Visitor/employee Parking (III-3)
- Ethical Standards (Article XV)
- Conflicts of Interest (I-1.2.C)
- Government Inquiries and Investigations (VI-3)
- Loaned/Consigned Instrument Trays (SPD 107)
- Medical Device Tracking; Guidance for Industry and FDA Staff (January 25, 2010)

Attachments:

- Attachment A: Vendor Access Level Definitions & Required Documentation
- Attachment B: Departmental Specific Requirements

ATTACHMENT A
I-179 Vendor: Roles, Responsibilities, and Credentialing

VENDOR ACCESS LEVEL DEFINITIONS
REQUIRED VENDOR DOCUMENTATION

1. Sales Representatives with access to OR

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

2. Vendor Rep with access to Invasive Labs

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**

- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)
- 3.
- 4. Vendor Representative with access to Patient Care Areas/Patient Care Labs**
- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
 - b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
 - c. Certification & Training Credentials Required
 - i. Evidence of Employer Product/Service Competency
 - ii. UMC Confidentiality Statement
 - iii. UMC HIPAA Training
 - iv. UMC Aseptic Techniques Training
 - v. UMC Bloodborne Pathogens Training (NEO)
 - vi. UMC Fire Safety (NEO)
 - vii. UMC Electrical Safety (NEO)
 - viii. UMC **Non-Employee Orientation**
 - d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)
- 5. Vendor Representative with access to Administration Offices / Purchasing / Information Technologies**
- a. RepTrax Base Account
- 6. Vendor Representative with access to Laboratories**
- a. RepTrax Base Account
- 7. Service Tech/Manage with access to Lab Admin Offices**
- a. RepTrax Base Account
- 8. Service Tech/Manager with access to Admin Office/Purchasing**
- a. RepTrax Base Account
- 9. Delivery Person with access to Hospital**
- a. RepTrax Base Account
- 10. Tissue/Bone Representative with access to OR/Invasive Labs**
- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine (Declination Available)
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)

- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. American Association of Tissue Banks Certification
 - ii. Tissue/Bone Rep FDA Registration/Approval
 - iii. Evidence of Employer Product/Service Competency
 - iv. UMC Confidentiality Statement
 - v. UMC HIPAA Training
 - vi. UMC Aseptic Techniques Training
 - vii. UMC Bloodborne Pathogens Training (NEO)
 - viii. UMC Fire Safety (NEO)
 - ix. UMC Electrical Safety (NEO)
 - x. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

11. Pharmaceutical Rep/Manager with access to Hospital (Meeting Generator Required)

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine (Declination Available)
 - iv. MMR – Measles, Mumps and Rubella
 - v. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. Evidence of Employer Product/Service Competency
 - ii. UMC Confidentiality Statement
 - iii. UMC HIPAA Training
 - iv. UMC Aseptic Techniques Training
 - v. UMC Bloodborne Pathogens Training (NEO)
 - vi. UMC Fire Safety (NEO)
 - vii. UMC Electrical Safety (NEO)
 - viii. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

12. Distributor Rep with access to OR/Invasive Labs/Patient Care Areas

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine (Declination Available)
 - iv. MMR – Measles, Mumps and Rubella
 - v. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials
 - i. Proof of Employer General Liability Coverage

- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

Facilities Management with access to Hospital (May require additional training based on project scope)

- e. RepTrax Base Account

13. Service Technician/Manager with access to OR

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine (Declination Available)
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System (EPLS) Check
 - iii. Office of Inspector General (OIG) Check
 - iv. Proof of Drug Screen (10 Panel)

14. Service Tech/Manager with access to Invasive Labs

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required

- i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

15. Service Tech/Manager with access to Patient Care Areas/Pateint Care Labs

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

16. Service Technician with access to General Hospital Grounds

- a. RepTrax Base Account

17. Delivery Person with access to General Hospital Grounds

- a. RepTrax Base Account

18. Facility Management with access to General Hospital Grounds

- a. RepTrax Base Account

19. Clinical Contract Provider with access to OR/Patient Care Areas

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine (Declination Available)
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
Proof of Drug Screen (10 Panel)

