



CONFIRMATION FORM  
for  
RECEIPT OF RFP NO. 2011- 06  
HEMATOLOGY SYSTEM

If you are interested in this invitation, upon receipt, immediately return this confirmation form to the email or fax number 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.*

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**VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:**

**PROJECT NO.**      RFP NO. 2011-06

**DESCRIPTION:**      HEMATOLOGY SYSTEM

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 RFP Document:

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

**FAX THIS CONFIRMATION FORM TO: (702) 383-2609**  
**Or EMAIL to: rebekah.holder@umcsn.com**

UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2011-06

HEMATOLOGY SYSTEM

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**

**REQUEST FOR PROPOSAL  
RFP NO. 2011- 06  
HEMATOLOGY SYSTEM**

University Medical Center (UMC) is soliciting proposals to provide equipment, software, and interfaces necessary to run a fully automated Hematology System.

The RFP package is available as follows:

- Pick up - University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
- By Electronic Mail or Mail – Please email a request to Contracts Management at [Rebekah.Holder@umcsn.com](mailto:Rebekah.Holder@umcsn.com) specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8291.
- Internet – Visit the Clark County website [www.clarkcountynv.gov/purchasing](http://www.clarkcountynv.gov/purchasing). Click on “Current Contracting Opportunities”, listed under University Medical Center, locate the appropriate document in the list of current solicitations.

**A non-mandatory pre-proposal meeting will be held on Thursday, March 10, 2011, at 10:00 a.m. in Conference Room G and H, 4<sup>th</sup> Floor, Trauma Building, 800 Rose St., Las Vegas, Nevada.**

Proposals will be accepted at the University Medical Center address specified above on, or before, **Tuesday, April 12, 2011 at 2:00:00 p.m.** Proposals are time-stamped upon receipt. Proposals timed stamped after 2:00:00 p.m. will be recorded as late, remain unopened, and be formally rejected.

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PUBLISHED:  
Las Vegas Review Journal  
**Sunday, February 27, 2011**

**GENERAL CONDITIONS  
RFP NO. 2011- 06  
HEMATOLOGY SYSTEM**

1. TERMS

The term "OWNER", as used throughout this document will mean University Medical Center of Southern Nevada. The term "BCC" as used throughout this document will mean the Board of Hospital Trustees which is the Governing Body of OWNER. The term "PROPOSER" as used throughout this document will mean the respondents to this Request for Proposal. The term "RFP" as used throughout this document will mean Request for Proposal.

2. INTENT

OWNER is soliciting proposals to provide equipment, software, and interfaces necessary to run a fully automated Hematology System.

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, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and ten (10) urgent care clinics.

Purpose

See **Exhibit A**.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients, therefore, has high expectations of 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. DESIGNATED CONTACTS

OWNER's representative will be Rebekah Holder, Contracts Management. All questions regarding this RFP, including the selection process, must be directed to Rebekah Holder at telephone number (702) 207-8291, or email [rebekah.holder@umcsn.com](mailto:rebekah.holder@umcsn.com).

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between PROPOSER and a member of the BCC or between PROPOSER and a non-designated OWNER contact regarding the selection of a proponent or award of this contract is prohibited from the time RFP is advertised until the item is posted on an agenda for award of the contract. Questions pertaining to RFP shall be addressed to the designated contact(s) specified in RFP document. Failure of PROPOSER, or any of its representatives, to comply with this paragraph may result in their proposal being rejected.

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	Sunday, February 27, 2011
<b>Non Mandatory Pre-Proposal Meeting (10:00 am)</b>	<b>Thursday, March 10, 2011</b>
Final Date to Submit Questions	Thursday, March 24, 2011
Last Day for Addendums	Tuesday, March 29, 2011
<b>RFP Responses Due (2:00:00 pm)</b>	<b>Tuesday, April 12, 2011</b>
RFP Evaluations	April 2011
Finalists Selection	May 2011
Finalists Oral Presentations (if necessary)	May 2011
Final Selection & Contract Negotiations	May - June 2011
Award & Approval of the Final Contract	June 2011

7. METHOD OF EVALUATION AND AWARD

Since the service requested in this RFP is considered to be a professional service, award will be in accordance with the provisions of the Nevada Revised Statutes, Chapter 332, Purchasing: Local Governments, Section 332.115.

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP.

