

University Medical Center of Southern Nevada

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2011- 11
CLINICAL ENGINEERING SERVICES

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.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2011-11

DESCRIPTION: CLINICAL ENGINEERING SERVICES

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:
TYPE or PRINT CLEARLY

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

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. 2011-11

CLINICAL ENGINEERING
SERVICES

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

**REQUEST FOR PROPOSAL
RFP NO. 2011- 11
CLINICAL ENGINEERING SERVICES**

University Medical Center (UMC) is soliciting proposals to provide professional services regarding Clinical Engineering Services.

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 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. Click on “Current Contracting Opportunities”, listed under University Medical Center, locate the appropriate document in the list of current solicitations.

A mandatory pre-proposal meeting will be held on Wednesday, May 25, at 9:00 a.m. in Conference Room G & H, 4th Floor, Trauma Building, 800 Rose St., Las Vegas, Nevada. Mandatory site tour of Clinical Engineering will take place immediately following pre-proposal meeting. Please allow one hour for tour.

Proposals will be accepted at the University Medical Center address specified above on, or before, **Thursday, June 30, 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.

PUBLISHED:
Las Vegas Review Journal
Sunday, May 8, 2011

**GENERAL CONDITIONS
RFP NO. 2011- 11
CLINICAL ENGINEERING SERVICES**

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 professional services regarding Clinical Engineering Services including, but not limited to, quality control, compliance with all regulatory requirements, training and development, operational and technical support, asset procurement support, and guaranteeing the financial outcome of the program.

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 ten (10) Quick Care facilities, nine (9) Primary Care facilities and six (6) Ambulatory patient clinics.

Purpose

The purpose of this RFP is to identify superior PROPOSER(S) that can provide professional services regarding Clinical Engineering Services and Equipment Distribution that will best meet the needs of UMC.

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.

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 (Dates are tentative and subject to change at any time)

RFP Published in Las Vegas Review-Journal	Sunday, May 8, 2011
Mandatory Pre-Proposal Meeting (9:00 am)	Wed., May 25, 2011
Final Date to Submit Questions	Tuesday, June 14, 2011
Last Day for Addendums	Friday, June 17, 2011
RFP Responses Due (2:00:00 pm)	Thursday, June 30, 2011
RFP Evaluations	July
Finalists Selection	July
Finalists Oral Presentations (if necessary)	August
Final Selection & Contract Negotiations	September
Award & Approval of the Final Contract	October

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 50 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 fourteen (14) copies of the proposal: one (1) labeled “Original” and (13) 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. 2011-11 Clinical Engineering Services	RFP No. 2011-11 Clinical Engineering Services	RFP No. 2011-11 Clinical Engineering Services

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, judgment, 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. **CONTRACT**

PROPOSER shall submit a sample Contract. Contract will not count towards the 50 page maximum. OWNER reserves the right to negotiate any or all terms of the standard agreement set forth by the PROPOSER.

18. **EVALUATION CRITERIA**

Evaluation will be based upon your response to the questions asked below. **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. What is your company's main business focus? How large is your healthcare management services business relative to your organization as a whole?
4. How many years of experience does your company have managing
 - a. Clinical Engineering Services onsite in acute healthcare facilities; and
 - b. Equipment Distribution and delivery of movable patient care equipment?
5. List any factor(s) 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.
6. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
7. 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.

8. References

a. Acute Care Hospital

- i. Provide a list of five (5) academic medical centers that you are currently providing full-service, fully managed, financially guaranteed Clinical Engineering Services. Include medical facility name and address, primary contact person with title, phone number and email address of the hospital official which utilizes your services. List the number of beds for each hospital and the number of pieces of equipment covered. List local medical facilities first.
- ii. Provide a list of terminated, cancelled or non-renewed hospital contracts within the past two (2) years in Clinical Engineering Services and list the same contact information that you did for the above references. List all local medical centers first.

b. Equipment Distribution Programs

- i. Provide a list of three (3) or more academic medical centers that you are currently providing full-service, fully managed, financially guaranteed, Equipment Distribution Programs. Included medical facility name and address, primary contact person with title, phone number and email address of the hospital official which utilize your services including the number of beds in each facility and the number of pieces of equipment covered.
- ii. Provide a list of terminated, cancelled or non-renewed hospital contracts within the past two (2) years in Equipment Distribution Programs and list the same contact information that you did for the above references.

9. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit E**.

B. Financials

1. Provide a copy of your company's most recent audited financials. PROPOSER(S) that fail to provide financial information may be deemed non-responsive.