20. Durable Medical Equipment Provider with access to Patient Care Areas

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

21. Post Acute Care Provider with access to Patient Care Areas

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. Seasonal Flu Vaccine
 - iv. MMR – Measles, Mumps and Rubella
 - v. Tdap – Tetanus/Diphtheria/Pertussis
 - vi. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. O.R. Protocol Training
 - ii. Evidence of Employer Product/Service Competency
 - iii. UMC Confidentiality Statement
 - iv. UMC HIPAA Training
 - v. UMC Aseptic Techniques Training
 - vi. UMC Bloodborne Pathogens Training (NEO)
 - vii. UMC Fire Safety (NEO)
 - viii. UMC Electrical Safety (NEO)
 - ix. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

22. Sales Representative with access to Patient Care Areas

- a. Vaccination & Medical Credentials Required
 - i. Chicken Pox
 - ii. Hepatitis B (Declination Available)
 - iii. MMR – Measles, Mumps and Rubella
 - iv. Tdap – Tetanus/Diphtheria/Pertussis
 - v. TB – Tuberculosis (2-Step Process)
- b. Insurance & Legal Credentials Required
 - i. Proof of Employer General Liability Coverage
- c. Certification & Training Credentials Required
 - i. Evidence of Employer Product/Service Competency
 - ii. UMC Confidentiality Statement
 - iii. UMC HIPAA Training
 - iv. UMC Aseptic Techniques Training
 - v. UMC Bloodborne Pathogens Training (NEO)
 - vi. UMC Fire Safety (NEO)
 - vii. UMC Electrical Safety (NEO)
 - viii. UMC **Non-Employee Orientation**
- d. Background Check Credentials Required
 - i. Criminal Background Check
 - ii. Excluded Parties List System Check (EPLS)
 - iii. Office of Inspector General Check (OIG)
 - iv. Proof of Drug Screen (10 Panel)

ATTACHMENT B

I-179 Vendor: Roles, Responsibilities and Credentialing

DEPARTMENTAL SPECIFIC REQUIREMENTS

SURGICAL SERVICES

Criteria for Implants, Devices or Procedures

PURPOSE:

To ensure that hospital departments and Vendors are aware of UMC procedures when entering the facility with products specific to an individual patient or at the request of a member of the medical staff.

POLICY:

1. The Vendor or Vendor's office is to contact the UMC Surgery department as soon as possible, but at least three (3) working days prior to any scheduled surgical case or procedure involving a patient. Should the Vendor be required in the room, have product that is not routine for UMC use during the case or procedure, the Vendor / Physicians scheduler is to notify the UMC scheduler at this time. Hospital department (OR Scheduling) will complete the Implant, Device or Procedure form and send to Managed Care office.
2. Managed Care Staff will review the Vendor's request in order to evaluate UMC's capability to both provide the service and ensure appropriate payment sources. Managed Care will contact the Surgical Scheduling Department prior to the procedure with payment information and consent to treat. Should the case be postponed, the Surgical Scheduling department will notify the physician's office that is scheduling the case; the Vendor will be notified by the Surgical Departments Materials department.
3. Once approved, all loaned instruments/sets or implants, must be received by Sterile Processing at least 8 hours prior to the start time of the scheduled surgery. Emergent deliveries will be handled on a case-by-case basis through Sterile Processing and the OR Charge Nurse. On arrival all loaned instruments/sets will be considered contaminated whether received wrapped and sterilized from another facility or delivered unwrapped, and must undergo cleaning and sterilization on campus at UMC. Prior to arrival it is the responsibility of the manufacturer's representative to inspect instruments for damage and insure they are free of all visible bioburden.
4. The Vendor will complete necessary implant documentation furnished by UMC (Universal Packing List) at the conclusion of the case for products that were brought directly to the procedural area by the Vendor and are expecting to be reimbursed for by UMC. This will include the following but not limited to (available by sticker or hand written). These requirements are necessary and required by the FDA:
 1. Lot numbers for implanted items
 2. Model numbers for implanted items
 3. Serial numbers for implanted items
 4. Expiration dates for implanted items that are manufacturer sterilized
5. Vendor leave an invoice/shipping document referencing the case (not leaving requested paperwork will delay processing / payment). Processing of paperwork and approvals, prior to issuance of a Purchase Order from Materials Management is usually a three to four (3-4) day turnaround. UMC Department Materials Management team will handle product that has been ordered in advance or is part of UMC inventory for patient charging and replenishment.
6. In the event that UMC identifies any billing or procedural irregularities with Vendors documentation and or product, it is the discretion of UMC to suspend vendor from any of the UMC campuses/facilities. Upon investigation, if it is found that the billing or procedural irregularities warrant further action, vendor may be permanently barred from selling said products to UMC and its affiliates.

