

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP No.: 2011-14
Inpatient Sleep Study

University Medical Center of Southern Nevada

CONFIRMATION FORM for RECEIPT OF RFP NO. 2011-14 Inpatient Sleep Study

If you are interested in this invitation, immediately upon receipt please fax this confirmation form to the 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 mailed to you.

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2011-14

DESCRIPTION: INPATIENT SLEEP STUDY

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

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) 207-2609
Or EMAIL TO: robert.maher@umcsn.com
TYPE or PRINT CLEARLY

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2011-14

Inpatient Sleep Study

UMC is looking to identify superior proposers that can provide inpatient sleep study services. The objective of this contract will be to provide doctors with the ability to order sleep studies and have them conducted while the patient is admitted to the hospital without being transported to a sleep study facility.

The RFP package is available as follows:

- Pick up - University Medical Center, Contracts Management Office, 800 Rose Street, Suite 408, Las Vegas, Nevada 89106.
- By Electronic Mail or Mail – Please email a request to Contracts Management at Robert.maher@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8846.
- Internet – Visit the Clark County website at www.clarkcountynv.gov/purchasing. Click on “Current Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

A Pre-Proposal Conference will be held on **August 9th, 2011** at **9:30 a.m.**, at 800 Rose St, Las Vegas, 4th Floor Conference Room H.

Proposals will be accepted at the University Medical Center address specified above on, or before, **August 26th, 2011** at 2:00 p.m., based on the time clock at the UMC Contracts Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
July 31, 2011

GENERAL CONDITIONS
RFP NO. 2011-14
Inpatient Sleep Study

1. TERMS

The term "OWNER" or "UMC", 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 for an Inpatient Sleep Study Service.

3. SCOPE OF PROJECT

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county-owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450, with over 500 beds, a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center and 10 urgent care clinics.

Purpose

The purpose of this RFP is to identify superior PROPOSER(s) that can provide an Inpatient Sleep Study Service at UMC. The service will be to provide a turn-key sleep study service at the patient's room. By having this service in house, it will prevent the need to transport patients causing undue stress and time.

Expectations of Business Partner

UMC strives to provide exemplary service to its patients. UMC 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 Rob Maher, telephone number (702) 207-8846. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Rob Maher, Contracts Management, robert.maher@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	31 July 2011
Pre proposal conference	9 August 2011
Final Date to Submit Questions	12 August 2011
Last Day for Addendums	16 August 2011
RFP Responses Due (2:00 pm)	26 August 2011
RFP Evaluations	August/September 2011
Finalists Selection	September 2011
Finalists Oral Presentations (if required)	September 2011
Final Selection & Contract Negotiations	September/October 2011
Award & Approval of the Final Contract	October 2011

7. METHOD OF EVALUATION AND AWARD

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

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

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER may enter into an exclusive contract for each proposal that is accepted. Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate policies and procedures for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER(S) and present the contract(s) to the BCC for approval. A sample contract is attached hereto and incorporated by reference herein as **Exhibit I**.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 30 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. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred or required.

PROPOSER shall submit one (1) paper copy, clearly labeled original and one (1) copy in electronic format of their proposal. The electronic media shall be in the form of a CD that contains the entire proposal in .PDF or Word format of the entire proposal. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

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 OR EMAILED PROPOSALS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.**

The following are detailed delivery/mailling instructions for proposals:

Hand Delivery

University Medical Center
Contracts Management
Trauma Center Building
800 Rose Street, Suite 408
Las Vegas, Nevada 89106

RFP No. 2011-14
Inpatient Sleep Study

U.S. Mail Delivery

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

RFP No. 2011-14
Inpatient Sleep Study

Express Delivery

University Medical Center
Contracts Management
800 Rose Street, Suite 408
Las Vegas, Nevada 89106

RFP No. 2011-14
Inpatient Sleep Study

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

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped no later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

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 OWNER's representative in writing. 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 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 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 representative. 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 representative.

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract.