C. Training / Certification / Competency

1. Describe the following programs:
 - a. Training;
 - b. Staff Development Training; and
 - c. Customer Service Training.
2. Provide details to assess ongoing skills, performance and competency of staff by The Joint Commission and other regulatory agencies.
3. Insert a proposed organizational chart relating to the Clinical Engineering Services. The chart should indicate the number of persons in each job category, a description of qualifications required for each job category including required training, minimum experience level and educational degrees.

4. Provide resume and qualifications of your designated on-site program manager/director.

D. Quality Assurance, Customer Satisfaction, and Performance Improvement

1. Describe how you identify, follow-up, and resolve work-orders?
2. How will PROPOSER report number of maintenance calls, resolve time, and other pertinent information to OWNER and how often? Provide sample report(s).
3. Is the equipment calibrated and the electrical safety-tested after each repair? Please explain.
4. Are you able to provide parts overnight? Please explain.
5. Describe your equipment up-time guarantees?
6. Describe how equipment is tracked and what procedures are implemented for missing equipment and assisting OWNER with Loss Prevention?
7. Do you have a customer support center with a toll free number to provide support and information to your customers and managers on a wide range of subjects? If so, what is the telephone number and hours of operation offered?
8. Describe process for OWNER's customer satisfaction measuring, monitoring, reporting and enhancement. Provide sample reports with frequency.
9. Describe process to measure employee performance and quality of support staff. How could you help OWNER in the area of quality improvement?
10. How will OWNER will operate more effectively and benefit by contracting with your company?
11. What, if any, outcome(s) will your company guarantee to OWNER?

E. Subcontractors / Affiliates

1. What services offered by your organization will actually be provided by a subcontractor/affiliate?
2. Provide a list of all subcontractors/affiliates your company shall utilize; and include a brief profile of their qualifications and the service(s) they provide.

F. Inventory Management Program: Please describe your Program for the following.

1. Corrective Management
2. Planned Maintenance
3. Scheduling
4. Capital Planning
5. Compliance
6. Value Analysis
7. Removal, additions and deletions of items from inventory and adjusting invoicing accordingly

8. Other

G. Equipment Maintenance: Please describe your Program for the following:

1. Annual maintenance; and how you will identify any single points of failure?
2. Planned maintenance; and how you will identify any single points of failure?
3. Preventative maintenance; and how you will identify any single points of failure?
4. If an item covered by a Service Agreement is unavailable when a scheduled Preventative Maintenance call is made, what action will you take to ensure that the equipment receives the number of Preventative Maintenance calls contracted per year?
5. Indicate standards for repair or equipment replacement; and advise on mitigating the down time for these items.

H. Exclusions:

1. Provide a concise, separate listing of any items in the following categories that are not included in the cost of the program.
 - a. Equipment
 - b. Parts
 - c. Services
 - d. Hardware
 - e. Software
 - f. Other

I. Proposed Solution

1. Overall Solution:
 - a. Provide information concerning product and/or solution you are proposing and how your solution would meet the requirements in the **Exhibit A**.
 - b. Describe proposed hours of coverage in each specialty to meet **Exhibit A** requirements.
 - c. Describe how you would interface with our existing staff, physicians, supervisors and managers.
 - d. What is your thinking relative to the consideration of existing Biomed staff should you be selected to provide our Clinical Engineering Services?
 - e. If you were/are the incumbent vendor, what would your onsite staff position be in regards to the newly awarded vendor?
 - f. Please describe the top three (3) features and benefits that distinguish your Product/Services and Company from those of your competitors; clearly stating why the PROPOSER is best

suiting to perform the services for this RFP.

2. **Conceptual Treatment of Project and Work Plan:**

Describe in detail PROPOSER's approach to the project as described in **Exhibit A**. Include a preliminary project plan that includes:

- a. PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.
- b. Any assumptions.
- c. Any constraints.
- d. Detail the task implementation responsibilities and distinguish them between PROPOSER and OWNER. Please include tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles a timeline.
- e. Identify all materials, reports, and records, files that will not be made available to OWNER at the end of the agreement term.

J. Computer Hardware/Software:

1. Please list and describe all computer hardware and software provided by PROPOSER and the function for each.
2. List any items that would be considered OWNER's expense and the estimated cost.
3. What are PROPOSER's software updates, performance and stability checks, to the system?
4. Indicate standards for equipment warranty and replacement for the following:
 - a. Servers;
 - b. Application;
 - c. Network; and
 - d. Individual devices.
5. See **Exhibit F** for UMC IT Requirements.

K. Other: Please discuss other factors the firm determines appropriate which would indicate to the Evaluation Committee the Proponent has the necessary capability, competence and performance record to provide the services outlined in the Request For Proposal.