Please Note:

All surgical implants, devices and procedures must have prior approval for use in any Procedural Department within the facility. Infractions of this can result in non-payment, suspension of Vendor credentials without re-appointment, and product suspension for use at UMC.

Access: **After normal business hours or in emergency situations**, utilization of UMC's 3rd Party Credentialing "Kiosk" is required. System will issue an access badge if Vendor is approved for access (when access is denied, see below). Approved and completed credentialing will be the responsibility of the Vendor. Vendor is to maintain approved credentialing for access. A Vendor identification Badge will be issued and will be worn at all times within the UMC facility. A new badge will be required for each visit to UMC.

Upon arrival during normal visiting hours, all Vendors will utilize check in "Kiosk" for 3rd Party Vendor Access for verification and valid credentialing. System will issue an access badge if Vendor is approved for access (when access is denied, see below). Approved and completed credentialing will be the responsibility of the Vendor. Vendor is to maintain approved credentialing for access.

In both instances; when access is denied by 3rd Party System, Security, and Administrator on Duty along with departmental Charge Nurse(s) will validate the appropriateness for Vendor access. A temporary badge will be issued by Security for access. Security will document in Vendors portfolio the conditions of the access for further action by System Administrator.

New Technology Approval

New technology inclusive of implants, devices or procedures must go before the Value Analysis Committee (VAC) of UMC. The VAC will prioritize and move request to the appropriate committee within the UMC network:

- Anesthesia Committee
- Surgical Services Value Analysis Team
- Nursing Value Analysis Team
- Operations Value Analysis Team
- Medication Safety Evaluation Committee and Therapeutic Committee
- Other Committees involvement as pertinent to product and it's utilization

Vendor is responsible to utilize the **Supply Chain / Value Analysis** documentation that can be obtained via the Materials Management Department, VAT Coordinator, for product review submission.

No new technology or products associated with a procedure may be used without the approval of the VAT; the VAT must approve any routine medical or surgical products for use. Pending the appropriate committee approval, the VAT can allow case-by-case approval for product utilization. Documentation can be obtained for "Fast Track" through the Materials Management Department at UMC.

It is the responsibility of the entire UMC organization to support these procedures house-wide. **Criteria for Equipment Trial and Evaluation**

Attachment 1 Appropriate Training

1. Appropriate training must be provided to personnel in the area where the evaluation takes place. The new technology form must be completed and signed, and approved by VAC. Contact with Clinical Education will be necessary for access to appropriate staffs for training.
2. An approved and credentialed Vendor must do scheduling and conduct in-service training. This can be accomplished by accessing utilizing UMC's 3rd Party Vendor Credentialing Service.
3. Supplies and equipment are never left for evaluation or sample purposes without specific permission of the Value Analysis Facilitator and Cost Center Department Director/Manager. Before any piece of patient related or laboratory equipment is purchased, leased, loaned or accepted as a donation, it must be evaluated by UMC's Clinical Engineering Department and written permission must be granted by the Hospital Administration

for final approval. A no charge purchase order will be issued once all criteria have been met. As per Hospital safety requirements, no equipment is to be used without safety inspection and evidence of preventative maintenance.

Surgical Services / Procedural Areas:

1. All Vendors must see "Front Desk" (Surgical Services), "Control Desk" (Cath Lab & Special Procedures), "Main Reception" (Labor and Delivery) to sign Vendor Log once signed in with Kiosk and 3rd Party Vendor Credentialing System approval
2. Vendors must change into hospital provided scrub uniforms before entering ANY Procedural Area. Those Vendors that insist to not conform will be escorted out of the area and the facility pending review for future access.
 - a. This is to include but not limited to:
 - i. Facility-issued scrub shirt
 - ii. Facility-issued scrub pant
 - iii. Disposable head covering (not to be worn outside of the surgical/procedural area)
 - iv. Mask, when and where required (not to be worn outside of the surgical/procedural area)
 - v. Shoe coverings (not to be worn outside of the surgical/procedural area)
3. Vendors do not "scrub-in" and do not participate directly in any procedure or procedural preparation of the patient, including providing assistance when asked to by a surgeon, anesthesiologist, physician or any clinical staff.
4. Vendors may not open sterile products, instruments, instrument sets, or adjust equipment including providing assistance when asked to by a surgeon, anesthesiologist, physicians, or any clinical staff.
5. Vendors will not retrieve products other than those that they have brought with them for a specified procedure.
6. Vendors will remain outside of the surgical/procedural suite until the patient is prepped and draped for the procedure. It is the nurse/technician's responsibility to call for the vendor at the appropriate time.
7. Upon completion of the procedure, Vendor shall discard the used scrub uniform, and any other Personal Protective Equipment appropriately and safely