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

Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and present the contract(s) to the BCC for approval.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 45 pages. Other attachments may be included with no guarantee of review.

**All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18.**

**PROPOSER shall submit nine (9) copies of the proposal: one (1) labeled "Original" and (8) copies.** It is requested that the proposals be 3-hole punched.

**All proposals must be submitted in a sealed envelope plainly marked with the name and address of PROPOSER and the RFP number and title.** No responsibility will attach to OWNER or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a proposal not properly addressed and identified. FAXED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailling instructions for proposals:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
University Medical Center Contracts Management Trauma Center Building 800 Rose Street, Suite 408 Las Vegas, Nevada 89106	University Medical Center Contracts Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Contracts Management 800 Rose Street, Suite 408 Las Vegas, Nevada 89106
RFP No. 2011-06 Hematology System	RFP No. 2011-06 Hematology System	RFP No. 2011-06 Hematology System

Regardless of the method used for delivery, PROPOSER(S) shall be wholly responsible for the timely delivery of submitted proposals.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to the OWNER's designated contact in writing or a proposal release form has been properly filled out and submitted to the Purchasing and Contracts Division reception desk. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

No proposal may be withdrawn for a period of ninety (90) calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. PROPOSER's offer will expire after ninety (90) calendar days.

If a PROPOSER intended for award withdraws their proposal, that PROPOSER may be deemed non-responsible if responding to future solicitations.

10. REJECTION OF PROPOSAL

OWNER reserves the right to reject any and all proposals received by reason of this request.

11. PROPOSAL COSTS

There shall be no obligation for OWNER to compensate PROPOSER(S) for any costs of responding to this RFP.

12. ALTERNATE PROPOSALS

Alternate proposals are defined as those that do not meet the requirements of this RFP. Alternate proposals will not be considered.

13. ADDENDA AND INTERPRETATIONS

If it becomes necessary to revise any part of the RFP, a written addendum will be provided to all PROPOSER(S) in written form from OWNER's designated contact. OWNER is not bound by any specifications by OWNER's employees, unless such clarification or change is provided to PROPOSER(S) in written addendum form from OWNER's designated contact.

14. PUBLIC RECORDS

OWNER 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 OWNER'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 proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

If a PROPOSER feels that they cannot submit their proposal without including proprietary information, they must adhere to the following procedure or their proposal may be deemed unresponsive and will not be recommended to the BCC for selection:

PROPOSER(S) must submit such information in a separate, sealed envelope labeled "Proprietary Information" with the RFP number. The envelope must contain a letter from PROPOSER's legal counsel describing the documents in the envelope, representing in good faith that the information in each document meets the narrow definitions of proprietary information set forth in NRS 332.025, 332.061 and NRS Chapter 600A, and briefly stating the reasons that each document meets the said definitions.

Upon receipt of a proposal accompanied by such a separate, sealed envelope, OWNER will open the envelope to determine whether the procedure described above has been followed.

Any information submitted pursuant to the above procedure will be used by OWNER only for the purposes of evaluating proposals and conducting negotiations and might never be used at all.

If a lawsuit or other court action is initiated to obtain proprietary information, a PROPOSER(S) who submits the proprietary information according to the above procedure must have legal counsel intervene in the court action and defend the secrecy of the information. Failure to do so shall be deemed PROPOSER's consent to the disclosure of the information by OWNER, PROPOSER's waiver of claims for wrongful disclosure by OWNER, and PROPOSER's covenant not to sue OWNER for such a disclosure.

PROPOSER(S) also agrees to fully indemnify OWNER if OWNER is assessed any fine, judgement, court cost or attorney's fees as a result of a challenge to the designation of information as proprietary.

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

Proposals must contain sufficient information to be evaluated and a contract written without reference to any confidential or proprietary information. PROPOSER(S) shall not include any information in their proposal that they would not want to be released to the public. Any proposal submitted that is marked "Confidential" or "Proprietary," or that contains materials so marked, will be returned to PROPOSER and will not be considered for award.