L. Annual Costs: PROPOSER shall submit a guaranteed price for the year one (1) of a multi-year agreement.

Year 1 Estimated Annual Program Cost	\$
---	-----------

M. Annual Costs: Please use the table provided below to complete the following annual cost estimates:

Proposed Annual Costs (Optional – Add additional lines if needed)

Job Classification	#FTE on Site	Annual Wages without Benefits	Notes:
Management		\$	
Biomed 1 (Entry Level)		\$	
Biomed 2		\$	
Biomed 3		\$	
Biomed Specialist		\$	
ISE* Specialist 1		\$	
ISE* Specialist 2		\$	
ISE* Specialist 3		\$	
Lab Specialist 1		\$	
Lab Specialist 2		\$	
Lab Specialist 3		\$	
Surgery Tech (Brain Lab)		\$	
Secretarial		\$	
Total Cost		\$	

* ISE (Image Service Engineer)

Proposed Annual Costs (Required – Add additional lines if needed)

Classification	PROPOSER COST	OWNER COST	Notes:
Employee Wages (Total for All Above)	\$	\$	
Employee Benefits (Total for All Above)	\$	\$	
Overtime	\$	\$	
On-Call	\$	\$	
Training	\$	\$	
CE Computerized Maintenance System	\$	\$	
Test Equipment Depreciation & Repair	\$	\$	
Supplies	\$	\$	
Repair Parts	\$	\$	
Outside Labor – Time & Material Expense	\$	\$	
Contracts	\$	\$	
Equipment Insurance	\$	\$	
Total Cost	\$	\$	

N. Rate Structure / Added Values

1. List and define additional services, performance, and/or added value Projects PROPOSER will bring to OWNER and OWNER's facility at PROPOSER's expense.
2. How are savings to the OWNER calculated and delivered? Are you prepared to issue financial credits (real dollars not additional service) against future invoices when monthly uptime guarantees are not achieved? Please explain:
3. Are there any options not considered within this RFP that you feel would bring additional price savings to OWNER Hospital subsidiaries? Please explain:
4. What additional capabilities can you offer which can be directed to OWNER to bring down the cost of maintenance of bio-med and diagnostic imaging equipment to improve equipment operation? Please explain:
5. Do you have the capacity to submit an itemized single invoice as well as a consolidated report showing all costs and activities related to the maintenance of entire equipment inventory covered under this agreement? Please explain:
6. Do you have a purchasing program in place that enables your customers to take advantage of your purchasing power to provide greater discounts?
7. Describe your price escalation process?
8. Please use the table below to identify all out-of-pocket expense OWNER is responsible for.

	Item	Function	Estimated Cost
Organizational Information			\$
Training / Certification / Competency			\$
Quality Assurance / Customer Satisfaction / Performance Improvement			\$
Inventory Management			\$
Maintenance			\$
Exclusions			\$
Implementation			\$
Proposed Solution			\$
Computer Hardware/Software			\$
Total Cost to UMC			\$

Exhibit A

SCOPE OF SERVICES

The scope of the services requested under this RFP is a single source program that will meet the complete Full Comprehensive Clinical Engineering Service coverage to UMC for the biomedical, clinical, imaging, therapeutic, diagnostic equipment listed in **Exhibit B** at a guaranteed price to maximize planned maintenance.

Equipment line items identified in the equipment list are understood to include all components; while the list is comprehensive, it is the PROPOSER's responsibility to verify system components and configurations. The selected vendor shall be given ninety (90) days to verify the inventory and submit changes where necessary. OWNER may opt to contract on a total or individual line item basis. All changes/adds/deletes to the medical equipment inventory must be submitted in writing and signed off by both the department manager and the OWNER before any inventory changes are made. If it is a line item priced item and has a same or similar model number of a subsequent inventory item already listed, it will be added and or deleted at the same pricing as was originally agreed to. These items are to come off of the inventory as soon as the contractor is made aware of the inventory change and the item is to be prorated to the given date based on an annual price.

- A listing of inventoried assets to be covered by the program is included as **Exhibit B**.
- A comprehensive listing of Extended Service Contracts is included as **Exhibit C**.
- A personnel file must be established in hospital Human Resources Department for all on site vendor employees. See **Exhibit G regarding OWNER's I-66 Policy**.
- A signed copy of OWNER's Business Associate Agreement included as **Exhibit H**.