RADIOLOGICAL SERVICES

1. Vendors are responsible to train their staff in radiation safety and supply dosimetry badges to their employees in the event that they enter any area such that the dose limits outlined in the NRS and NAC regulations could be met.
2. Protective equipment must be worn at all times as indicated in Radiological safety precautions Policy and Procedures
 - a. UMC will provide necessary protective aprons and must be worn when policy indicates.

CLINICAL ENGINEERING

1. All Vendor service personnel entering the facility are required to utilize UMC 3rd party credentialing service.
2. The Clinical Engineering Department is available for further check-in Monday through Friday, 6:30a – 4:30p. These visits will be documented in the Vendor control log, identifying the requesting department, equipment, date and time of the service.
3. Service reports will be delivered to the Clinical Engineering Department at the completion of the work order or in an agreed fashion.
4. All after hour visits will be of Emergency repair nature and will have been initiated by the manager of that department. In these cases, the outside service personnel will check in with the 3rd Party Credentialing "Kiosk", Security and the appropriate supervisor. A Vendor service report is required to be left in all cases of invoicing at the department where service was rendered.
5. The service report should be forwarded to the Clinical Engineering Department after all visits.
6. No invoices will be paid for services, which are not accompanied by the service report
7. The Clinical Engineering Department will monitor the quality and competency of the outside contractors along with the Manager of the respective departments.

HUMAN RESOURCES

Please refer to Temporary Staffing / Third-Party Equipment (I-66)

PHARMACY SERVICES

In order to meet the confidentiality requirements as mandated by Federal HIPAA guidelines, we request the following from all business contacts and sales representatives seen within the UMC facility:

1. Individuals will be seen by pre-approved appointment only, utilization of UMC 3rd Party Credentialing process is necessary to gain access. (Online Meeting Generator)
2. If you are booking an appointment with non-pharmacy personnel, this meeting must take place in non-patient care areas and in an area that does not require travel in a patient care hallway or area. Suggestions are: off campus offices or offices not in a patient care zone; cafeteria; conference or meeting rooms not in a patient care zone; medical school offices, etc...
3. Pharmacy will not provide badges for non-Pharmacy appointments, as we are unable to supervise or take responsibility for ensuring confidentiality. If you are here under the authority or request of the Pharmacy Department, you will ensure that you are properly badged and/or obtain patient consent, as required.
4. UMC will be enforcing these regulations. Individuals who are found to be in violation of these guidelines will be referred to Public Safety and may be escorted off UMC property.

The following departments will require Vendors to register with 3rd Party Vendor Credentialing Provider as noted in this policy under "Credentialing". Vendor will login at UMC Kiosk, retrieve Vendor Badge and proceed to respective department for further department specific sign-in:

- Information Technologies
- Health Information Management
- Nursing Administration
- Food and Nutritional Services
- Materials Management
- Laboratory Services
- Plant Operations
- Clinical Engineering
- Social Services
- Case Management
- Environmental Services (Housekeeping)

INSTITUTIONAL REVIEW BOARD (IRB)

Attachment 2 Application and Approval Responsibilities

All investigational drug, device and procedure studies are under the auspices of the IRB and must have a Principal Investigator who is a member of the UMC Medical or Dental Staff. They must submit the application for review/comment/recommendation to the Medical Staff Department/IRB Coordinator and who will assume responsibility for ensuring the packet is complete and accurate for approval consideration by the Institutional Review Board (IRB) at University Medical Center (UMC).

Investigational drugs, devices, and procedures will be used only under the direct supervision of the Principal Investigator or Co-investigator who will be a member of the Active, Associate or Provisional staff category of the Medical Staff of University Medical Center. A Principal or Co-investigator may not exceed privileges approved on their individual Delineation of Privileges Form.