16. COLLUSION AND ADVANCE DISCLOSURES

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

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

17. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

1. Clark County Business License is Required if:
  - a. A business is physically located in unincorporated Clark County, Nevada.
  - b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
  - a. A business is physically located outside of unincorporated Clark County, Nevada.
  - b. 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, 3<sup>rd</sup> 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](http://www.clarkcountynv.gov) , go to "Business License Department" ([http://www.clarkcountynv.gov/Depts/business\\_license/Pages/default.aspx](http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx))

18. EVALUATION CRITERIA

Evaluation will be based upon your response to the questions asked below. Answers are to meet the requirements identified in the Scope of Services **Exhibit A. All questions are to be answered in the order they appear and be noted with the identifying letter and number.** PROPOSER(S) who do not answer all questions, or provide incomplete responses, may result in disqualification.

**A. Organizational Information:**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number, address, and email address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.
4. Provide a copy of your company's most recent audited financials. PROPOSER(S) that fail to provide financial information may be deemed non-responsive
5. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
6. List all firm demographics including:
  - a. Total number of employees;
  - b. Total number of women employed;
  - c. Total number of minorities employed; and
  - d. Total number of bilingual employees, indicate language(s) spoken.

7. References:
  - a. Include a brief resume of all similar projects your firm has performed for the past 3-5 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the State of Nevada.
  - b. Provide a list of 3 current customer references of similar size and complexity that include hospitals who utilize services similar to those requested by OWNER. Include company name, contact name, contact phone number and contact email address.
8. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit C**.

**B. Equipment:**

1. Identify the specific instrumentation included in this RFP response.
2. Identify any additional instrumentation/equipment not included in this RFP response required to run the proposed system as defined.
3. Identify any instrumentation/equipment not included in this RFP that may need to be provided by a third party.
4. List the electrical requirements for all components of the system.
5. List any drains and/or water source requirements for all components of the system. Define the quality of water required.
6. List all dimensions of the components proposed in the system. Indicate the minimum and optimal space requirements along with any special requirements to house the system, i.e. stands, benches.
7. Provide a diagram to scale of the proposed system. Label all components of the system complete with electrical and water hook-up.

**C. Reagents:**

1. List the name of each reagent required to run all tests available on the test menu. Separate reagents by systems for both blood and body fluid analysis.
2. Indicate each reagent's shelf life.
3. Indicate the on-board reagent stability for each reagent if the expiration date of the reagent is altered once opened.
4. Describe any reagent bar-code management systems available for each component of the proposed system.
5. List the number of expected tests for each of the reagents proposed. Include in the list any dead space reagent wastage for each reagent.
6. Indicate if left over reagents from different containers can be combined. Provide a list of reagents that could be combined. Provide any limiting factors relating to the combining of the same reagents from the dead space, (example: different lot numbers).
7. Describe reagent monitoring systems available for each component of the proposed system.

8. Describe any ability to preload multiple containers of frequent use/ high volume reagents for each proposed component or system.

**D. Consumables:**

1. List any consumables/supplies, etc. that need to be supplied by OWNER to complete any of the maintenance protocols.
2. Provide a list of consumable products required to run all components of the proposed system.

**E. Quality Assurance:**

1. Provide the instrument throughput capability for each component of the proposed system, both in primary and secondary sampling modes, if applicable.
2. Indicate the minimum sample volume required for analysis of each test on the proposed system without any manipulation of the sample.
3. Describe the method required to analyze small volume samples, i.e. 150 microliters or less.
4. Indicate if micro-samples can be analyzed, using the primary mode directly out of a preloaded sample rack. List any supply that might be required, i.e. specimen rack adapter.
5. List the linearity of each test available on the proposed system to include blood and body fluid samples.
6. List the precision of each test available on the proposed system to include blood and body fluid samples.
7. List the accuracy of each test available on the proposed system to include blood and body fluid samples.
8. Indicate the accuracy for specimens with low platelet counts and, when interferences are present, link this information to common disease states known to interfere with results.
9. Describe any technology available using the proposed system that would identify large platelets and excludes common interferences such as microcytic red cells and red cell fragments.
10. Describe any secondary methods that are required to obtain an accurate platelet enumeration when the primary method cannot do so. List any supplies, reagents, tubes, etc. required for this analysis.
11. Describe any technology employed by the proposed system that is known to reduce the need for platelet review.
12. List all of the FDA approved parameters for all blood and body fluid sample types.
13. Describe the ability of the instrumentation for the proposed system to separate nucleated red blood cells with each CBC/DIFF.
14. Describe all available parameters with the proposed system for reticulocyte analysis.