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

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

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

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

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

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

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.820 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

A sample of OWNER's Standard Contract is attached. Any proposed modifications to the terms and conditions of the Standard Contract are subject to review and approval by the Clark County District Attorney's Office.

18. EVALUATION CRITERIA

Proposals should contain the following information:

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 and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Agreement or that could materially affect Owner's decision.
4. Provide financial statements that reflect PROPOSOR's financial ability to complete this project. (Proposers that fail to provide financial information may be deemed non-responsive).
5. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
6. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal. **(Exhibit D & E)**
7. List organization's employee demographics including:
 - a. Total number of employees
 - b. Total number of women employed
 - c. Total number of minorities employed
 - d. Total number of bilingual employees, indicate language(s) spoken
 - e. Total number of employees located in Clark County, Nevada

B. Experience

Include a brief resume of all similar and relevant services your firm has performed for the past 3-5 years. Each project listed shall include the hospital name, contact name, phone number and email address of a contact person for the project for review purposes. This section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints in the listed projects. All firms are encouraged to indicate their experience of performing related work within the State of Nevada.

C. Project Information

1. Requirements

- a) Submit a comprehensive Contractor's Statement of Work detailing the methods and processes in order to comply with each area of the Scope of Project (Exhibit A).
- b) Include a performance plan designed to meet demand while maintaining a high level of professionalism.
 - 1) PROPOSER's concept of the project including the methodology to be used and the major deliverables to be produced.
 - 2) Any assumptions.
 - 3) Any constraints.
 - 4) Detail and explain the proposed schedule (work plan) including tasks, milestones, dates for completion, OWNER and PROPOSER resource assignments, critical path and OWNER's review cycles.
- c) Describe the portable equipment you have, the age of the equipment, frequency of "in repair" and duration, anticipated upgrade date for each piece.
- d) Discuss how your equipment will interfaces with UMC's systems to include wireless.
- e) What IT security measures are in place with your equipment?
- f) Provide resumes and certifications of staff and employees that are anticipated to work on this contract. Include alternates in case of illness or vacation time.

g) Describe your experiences in conducting sleep studies and the primary method of treatment.

D. Fee

Please set forth your proposed fee schedule for the project/deliverables as described in your proposal and Scope of Project. Complete and submit **Exhibit B** (Cost schedule) with your proposal.

E. Other

Other factors PROPOSER determines appropriate which would indicate to OWNER that PROPOSER has the necessary capability, competence, and performance record to accomplish the project in a timely and cost-effective manner.

19. Attachments

Attachment #	Attachment Name	Number of Pages
Exhibit A	Scope of Project	2
Exhibit B	Cost/Price Schedule	1
Exhibit C	Insurance Information	3
Exhibit D	Disclosure (Owner)	4
Exhibit E	Disclosure (Supplier)	2
Exhibit F	IT Requirements	2
Exhibit G	I-66 Policy	4
Exhibit H	Business Associate Agreement	4
Exhibit I	Terms	1
Exhibit J	Sample Contract	10

Exhibit A

INPATIENT SLEEP STUDY

Scope of Project

1.0 Objective: The objective of this RFP is to provide OWNER with a means of having a sleep study accomplished on an admitted patient. By having this service conducted on campus it will prevent the need to transport patients to another clinic.

2.0 Requirements

2.1 Requirement Overview: OWNER's requirement is for a contractor to provide on campus Polysomnography services. This on-call service is to be accomplished within 24 hours notice provided from OWNER. Services will include all the equipment, materials and manpower to complete the study, evaluations, and reports.