STATEMENT OF AGREEMENT

1. I agree and acknowledge that I will be under the supervision and direction of the UMC personnel including the Charge Nurse/Physician at all times. I will abide by and comply with all the UMC policies & guidelines / directives as written.
2. I have read and agreed to comply with University Medical Center's Policy and Procedure entitled "Roles, Responsibilities and Credentialing; Vendors". Failure to comply with UMC requirements is subject to loss of Business privileges at UMC. UMC reserves the right to restrict any representative and the company they represent from UMC property.
3. I agree and acknowledge that I am visiting UMC at my own risk and release UMC from any liability or claims related to my presence here. I further agree to indemnify UMC from and all claims related to my presence.
4. I understand that I am to consider all information regarding patient care and welfare, including the presence of the patient in the hospital, as privileged and confidential information. I acknowledge that I do not have access to Protected Health Information (PHI) unless a business contract specifically delineates such access or patient authorization has been obtained.
5. I commit to protecting the privacy of the patients of University Medical Center and will not divulge, release or share information, which is confidential, with any individual.
6. At the time of executing this Agreement, I declare that I am free of any infectious diseases and have no symptoms or concerns, which could be of an infectious nature. I understand that when entering University Medical Center that I must be free of any infectious diseases and I agree that I will not enter if I have any symptoms or concerns, which may be of an infectious nature.
7. I understand I must complete the online orientation process through UMC 3rd Party Credentialing Program prior to obtaining access to the UMC facilities.

Vendor/Sales Representative (Name)

Company

Date

Business Associate Agreement

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

WITNESSETH:

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

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

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

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

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

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

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

I. DEFINITIONS

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

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

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

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

II. ACKNOWLEDGMENTS

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

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

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

III. USE AND DISCLOSURE OF PROTECTED HEALTH INFORMATION

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

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

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

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

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

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

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

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

IV. SAFEGUARDING PROTECTED HEALTH INFORMATION

(a) Business Associate agrees:

- (i) To implement appropriate safeguards and internal controls to prevent the use or disclosure of Protected Health Information other than as permitted in this Agreement or by the HIPAA Rules.
 - (ii) To implement “Administrative Safeguards,” “Physical Safeguards,” and “Technical Safeguards” as defined in the HIPAA Rules to protect and secure the confidentiality, integrity, and availability of Electronic Protected Health Information (45 CFR 164.308, 164.310, 164.312). Business Associate shall document policies and procedures for safeguarding Electronic Protected Health Information in accordance with 45 CFR 164.316.
 - (iii) To notify Covered Entity of any attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system (“Security Incident”) upon discovery of the Security Incident.
- (b) When an impermissible acquisition, access, use, or disclosure of Protected Health Information (“Breach”) occurs, Business Associate agrees:
- (i) To notify the Covered Entity HIPAA Program Management Office immediately upon discovery of the Breach, and
 - (ii) Within 15 business days of the discovery of the Breach, provide Covered Entity with all required content of notification in accordance with 45 CFR 164.410 and 45 CFR 164.404, and
 - (iii) To fully cooperate with Covered Entity’s analysis and final determination on whether to notify affected individuals, media, or Secretary of the U.S. Department of Health and Human Services, and
 - (iv) To pay all costs associated with the notification of affected individuals and costs associated with mitigating potential harmful effects to affected individuals.

V. RIGHT TO AUDIT

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

VI. COVERED ENTITY REQUESTS AND ACCOUNTING FOR DISCLOSURES

- (a) At the Covered Entity’s Request, Business Associate agrees:
- (i) To comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Rules to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity.
 - (ii) To make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Rules. If Business Associate maintains Protected

Health Information electronically, it agrees to make such Protected Health Information electronically available to the Covered Entity.

(iii) To make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Rules.

(iv) To account for disclosures of Protected Health Information and make an accounting of such disclosures available to Covered Entity as required by Section 164.528 of the HIPAA Rules. Business Associate shall provide any accounting required within 15 business days of request from Covered Entity.

VII. TERMINATION

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

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

VIII. MISCELLANEOUS

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
Additional Data

The following information is requested to assist the evaluation team to determine the lowest responsive and responsible bidder. All information within Exhibit A will count towards the 40 page limit.

1. Bidder's company history
2. Provide consolidated financials
3. Qualifications, Certifications
4. Provide an explanation of how your company plans to meet the service expectations.
5. Description your process and procedures to send and receive electronic encrypted data files.
6. Past Performance: Provide five (5) references that you serviced within the last 2-3 years. Three (3) of the references should include a history of medical collections. Include company name, point of contact for the company, their phone number and e-mail address, and the percentage of collections you were able to receive for the client.
7. List of success stories (3-5 examples)
8. List of best practices used.