**F. Specimen Conditions:**

1. List the affect of the following specimen conditions when analyzed using the proposed system for all tests and specimen types. Indicate if the specimens would require any special treatment, limits, manual intervention, or specimen rejection as recommended by the manufacturer:
  - a. cold agglutinins
  - b. hemolysis
  - c. lipemia
  - d. lyse-resistant red blood cells
  - e. leukocytosis
  - f. bilirubinemia
  - g. fibrin
  - h. giant platelets
2. List the types of body fluid specimens that can be analyzed using the proposed system. Indicate if the sample would require pretreatment, additional reagents, and/or a background check prior to analyzing a body fluid sample.
3. Describe the body fluid differential parameters that can be performed using the proposed system and a sample with > 5 WBC per microliter.
4. Include the manufacturer's recommendation for repeat analysis for each test and specimen type.
5. Include the manufacturer's recommendation for differential review for each test and specimen type as appropriate.
6. Indicate if one slide maker stainer can support/link the proposed CBC analyzer system.
7. Indicate if reflex slide sampling decision rules can be user-defined or customized.
8. Indicate if slide smearing is adjustable.
9. Indicate if the slide maker stainer can stain manually made slides.
10. Indicate if slide maker stainer can be run as random access or slides must be batched for maximum efficiency.
11. Indicate if the slide maker stainer can be operated with a user defined programmable stain protocol.
12. Indicate if priority specimen slide labels are available with the proposed system.

**G. Quality Control:**

1. Identify the directly measured vs. calculated parameters for the proposed CBC/Diff/Retic system.
2. Indicate all quality control materials, compatible with the proposed system.
3. Indicate the manufacturer's recommended frequency for quality control daily to include the number of controls recommended, times per day and recommendations relating to performing quality control on calculated parameters.

4. Indicate the manufacturer's recommendation for frequency of calibration.
5. Indicate the calibration materials compatible with the proposed system.
6. Indicate if the manufacturer recommends calibration to be performed by the field service representative as a portion of a preventative maintenance visit, or if calibration can be completed by the technical staff in the laboratory.
7. Indicate modem capabilities for real time quality control peer review, and direct on-line technical service instrument troubleshooting/analysis.

**H. Maintenance:**

1. Indicate the city of residence for the primary and secondary field service representatives that will be responsible for servicing the account.
2. Indicate the number of fully trained technical field service representatives considered to be the primary and secondary contacts for the UMC account.
3. Provide the annual average response time, from the time the determination a field service representative is required on-site, to the arrival time of the field service representative on-site.
4. Provide the average annual failure rate per instrument that requires an on-site field service representative.
5. Provide the average instrument downtime annualized for each component of the proposed system.
6. List the tasks performed during each of the preventative maintenance visits.
7. Provide diagrams indicating the number and location of all pinch valves.
8. Provide diagrams indicating the number and location of all tubing connections.

**I. Implementation Plan:** Include a project implementation plan and corresponding time line.

1. List all steps of the start up protocol for each proposed component of the system.
2. List the maintenance protocols for each proposed component of the system to include daily, weekly, monthly, quarterly, semi-annual, annual intervals. Indicate as part of the list any scheduled preventative maintenance that needs to be completed by a field service representative.
3. Indicate if any maintenance required to be performed by a field service representative is included in the standard instrument service contract.

**J. Technology:**

1. Define/describe any preprogrammed and/or recommended action or decision software rules. Identify if the rules are housed in the instrument software or middleware.
2. Identify any third party entities that will be responsible for software support of the proposed system.

**K. Proposed Solution:**

1. Provide information concerning the product and/or solution you are proposing and how your solution would meet the requirements in **Exhibit A**.
  - a. Discuss implementation and training strategies that will be utilized with product selection including a draft conversion plan and timetable that would be used for implementation. The plan must cover the period from award of business through post implementation review.
  - b. Detail the task responsibilities and distinguish between PROPOSER and OWNER.
  - c. List any time saving features and benefits of product.
  - d. Detail the enhancement of quality care, workability and ease of maintenance.
  - e. Discuss all safety features of product including advantages and disadvantages.
  - f. Please describe the top three (3) features and benefits that distinguish your product and company from those of your competitors, clear stating why the PROPOSER system is best suited to this RFP.