2.2 Formal Polysomnography Studies shall

- 2.2.1 Perform "Full-Night" Polysomnography Studies
- 2.2.2 CPAP Titration and MSLT Diagnostic, if required
- 2.2.3 Sleep Staging
 - 2.2.3.1 One (1) channel electroencephalogram (EEG)
 - 2.2.3.2 Two (2) channels of electrooccipitalgram (EOF)
 - 2.2.3.3 One (1) channel of electromyogram (EMG)
- 2.2.4 Continuous recording of four (4) or more additional parameters of sleep, including at least Airflow, oximetry, electrocardiogram (EKG), and EMG.
- 2.2.5 Continuous attendance by a technologist working under supervision of a Registered Polysomnography Technologist (RPsgT)
- 2.2.6 All scoring shall be performed by an experienced Polysomnography technologist or RPsgT
- 2.2.7 Written policies, procedures and guidelines defining the responses to findings disclosed during testing requiring medical evaluation and treatment, including the use of oxygen, and "Split-Night: Protocols"
- 2.2.8 Perform at least six (6) hours of recording per test

2.3 Qualifications

- 2.3.1 All personnel providing direct care services shall have appropriate identification and training commensurate to their position. All certifications shall be kept on file with UMCSN (see **Exhibit G**, I-66 Policy).
 - 2.3.1.1 Doctor shall be accredited by American Academy of Sleep Medicine (AASM) and meet Joint Commission (JC) requirements.
 - 2.3.1.2 Techs shall be Registered Polysomnographic Technologists (RPsgT) or registry eligible.
 - 2.3.1.3 All personnel in direct contact with the patient shall be certified in Basic Life Support (American Heart Association (AHA) preferred).

2.4 Deliverables:

- 2.4.1 Polysomnography Reports: The contractor shall provide the requesting physician with a complete report that contains the following information. (This list is not all inclusive)
 - 2.4.1.1 Patient Information
 - 2.4.1.2 Diagnostic reports
 - 2.4.1.3 Date of testing
 - 2.4.1.4 Amount of total recording and amount of sleep recording
 - 2.4.1.5 Sleep Staging
 - 2.4.1.6 Arousals
 - 2.4.1.7 Apneas
 - 2.4.1.8 Hyponeas
 - 2.4.1.9 Limb movements
 - 2.4.1.10 SpO2
 - 2.4.1.11 Cardiac Rhythm

- 2.4.1.12 EEG, ECG findings
- 2.4.1.13 CPAP titration or oxygen administration with flow or pressure and mode
- 2.4.1.14 Orders/recommendations for treatment and follow-up care
- 2.4.1.15 Any other information that could be useful to the physician

2.4.2 Quarterly Reports: one (1) copy to designated Hospital Staff, one (1) copy to Contracts Management Dept)

2.4.2.1 Number of studies completed within the month

2.4.2.2 Quality Improvements Reports

2.4.2.2.1 Patient Satisfaction data will be collected and tabulated

2.4.2.2.2 Compliance Information

2.4.2.2.3 Patient Safety Reports

2.5 Progress Meetings

2.5.1 Only as required, the contractor shall meet with the Hospital staff to review the progress of the program and to initiate process improvements.

3.0 OWNER's Requirements

3.1 Will provide the contractor with all pertinent patient information to include but not limiting to patient's current medication, history, physical finding and diagnostic tests.

4.0 Equipment/Property

4.1 The contractor is required to supply all equipment and material necessary to accomplish the study.

4.2 Equipment shall be in good condition.

4.3 Equipment shall not be kept in the hospital in between patients.

5.0 Furnished Materials: OWNER will not furnish any materials for this contract.

6.0 Regulations and Policies

6.1 The contractor shall adhere to all UMCSN, Federal, State, County, and Joint Commission regulations and policies.

7.0 History

7.1 Over the last three (3) years there has been an average of 89 sleep studies per year conducted. This is just a rough estimate for planning purposes. Actual numbers will be determined on doctor's orders.

Exhibit B
Price Schedule

(May be modified to fit proposed price structure)

Line Item	Unit of Issue	Quantity	Unit Price	Extended Price
	Total			
	Contract Total			

Exhibit C

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.

CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

1. PRODUCER

INSURANCE BROKER'S NAME
ADDRESS
PHONE & FAX NUMBERS

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.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

2. INSURED

INSURED'S NAME
ADDRESS
PHONE & FAX NUMBERS

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)
<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS					EACH OCCURRENCE \$
<input type="checkbox"/> NON-OWNED AUTOS					AGGREGATE \$
5.	EXCESS LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> UMBRELLA FORM				EACH ACCIDENT \$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				DISEASE-POLICY LIMIT \$
5.	WORKER'S COMPENSATION				DISEASE-EACH EMPLOYEE \$
	PROFESSIONAL LIABILITY				AGGREGATE \$

6. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT

7. CERTIFICATE HOLDER

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
1800 WEST CHARLESTON BOULEVARD
LAS VEGAS, NV 89102
The Certificate Holder is named as an additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

8. APPOINTED AGENT SIGNATURE

INSURER LICENSE NUMBER _____
ISSUED BY STATE OF _____

Exhibit D

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 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

Title

Print Name

Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

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

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

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Exhibit E

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Suppliers)

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

Definition

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

Key Definitions

“Material financial interest” means

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

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

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

DISCLOSURE OF RELATIONSHIP (Suppliers)

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

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

Yes No (If yes, complete following.)

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

(Use additional sheets as necessary)

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

Yes No (If yes, complete following.)

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

(Use additional sheets as necessary)

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

Signature

Print Name

Title

Date

For UMC Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

Exhibit F

UMC IT Requirements for Technology Implementations July 2011

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 IT 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 IT 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 IT 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.

Exhibit G

SUBJECT: Contracted Non Employees / Allied Health Non Credentialed / Dependent Allied Health / Temporary Staff / Third Party Equipment	
EFFECTIVE: 9/96	REVISED: 6/11; 1/08; 4/07; 10/01; 6/99
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; and, to ensure the priority utilization of contracted services, staffing and equipment.

POLICY:

1. All entities providing UMC with personnel for temporary staffing and Allied Health Providers must have a written contract that contains the terms and conditions required by this policy. Dependent Allied providers working with credentialed physicians without a contract must also abide by the policy.
2. All Credentialed Physicians, Physician Assistants, Nurse Practitioners and other credentialed Allied Health personnel will abide by the policies and procedures as set by the Medical Staff Bylaws.
3. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
4. Contract(s) will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contracts Management Department.
5. Contract(s) directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
6. Contract(s) must be approved by the Chief Executive Officer or applicable board prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures; The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training, and licensure be appropriate for the 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. HR will provide Employee Health and Employee Education information with an on going list of these individuals and the 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 individual's applicable education, training, and licensure appropriate for his or her assigned responsibilities. The assigned individual must have an appropriate National Provider Identifier (NPI).

Clinical Care Services

Contractor may employ such Allied Health providers as it determines necessary to perform its obligations under the contract. For each such Allied Health provider, contractor shall be responsible for furnishing Hospital with evidence of the following:

1. 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. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.
3. Physical examination or certification from a licensed physician stating good health.
4. Current (within the last 12 months) negative TB skin test or blood test, or for past positive individual's a sign and symptom review and Chest X-ray if any documented positive signs and symptoms.
5. For individuals exposed to Blood and body fluids; Hepatitis B series, a titer showing immunity or a signed declination statement if vaccine refused. UMC will provide form for declination as needed.
6. A history of chicken pox, a titer showing immunity, or proof of 2 varivax vaccinations.
7. Measles, mumps and rubella titers showing immunity, or proof of 2 MMR vaccines
8. Current Influenza and Tdap vaccine. Influenza vaccine required between October 1st and March 31st.
9. Any staff with a medical reason for refusing a vaccination must sign declination.
10. 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.
11. Measles/Mumps/Rubella Immunizations or adequate titers. 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 UMC authorization to audit these files upon request.
12. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements, and (4) on an annual basis.
 - a. Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission, and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
 - b. 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.
 - c. Competency assessments must include an objective, measurable system, and be used periodically to evaluate job performance, current competencies, and skills.
 - d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of HR.
 - e. The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual's:
 - i. Knowledge and ability required to perform the written job description;
 - ii. Ability to effectively and safely use equipment;
 - iii. Knowledge of infection control procedures;
 - iv. Knowledge of patient age-specific needs;
 - v. Knowledge of safety procedures; and
 - vi. Knowledge of emergency procedures.
13. 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.
14. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.
15. 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.
16. Contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's allied health providers that meets UMC standards; and
 - b. The patterns and trends relating to the contractor's use of allied health providers.