I. The scope of the program covering this equipment and the annual contract amount should include:

A. Full Comprehensive Service Coverage

1. Comprehensive preventive maintenance;
2. All corrective maintenance;
3. OEM Monitor and Control;
4. Parts Coverage;
5. No additional costs for covered equipment parts beyond the program cost (excluding damaged and/or abused items);
6. Quality assurance and control;
7. Electrical safety inspections;
8. Incoming inspections of new, loaner and demo equipment;
9. Management and coordination of all service contracts that must be maintained;
10. Preventive maintenance and troubleshooting on warranty devices;
11. Asset procurement support; and

B. Full Service Management Support

1. Dedicated onsite management and technical staff with coverage 24 hours/ 7 days a week for Clinical Engineering and Equipment Distribution;

2. PROPOSER must be onsite during all Joint Commission, DHS, State and or other inspections that might require access to documentation and or information provided by contractor or their sub-contractors; Financial management;
3. Onsite representation for all governmental or non-governmental regulatory site surveys for standards compliance of accreditation;
4. In-service education of vendor staff, department staff and department user staff;
5. Professional input of repair/replace/refurbishment and upgrades for clinical equipment evaluations and pre-purchase activities;
6. Support, resale and distribution of equipment;
7. Support for cost control and cost reduction;
8. Participate in hospital committees;
9. Support and management of service on warranty equipment; and
10. All data acquired and stored during the terms of this Agreement will remain the property of OWNER.

C. Scope of Program Exclusions

1. Repair of equipment currently covered by existing Extended Service Contracts (**Exhibit C**).
2. Consumable/disposable items, such as leads or batteries are not to be included as part of program cost.

D. Planned Maintenance (PM)

1. Contractor shall provide a schedule for planned maintenance for each piece of equipment listed in **Exhibit B**. Planned maintenance schedules are to be equivalent times between services, and meet or exceed the requirements of the manufacturer.
2. Planned maintenance will be scheduled at reasonable intervals in accordance with manufacturer's recommendations taking into account users and vendors experience and equipment usage data. Contractor will notify OWNER's departments of when the PM Service will take place and shall work around the facility's schedule of patients for all high-end equipment.
3. Planned maintenance procedures must be at least equivalent in scope to that provided in the original equipment manufacturer's service manual for a given inspection frequency and equipment age. The planned maintenance inspection shall include cleaning (interior and exterior), lubrication, mechanical adjustments and tightening of components and hardware, electronic calibration, and replacement of all parts required to ensure proper operation of the equipment to the level specified by the original equipment manufacturer.
4. Failure of the contractor to schedule and provide a planned maintenance inspection within one and one-half (1-1/2) of the planned maintenance cycle time (e.g. 3 months past a semi-annual PM cycle) could result in reduction in contract payment equal to the price of the planned maintenance inspection.
5. PROPOSER must comply with all regulatory authorities with respect to completion of PM's and accepted percentages of incomplete PM's.
6. PROPOSER assures that it will complete at least 95% of all Non Life support PM inspections and 100% of all Life Support PM Inspections within a given month based on the criteria set by the facility.

E. Equipment Collection, Distribution and Cleaning

Provision of an equipment cleaning and distribution program with the following elements:

1. Management of the equipment distribution pool must assure safe, clean and ready-to-use equipment is delivered on demand within an average of thirty (30) minutes after a request from the nursing unit(s) is initiated.
2. Management of equipment storage, repair, preventive maintenance, cleaning, delivery and retrieval after use of the pool equipment and all equipment rental needs.
3. Equipment delivery and retrieval will be provided 24 hours / 7 days a week / 365 days per year to all hospital nursing units.
4. Cleaning and disinfecting of all pooled patient care equipment between patient uses. Onsite staff must be thoroughly trained in the cleaning and disinfection process with additional training in equipment electrical safety. The equipment cleaning program requires an understanding of the basic elements of infection control. The equipment distribution management team has hospital environmental services training and has an understanding of the infection control issues within the cleaning program and hospital environment.
5. Supply equipment tracking software.
6. Responsible for the cost and procurement of all supplies needed in the cleaning process.