**L. Fee:**

1. Provide a financial package to include all equipment suggested as an option in this proposal, all interfaces, software (include middleware, test environment, etc.) to operate the system as defined for the following options:
  - a. Purchase Cost
  - b. Lease Option – 5 year
  - c. Reagent Rental
  - d. Cost per Reportable

All options to include all expense paid training for a minimum of 2 UMC employees for basic implementation training to include the middleware/software component of the system if generally provided from other vendor. For options b, c, d above, hematology vendor to supply all middleware, software, as part of the contract.
2. Submit a complete fee schedule for all consumables/regents not covered by any of the proposals listed the fees above (question #1).
3. Submit a service maintenance fee schedule to include all available options (business, 24/7, etc).
4. Provide a concise, separate listing of any items that are not included in the cost of the program and the estimated cost for each item.
5. If PROPOSER is selected as a finalist in this RFP, OWNER will want to test PROPOSER's equipment for a minimum of one week on OWNER's premise at PROPOSER's cost.

## Exhibit A

### SCOPE OF SERVICES

#### 1. Specific Criteria

All information submitted relating to this RFP should include the following equipment/software/interfaces necessary to run a fully automated Hematology system capable of producing approximately 225,000 instrument cycles for CBC/Automated Differential, and 1500 cycles for reticulocyte analysis annually; to include automated slide preparation and staining capabilities; and automation of the body fluid cell count and differential:

- a. Two (2) Hematology analyzers with fully automated CBC, fully automated reticulocyte and differential analyzer capability for blood and body fluid;
- b. One (1) automated slide maker/stainer;
- c. One (1) system for the automation of manual differential and body fluid cell classification;
- d. Appropriate number of Bar Code Scanners;
- e. All Instrument Software/Middleware software;
- f. All Interfaces from instrument to Middleware/LIS, etc. to complete all computer connections; and
- g. UPS system suitable for all components of the system.

The above figures are considered to be estimates for the purpose of responding to the RFP, no guarantee of annual volume is implied.

Hematology analyzers are not required to be identical. For the purpose of this RFP, hematology analyzers will be assumed to be identical unless otherwise stated. In the event the vendor has multiple analyzer options, information submitted must clearly define the different options. A separate RFP response must be completed for each proposed option.

#### 2. Payment Terms Net 90

#### 3. Initial Leasing Term If a lease option is selected, the term will be for 5 years.

#### 4. Contract

If selected as the successful PROPOSER, PROPOSER shall submit a sample contract for review. OWNER reserves the right to negotiate any or all terms of the standard agreement set forth by the PROPOSER.

#### 5. Compliance with the Owner's Insurance Requirements

OWNER's insurance requirements are included as **Exhibit B**. Successful PROPOSER will be required to provide a copy of the declaration page of your current liability insurance policy prior to the award of contract.

#### 6. OWNER Technology Requirements

If PROPOSER will be providing an actual system to be housed at UMC, provide all technical specifications for the server and workstation hardware. See **Exhibit D** for UMC Technology Requirements.

#### 7. Business Associates Agreement

PROPOSER must sign OWNER's Business Associate Agreement prior to contract award as seen in **Exhibit E**. Changes to this document are prohibited.

<b>CERTIFICATE OF INSURANCE</b>						ISSUED DAY (MM/DD/YY)
<b>1. PRODUCER</b>		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		<b>COMPANIES AFFORDING COVERAGE</b>				
		COMPANY LETTER <b>A</b>				
<b>2. INSURED</b>		COMPANY LETTER <b>B</b>				
INSURED'S NAME ADDRESS PHONE & FAX NUMBERS		COMPANY LETTER <b>C</b>				
		COMPANY LETTER <b>D</b>				
		COMPANY LETTER <b>E</b>				
<b>COVERAGES</b>						
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	
<b>3.</b>	<b>GENERAL LIABILITY</b>	(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
<b>4.</b>	<b>AUTOMOBILE LIABILITY</b>	(J)	(K)	(L)	COMBINED SINGLE LIMIT	\$(M) 1,000,000
	<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					
	<input type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
<b>5.</b>	<b>WORKER'S COMPENSATION</b>				<input type="checkbox"/> STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASEcPOLICY LIMIT	\$
					DISEASEcEACH EMPLOYEE	\$
	<b>PROFESSIONAL LIABILITY</b>				AGGREGATE \$	
<b>6. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT</b>						
<b>7. CERTIFICATE HOLDER</b>		<b>CANCELLATION</b>				
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,				
		<b>8. APPOINTED AGENT SIGNATURE</b> INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____				

## **CUSTOMER’S INSURANCE REQUIREMENTS**

**TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, Provider SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.**

Format/Time: The Provider shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by the Owner. 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.

Owner Coverage: The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation insurance coverages. The Provider's insurance shall be primary as respects the Owner, 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 Owner. All policies must note that the Owner 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 1) 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, Owner 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. Owner 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 Owner, 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 RFP package 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) 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)
- 4) Automobile Liability (Any Auto)
  - (J) Policy Number
  - (K) Policy Effective Date
  - (L) Policy Expiration Date
  - (M) Combined Single Limit (\$1,000,000)
- 5) Workers' Compensation
- 6) Description: Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
- 7) 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.**
- 8) Appointed Agent Signature to include license number and issuing state.

EXHIBIT C

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 (“BCC”) in determining whether members of the BCC 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 BCC 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.

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

***Business Designation Group*** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Large Business Enterprise (LBE) or Nevada Business Enterprise (NBE).

**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.

**Nevada Business Enterprise (NBE):**

Any business headquartered in the State of Nevada and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

**Large Business Enterprise (LBE):**

An independent and continuing business for profit which performs a commercially useful function and is not located in Nevada.

***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.

***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 has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

**List of Owners** – 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, list all Corporate Officers and members of the Board of Directors only.

**For All Contracts –**

- 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 3 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.

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. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Type of Business</b>					
<input type="checkbox"/> Individual	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Corporation	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Other
<b>Business Designation Group (For informational purposes only)</b>					
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> LBE	<input type="checkbox"/> NBE
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Large Business Enterprise	Nevada Business Enterprise
<b>Business Name:</b>					
<b>(Include d.b.a., if applicable)</b>					
<b>Business Address:</b>					
<b>Business Telephone:</b>			<b>Email:</b>		
<b>Business Fax:</b>					
<b>Local Business Address</b>					
<b>Local Business Telephone:</b>			<b>Email:</b>		
<b>Local Business Fax:</b>					

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

“Business 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.

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

Full Name	Title	% Owned (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, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws 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 disclose on the attached Disclosure of Relationship form.)

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

**Exhibit C – Disclosure of Ownership**

RFP No. 2011-06  
Hematology System

List any disclosures below:

<b>NAME OF BUSINESS OWNER/PRINCIPAL</b>	<b>NAME OF COUNTY* EMPLOYEE(S)</b>	<b>RELATIONSHIP TO COUNTY* EMPLOYEE</b>	<b>COUNTY DEPARTMENT</b>

\* 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)

## EXHIBIT D

### UMC Information Services Requirements for Technology Implementations

#### Database

- Vendor-provided databases must be developed on an industry standard platform such as Microsoft SQL or Oracle. Other database platforms may be reviewed and accepted on a case-by-case basis.
- SQL Databases must be version 2005 or later and be capable of running in a windows active/passive clustered environment.
- Vendor must provide recommendations for support, integrity maintenance, backup schemes, space considerations, etc. for any databases they provide.
- If applicable, the vendor will perform a conversion or other transition of data in the current database into the new solution.

#### Development

- System must be able to interface with all current hospital computer systems (including but not limited to Pharmacy, Pathology, Microbiology, Admitting, Radiology, Surgery, Respiratory, Cardiology, etc.) using healthcare standard interfaces (HL7). Other data formats will be considered on a case-by-case basis.
- System should be upgradeable for future development of computer technology (electronic medical record, computerized charting, and physician order entry) as applicable.

#### Configuration Management

- Vendor needs to provide specifications for all hardware and non-software requirements, server and client, to host and run their systems as a separate purchasable option.
- The Proposer will provide a detailed contract, detailing and separating hardware costs and maintenance, software license(s) and maintenance (system and any third-party software), implementation fees, training and other professional services fees.
- The Proposer will provide diagrams, charts, and graphical representations of all systems designs to include ALL components proposed in their bid. This includes internet, networks, servers, firewalls, workstations, modalities and all other IT components on or off-site that need to be procured for the Proposer's solution.

#### Compliance

- Proposed solutions must be compliant with all relevant regulatory requirements (HIPAA, Joint Commission, PCI, etc.) in all facets of design, delivery, execution and ongoing support.