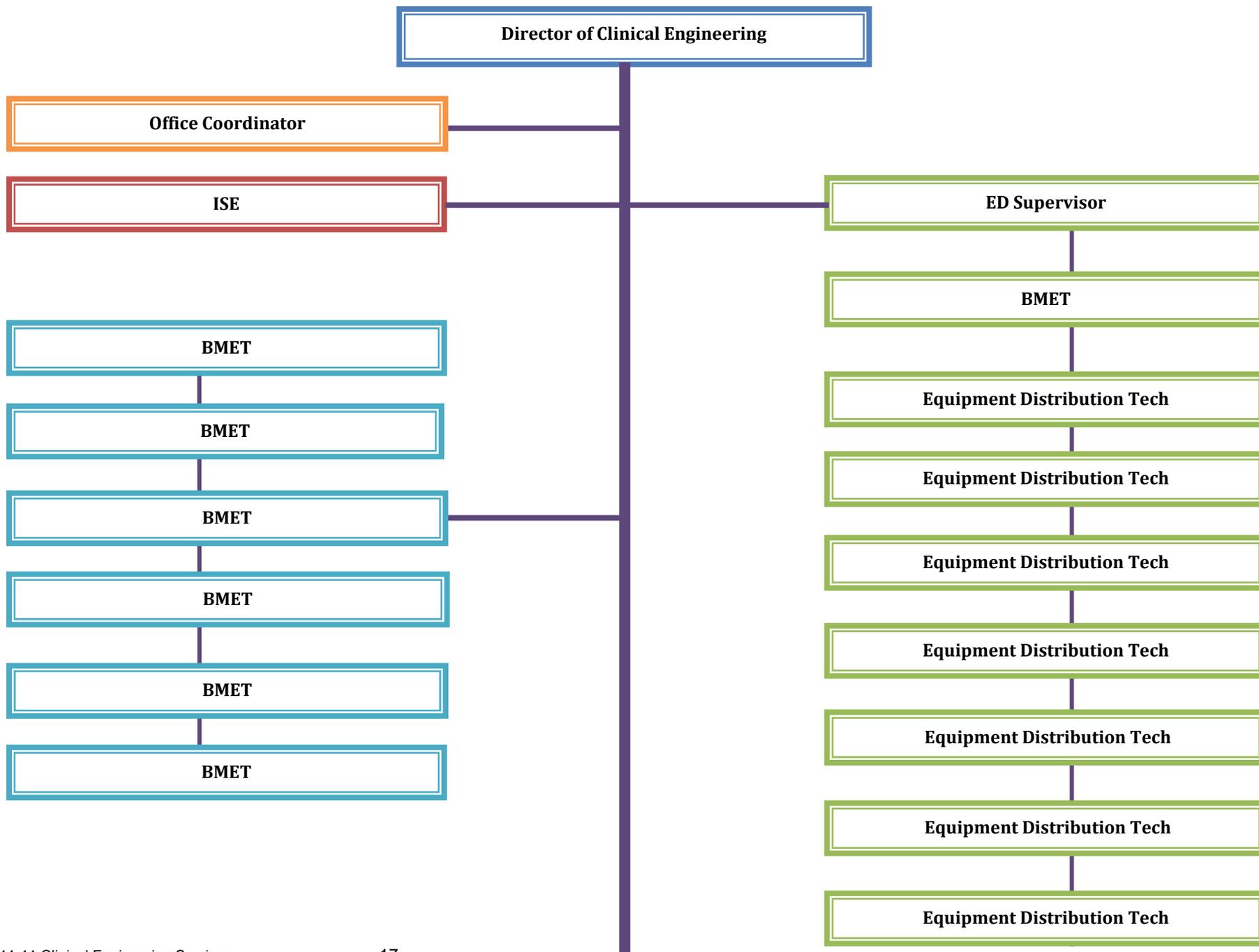
F. Basic Equipment Tasks to be Performed

1. Schedule and perform preventive maintenance.
2. Provide repair service and all corrective maintenance.
3. Provide safety check and testing of new equipment and equipment scheduled for evaluation within the hospital and its allied sites.
4. Obtain repair parts in accordance with prescribed policies and procedures and maintain an adequate inventory of repair parts. The cost of repair parts should be built into the annual contract amount and part of the vendor's guarantee.
5. Maintain all code compliance documentation, assurances and provide the same to the hospital.
6. Contractor shall have a system to receive repair calls 24 hours / 7 days a week / 365 days per year.
7. Vendor will provide emergency service for urgently needed equipment. Response time to an emergency shall be no more than one hour (1) from initiation of the call by the Hospital operator. The cost of emergency calls will be built into the annual contract amount and guaranteed. Phone numbers are to be listed for after hour calls.
8. All technical manuals and related publications provided by the Hospital shall remain the property of the Hospital. Contractors shall be responsible for safeguarding of such material. All specific training of department personnel needed to service the specific equipment at the Hospital shall be provided and paid for by the vendor. The vendor shall notify appropriate Hospital personnel in all instances where abuse of equipment is evident.

II. Specific Criteria should include the following:

A. Staffing

1. Full-time professional dedicated onsite management and staff during business working hours. The vendor must be available to service the facility under all weather conditions, natural disasters, strikes or emergency conditions, unless otherwise directed by the designated hospital representative. All absences must be approved.
2. Biomed and imaging employees staffed at OWNER's facility may not be shared with other hospitals.
3. Proposer will assign a dedicated technician to the surgery department with relevant experience to maintain and operate the BrainLab equipment.
4. Technical personnel will be qualified and have a minimum of two (2) years of related hospital experience. "Field Service" support does not fit into the UMC model.
5. Manager must possess national CBET certification or be in the process of acquiring it.
6. OWNER shall have the right to approve the individual assigned as Manager, which shall not be reasonably withheld.
7. OWNER reserves the right to request specific personnel to be removed from servicing our facilities with 30 days written notice. PROPOSER shall use its best efforts to remove or replace said individual in the most expedient manner possible, with mutual consent of the parties hereto.