#### Network/Infrastructure

- The use of a VLAN, firewall and/or other network configuration measures may be employed to isolate and contain vendor solutions that do not conform to established security and network requirements.
- All bids for such measures must include costs to implement non-conforming designs.

#### Systems and Operations

- Vendor-provided solutions must be developed on current and supported industry standard operating systems platforms such as Microsoft Windows Enterprise Server 2003/2008. Other operating systems may be reviewed and accepted on a case-by-case basis.
- Installation and maintenance of the server and client applications are to be provided in a WISE or InstallShield (or similar tool) method.
- UMC will manage all computer hardware installed.
- UMC will manage operating systems software, including operating system updates, asset management agents, backup agents, and anti-virus protection.
- Vendor software must not interfere or invalidate any operational function of UMC-managed software or agents.
- Exceptions may be made for issues such as database folders/files that require exclusion from anti-virus scans.

- All proposed exceptions will be reviewed on a case-by-case basis.
- Upgrades, enhancements, feature changes, and maintenance to vendor software will be done in coordination with and the cooperation of UMC IS Department personnel.
- Proposed systems must be capable of being managed remotely by the supporting vendor.
- Vendors may not service or modify the software at user request without express consent and involvement of the UMC IS Department.
- Turn-key solutions that provide hardware and software must use industry standard hardware platforms (HP, Dell, IBM, SUN) and include appropriate Intelligent Platform Management Interfaces (IPMI) for side-band management agents such as HP Integrated Lights Out (ILO2), Dell Remote Assistance Card ( DRAC) or IBM Remote Supervisor Adaptor (RSA).

### **Project Management**

- Vendor will use Microsoft Project to track and manage project status.
- Vendor needs to provide a written scope of work, including each type of resource needed and estimated work effort.
- The Proposer will need to provide 24/7 onsite support for at least the first two (2) weeks of go-live.

### **Security**

- Client applications should not require local administrative access on the workstation computer to process or work with the server application.
- Client software must use DNS for hostname resolution and be capable of finding server resources in either a forward or reverse-lookup fashion.
- Web based portals or applications must use port SSL (port 443) to perform initial sign on of users.
- Any web based feature or function must be capable of running fully in SSL (port 443) mode and be configurable to process this way if desired by UMC.
- Web-enabled applications must be Internet Explorer 7 compliant. They should not require ActiveX components or other ad-hoc components not supplied during initial install. This applies to future upgrades as well. The only exception to this is digital certificates the user may need to provide secured processing.
- Digital certificates required for processing should be quoted from a recognized public key organization (VeriSign, etc.) and pricing for certificates included in bid.
- Components of the solution on UMC's network must be capable of accepting UMC's Microsoft Active Directory Group Policy Object (AD/GPO) directives and being attached to our domain.
- Local administrative logons MAY NOT be used to install or run vendor's software. All vendor accounts must conform to UMC logon policies and be issued through Microsoft active directory including service, support, database SA and any other system access logon/password combination.
- Vendor software must be Microsoft Lightweight Directory Access Protocol (LDAP) compliant and interfaced to allow control of user access.
- All remote access by the vendor will be done by approved UMC methods, i.e., HTTP/SSL over port 443, VPN or similar configuration. No modem or dial-in access will be permitted to enter UMC's firewalls.

### **Training**

- The vendor must supply systems and client training to UMC IS personnel in a train-the-trainer environment either on- or off-campus.
- The vendor will supply detailed guides for installation and administration of both server and client software.
- The vendor must supply training to all affected user departments in a train-the-trainer environment, either on- or off-campus.

**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 Security and Privacy Rule”); 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, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the “HIPAA Security and Privacy Rule” are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); 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 Security and Privacy Rule (the agreement evidencing such arrangement is entitled “Underlying Agreement”); and

WHEREAS, Business Associate may 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 Security and Privacy Rule, 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 Security and Privacy Rule and to protect the interests of both Parties.

I. **DEFINITIONS**

Except as otherwise defined herein, any and all capitalized terms in this Section shall have the definitions set forth in the HIPAA Security and Privacy Rule. In the event of an inconsistency between the provisions of this Agreement and mandatory provisions of the HIPAA Security and Privacy Rule, as amended, the HIPAA Security and Privacy Rule shall control. Where provisions of this Agreement are different than those mandated in the HIPAA Security and Privacy Rule, but are nonetheless permitted by the HIPAA Security and Privacy Rule, the provisions of this Agreement shall control.