B. Test Equipment and Tools

1. Must be of the highest standards.
2. Must be dedicated for full-time use by OWNER's Clinical Engineering Department only.
3. PROPOSER shall be responsible for annual certification of and calibration to all test equipment owned by Hospital. It is the PROPOER's responsibility to purchase any required test equipment over and above what is provided by OWNER and or calibration equipment needed to service and or maintain all equipment to the manufacturers' specifications.
4. Calibrations must be NIST traceable.

C. Systems

1. An onsite dedicated automated management system is required. This will include all hardware, software, upgrades, training and support and peripherals. The system must provide data that complies with all regulatory and accrediting agencies. All data and reporting capabilities must be available from onsite system 24 hours a day 7 days a week, in real time.
2. System must be able to provide the following reports, but not limited to:
 - a. Preventive Maintenance
 - b. User error, damage and other user problems
 - c. Inventory Search capabilities for FDA Recalls and Mfg Alerts
 - d. Corrective Maintenance
 - e. Trending Reports for safety committee
 - f. Equipment Life Cycle Report (historical repair data)
 - g. Equipment Replacement Forecast (for capital budgeting purposes)
 - h. Technology Assessments
 - i. Annual Medical Equipment management per Joint Commission requirements

D. Reporting

1. PROPOSER shall provide to OWNER a dashboard report on a monthly basis for all specified equipment as determined by OWNER. Such reports shall be provided to key managers as specified. Information contained in these reports will include but is not limited to PM, repairs needed etc.
2. PROPOSER shall perform quarterly reviews comprised of the data from the monthly dashboard reports with a designated management team of OWNER.
3. Field Service Reports (FSR) must be provided for every service call/transaction. PROPOSER may use their standard FSR, however, the following information must be provided as a minimum: date of incident, description of reported problem, equipment identification, service technician identification, labor hours, detailed description of service provided including what was found and what was done, part number, description, evidence of equipment check-out with and turn-over of the equipment to the operator, service technician signature and date.

4. PROPOSER will obtain the purchase order number from the Purchasing Department, if and when needed, for billable service calls.
5. Reference to OWNER a purchase order must be included on all billable FSR's and invoices.
6. All invoices for billable service events must be submitted within 60 days of the completion of the service call or the service will be considered as covered by the agreement.
7. Failure to comply with documentation/service records procedures could result in non-payment of the service event.

E. Loaner Equipment: All work should be completed onsite. However, if repairs on high-end diagnostic imaging equipment surpass five (5) days, loaner equipment shall be provided at the OWNER's expense.

F. Warranties/Guarantees: Contractor shall warrant their work, including parts and labor, for a minimum of 90 days.

G. Financials

1. All costs related to this program, including cost of management, technical personnel wages, tools and test equipment, supplies and repair costs and other direct expenses will be borne by the PROPOSER.
2. PROPOSER will negotiate and assume financial risk of service contract renewals (for all subcontracted equipment covered as part of this agreement), during the term of the agreement.

H. Performance Criteria

1. A quarterly evaluation of equipment will be required to determine the quantity of equipment that has been deleted or added to the existing amount.
2. A full equipment inventory will need to take place on a semi-annual basis with the results being reflected in the total inventory list.
3. A mutually agreed upon performance rating survey will be performed monthly addressing areas such as, but not limited to: response time, equipment turnaround time, down time and quality of work. This survey will include the Hospital campus, Quick Cares and clinics.

III. Term

The term of this agreement shall be for five (5) years with the option to extend for two (2) additional two-year period based on OWNER's discretion.

IV. Payment Terms

Net 90

V. Termination/Cancellation

OWNER may terminate this agreement with cause, after giving said party sixty (60) days notice to remedy the stated breach. If a remedy is not met, OWNER may terminate this agreement within ninety (90) days written notice. Service costs through the termination date will be prorated to coverage days. OWNER will pay the prorated amount for services through the termination date. The PROPOSER shall refund to OWNER the prorated amount on any prepaid amount.

VI. Compliance with the Owner’s Insurance Requirements

OWNER’s insurance requirements are included as **Exhibit D**. 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.

VII. 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, 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)

Exhibit B

Clinical Equipment List

See attached Excel Spreadsheet.

EXIHBIT C

Extended Service Contracts (ESC) to be Overseen by PROPOSER

Group 1: ESC(s) which directly contract with Clinical Engineering; costs are passed thru to OWNER

Equipment	Manufacturer
Automated Production Line	Abbott Diagnostics
Chemistry Analyzers	
Lab Analyzer	Beckman Coulter
Lab Incubators/Urine Analyzer	Beckman Dickinson
Hematology Analyzer	Siemens

Group 2: Discretionary ESC(s) currently directly contracted with Clinical Engineering; costs are not a pass thru to OWNER.

Equipment	Manufacturer
Anesthesia	Palo Verde Biomedical Consultants
Sterilizer	Advance Sterilization Products
Flexible Endoscope Washers	Steris Corporation

Group 3: ESC(s) which directly contract with OWNER.

Equipment	Manufacturer
CT Scanner	RM # 1
	Trauma
	RM # 2
MRI	Siemens
Nuc Medicine	Philips
Cath Labs	#2
	#3
	RM #5
Specials	Main
	Trauma
CR Readers	Fuji
Dialysis	DaVita

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				
		COMPANY LETTER A				
2. INSURED		COMPANY LETTER B				
INSURED'S NAME ADDRESS PHONE & FAX NUMBERS		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	\$
	<input type="checkbox"/> GARAGE LIABILITY				STATUTORY LIMITS	
	EXCESS LIABILITY				EACH ACCIDENT	\$
	<input type="checkbox"/> UMBRELLA FORM				DISEASEcPOLICY LIMIT	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				DISEASEcEACH EMPLOYEE	\$
5.	WORKER'S COMPENSATION				AGGREGATE \$	
	PROFESSIONAL LIABILITY					
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 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.

**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. 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

Exhibit E – Disclosure of Ownership

RFP No. 2011-11

Clinical Engineering Services

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

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

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.

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Temporary Staffing/Third-Party Equipment	ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99, 10/01, 4/07, 1/08
POLICY #: I-66	
AFFECTS: Organization wide	

PURPOSE:

To assure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy.

To ensure the priority utilization of contracted services, staffing and equipment

POLICY:

1. All entities providing UMC with personnel for temporary staffing must have a written contract that contains the terms and conditions required by this policy.
2. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
3. Contracts will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contract Management Department.
4. Contracts directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
5. The contract must be approved by the Chief Executive Officer prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

The contract must require the Contractor to meet and adhere to all qualifications and standards established by Hospital policies and procedures, by The Joint Commission and by all other applicable regulatory and/or credentialing entities with specific application to the service involved in the contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws, Allied Health, the contract must provide that the contracted individuals applicable education, training, and licensure be appropriate for his or her assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

Records concerning the contracted individual shall be maintained by Hospital's Department of Human Resources (HR) and the clinical department directly impacted by the services provided under the contract. Human Resources will provide Employee Health and Employee Education with an on going list of these individuals and department in which they work.

Laboratory Services

All reference and contracted laboratory services must meet the applicable federal regulations for clinical laboratories and maintain evidence of the same.

Healthcare Providers

In the event a service agency employs or contracts with an individual who is subject to the Medical and Dental Staff Bylaws, or the Allied Health Providers Manual, the contract must provide that the assigned individual's applicable education, training, and licensure by appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

Clinical Care Services

The contractor may employ such allied health providers as it determines necessary to perform its obligations under the contract. For each such allied health provider, the contract must provide that the contractor shall be responsible for furnishing Hospital with evidence of the following:

1. The contractor maintains a written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification, or registration, as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services, and responsibilities.
2. The contractor has completed a pre-employment drug screen and a background check with UMC's contracted background check Vendor. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If there is a felony conviction found during the background check, UMC's HR department will review and approve or deny the Allied Health Practitioner access to the UMC Campus. University Medical Center will be given authorization to verify results on line by the contractor.
3. Double TB Skin Testing of the individual and, for individuals in Exposure Categories I and II, has offered the individual the option of receiving Hepatitis B vaccine or a signed declination if refused. Chicken Pox status must be established by either a history of chicken pox, a serology showing positive antibodies or proof of varivax and other required testing. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide authorization to University Medical Center to audit these files upon request.
4. The contractor has completed a competency assessment of the individual, which is performed upon hire, at the time initial service is provided, when there is a change in either job performance or job requirements, and on an annual basis.
 - Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, by The Joint Commission and by all other applicable regulatory and/or credentialing entities with specific application to the service involved in the contract.
 - Competency assessments of allied health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
 - Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies, and skills.
 - Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of Human Resources.
 - The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual's:
 - a. Knowledge and ability required to perform the written job description;
 - b. Ability to effectively and safely use equipment;
 - c. Knowledge of infection control procedures;
 - d. Knowledge of patient age-specific needs;
 - e. Knowledge of safety procedures; and

- f. Knowledge of emergency procedures.
5. The contractor has conducted an orientation process to familiarize allied health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
6. The contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.
7. The contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services provided by the contractor's contract.
8. The contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's allied health providers;
 - b. The patterns and trends relating to the contractor's use of allied health providers; and
9. The contractor ensures that each allied health provider has acquired an identification badge from Hospital's Department of Human Resources before commencing services at Hospital's facilities. The contractor also ensures that the badge is returned to HR upon termination of service at the Hospital.
10. The contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an allied health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. The supervising department will complete an exit review form and submit to Human Resources for the individual's personnel file.