The term “Protected Health Information” means individually identifiable health information 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.

The term "Electronic Protected Health Information" means Protected Health Information which is transmitted by Electronic Media (as defined in the HIPAA Security and Privacy Rule) or maintained in Electronic Media.

Business Associate acknowledges and agrees that all Protected Health Information that is created or received by Covered Entity and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

## II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

(i) to use or disclose any Protected Health Information solely: (1) for meeting its obligations as set forth in any agreements between the Parties evidencing their business relationship, or (2) 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, the Underlying Agreement (if consistent with this Agreement and the HIPAA Security and Privacy Rule), or the HIPAA Security and Privacy Rule, and (3) as would be permitted by the HIPAA Security and Privacy Rule if such use or disclosure were made by Covered Entity. All such uses and disclosures shall be subject to the limits set forth in 45 CFR § 164.514 regarding limited data sets and 45 CFR § 164.502(b) regarding the minimum necessary requirements;

(ii) 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;

(iii) to ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from or created by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply to Business Associate with respect to such information, and agrees to implement reasonable and appropriate safeguards to protect any of such information which is Electronic Protected Health Information. In addition, Business Associate agrees to take reasonable steps to ensure that its employees' actions or omissions do not cause Business Associate to breach the terms of this Agreement;

(iv) Business Associate shall, following the discovery of a breach of unsecured PHI, as defined in the HITECH Act or accompanying regulations, notify the covered entity of such breach pursuant to the terms of 45 CFR § 164.410 and cooperate in the covered entity's breach analysis procedures, including risk assessment, if requested. A breach shall be treated as discovered by Business Associate as of the first day on which such breach is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate will provide such notification to Covered Entity at the time of discovery of the breach. Such notification will contain the elements required in 45 CFR § 164.410; and

(v) Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all additional applicable requirements of the Privacy Rule, including those contained in 45 CFR §§ 164.502(e) and 164.504(e)(1)(ii), at such time as the requirements are applicable to Business Associate. Business Associate will not directly or indirectly receive remuneration in exchange for any PHI, subject to the exceptions contained in the HITECH Act, without a valid authorization from the applicable individual. Business Associate will not engage in any communication which might be deemed to be "marketing" under the HITECH Act. In addition, Business Associate will, pursuant to the HITECH Act and its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

(b) Notwithstanding the prohibitions set forth in this Agreement, Business Associate may use and disclose Protected Health Information as follows:

(i) if necessary, for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided that as to any such disclosure, the following requirements are met:

(A) the disclosure is required by law; or

(B) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached;

(ii) for data aggregation services, if to be provided by Business Associate for the health care operations of Covered Entity pursuant to any agreements between the Parties evidencing their business relationship. For purposes of this Agreement, data aggregation services means the combining of Protected Health Information by Business Associate with the protected health information received by Business Associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

(c) Business Associate will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of Covered Entity as required by the HIPAA Security and Privacy Rule.

(d) The Secretary of Health and Human Services shall have the right to audit Business Associate's records and practices related to use and disclosure of Protected Health Information to ensure Covered Entity's compliance with the terms of the HIPAA Security and Privacy Rule.

(e) Business Associate shall report to Covered Entity any use or disclosure of Protected Health Information which is not in compliance with the terms of this Agreement of which it becomes aware. Business Associate shall report to Covered Entity any Security Incident of which it becomes aware. For purposes of this Agreement, "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. In addition, Business Associate agrees to pay all costs of notification and to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement, or to indemnify Covered Entity for all costs of notification and mitigation incurred by Covered Entity.

### III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees 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 Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. 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.

V. MISCELLANEOUS

Except as expressly stated herein or the HIPAA Security and Privacy Rule, 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.

The Parties agree that, in the event that any documentation of the arrangement pursuant to which Business Associate provides services to Covered Entity contains provisions relating to the use or disclosure of Protected Health Information which are more restrictive than the provisions of this Agreement, the provisions of the more restrictive documentation will control. The provisions of this Agreement are intended to establish the minimum requirements regarding Business Associate's use and disclosure of Protected Health Information.

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 then-current requirements of the HIPAA Security and Privacy Rule, including any then-current requirements of the HITECH Act or its regulations, 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 Security and Privacy Rule, including the HITECH Act, 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: \_\_\_\_\_