EQUIPMENT

In the event Hospital contracts for equipment services, documentation of a current, accurate and separate inventory equipment list must be required by the contract and be included in Hospital's medical equipment management program.

All equipment brought into UMC by service contractor is required to meet the following criteria:

1. All equipment must have an electrical safety check which meets the requirements of Hospital's Clinical Engineering Department.
2. A schedule for ongoing monitoring and evaluation of the equipment must be established and submitted to Hospital's Clinical Engineering Department.
3. Monitoring and evaluation will include:
 - a. Preventive maintenance;
 - b. Identification and recordation of equipment management problems;
 - c. Identification and recordation of equipment failures; and
 - d. Identification and recordation of user errors and abuse.
4. The results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's Department of Clinical Engineering.

The contractor must present information on each contractor providing medical equipment to assure UMC that the users of the equipment are able to demonstrate or describe:

1. Capabilities, limitations, and special applications of the equipment;
2. Operating and safety procedures for equipment use;

3. Emergency procedures in the event of equipment failure; and
4. Processes for reporting equipment management problems, failures and user errors.

The contractor must provide the following on each contractor providing medical equipment to assure that the technicians maintaining and/or repairing the equipment can demonstrate or describe:

1. Knowledge and skills necessary to perform maintenance responsibilities; and
2. Processes for reporting equipment management problems, failures and user errors.

MONITORING:

The contractor will provide reports of performance improvement activities at defined intervals.

A contractor providing direct patient care will collaborate, as applicable, with Hospital's Performance Improvement Department regarding Improvement Organization Performance (IOP) activities.

Process for Allied Health Provider working at UMC Hospital Campus

- A. All Allied Health Provider personnel from outside contractors monitored by Human Resources (Non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:

- Copy of the contract
- Copy of the Contractor's liability insurance
- Job description and resume
- Copy of current Driver's License **OR** One 2x2 photo taken within 2 years
- Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
- Current license verification/primary source verifications
- Specialty Certifications
- Competency Statement/Skills Checklist (Contractor's and UMC's)
- Annual Performance Evaluations
- UMC Department Specific Orientation
- Attestation form/letter from Contractor completed for medical clearances
- Director/Manager approval sign off
- Completion of Non-Employee specific orientation, RN orientation

- B. Following documents can be maintained at the Contractor's Office:

- Medical Information to include: History and Physical (H&P), Annual Tuberculosis (TB)/health clearance test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver Chicken Pox questionnaire, Health Card, Drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one page medical attestation form provided by University Medical Center.
- Attestation form must be signed by the employee and the contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to the Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be approved to Orientation, receive identification badge and IS security.
- Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

Non-Employee Orientation – To be provided by Employee Education Department

- Non-Employee orientation must occur prior to any utilization of contracted personnel.
- Orientation may be accomplished by attendance at non-employee orientation; or by completion of the "Agency Orientation Manual" if scheduled by the Education Department.
- Nurses must complete the RN orientation manual before working if Per Diem and within one week of hire if a traveler.
- Each contracted personnel will have a unit orientation upon presenting to a new area. This must be documented and sent to Employee Education. Components such as the PYXIS tutorial and competency, Patient Safety Net (PSN), Information Technology Services (IS), Glucose monitoring as appropriate and any other elements specific to the position or department.

Performance Guidelines

All Contractor personnel:

- Will arrive at their assigned duty station at the start of the shift. Tardiness will be documented on evaluation.
- Will complete UMC incident reports and/or medication error reports when appropriate using the PSN. The Contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify the Agency when their employees are known to have been exposed to any communicable diseases.

Assignment Guidelines

All agency personnel:

- a. Will be assigned duties by the Physicians, Department Manager, Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
- b. Will administer care utilizing the standards of care established and accepted by UMC.
- c. Be responsible to initiate update or give input to the plan of care on their assigned patients,
 1. As defined in job description.
- d. Will not obtain blood from the lab unless they have been trained by the unit/department to do so.
 1. This training must be documented and sent to Employee Education.
- e. Will administer narcotics as appropriate to position and scope of practice.

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: _____

Date: _____

Date: _____