17. 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; and, ensures badge is returned to HR upon termination of service.
18. 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 HR for individual's personnel file.

Non Clinical Short Term Temporary Personnel

Non clinical short term personnel on site for construction, remodeling or new project implementation purposes will abide by Hospital's I-179 Vendor Roles and Responsibilities and/or Engineering Department processes. This process is applicable to anyone that is on property ninety (90) days or less.

EQUIPMENT:

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

1. All equipment brought into UMC is required to meet the following criteria:
 - a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering Department.
 - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering Department.
 - c. Monitoring and evaluation will include:
 - i. Preventive maintenance;
 - ii. Identification and recordation of equipment management problems;
 - iii. Identification and recordation of equipment failures; and
 - iv. Identification and recordation of user errors and abuse.
 - d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's Department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment is able to demonstrate or describe:
 - a. Capabilities, limitations, and special applications of the equipment;
 - b. Operating and safety procedures for equipment use;
 - c. Emergency procedures in the event of equipment failure; and
 - d. Processes for reporting equipment management problems, failures and user errors.
3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
 - a. Knowledge and skills necessary to perform maintenance responsibilities; and
 - b. 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

1. All Allied Health and Dependent Allied Health Provider personnel from outside contractors monitored by HR (non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - a. Copy of contract
 - b. Copy of Contractor's liability insurance (general and professional)
 - c. Job description
 - d. Resume
 - e. Copy of current Driver's License **OR** One 2x2 photo taken within 2 years

- f. Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
 - g. Current license verification/primary source verifications
 - h. Competency Statement/Skills Checklist (Contractor's and UMC's)
 - i. Annual Performance Evaluation(s)
 - j. UMC Department Specific Orientation
 - k. Attestation form/letter from Contractor completed for medical clearances
 - l. Completion of Non-Employee specific orientation
2. The following documents may be maintained at Contractor's Office:
- a. Medical Information to include: History and Physical (H&P), Physical examination or certification from a licensed physician that a person is in a state of good health, (Clinical Personnel) Annual Tuberculosis (TB)/health clearance test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver, Measles/Mumps/Rubella Immunizations or adequate titers, Chicken Pox questionnaire, Drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one (1) page medical attestation form provided by UMC.
 - b. Attestation form must be signed by the employee and contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be scheduled to attend orientation, receive an identification badge, and IT security access.
 - c. 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 – Provided by the Employee Education Department

- 1. Non-Employee orientation must occur prior to any utilization of contracted personnel.
- 2. Orientation may be accomplished by attendance at non-employee orientation; or, by completion of the "Agency Orientation Manual" if scheduled by the Education Department.
- 3. Nurses must complete the RN orientation manual before working if Per Diem and within one week of hire if a traveler. RN orientation will be scheduled by the appropriate responsible UMC Manager.
- 4. 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 (IT), Glucose monitoring as appropriate and any other elements specific to the position or department.

Contractor Personnel Performance Guidelines

- 1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.
- 2. Complete UMC incident reports and/or medication error reports when appropriately 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 Agency when an employee(s) is known to have been exposed to any communicable diseases.

Agency Personnel Assignment Guidelines

- 1. Duties will be assigned by the Physicians, Department Manager, Charge Nurse/Supervisor that matches their skill level as defined on the competency checklist.
- 2. Administer care utilizing the standards of care established and accepted by UMC.
- 3. Be responsible to initiate update or give input to the plan of care on their assigned patients as defined in job description.
- 4. Will not obtain blood from the lab unless properly trained by the unit/department to do so. Training must be documented and sent to Employee Education department.
- 5. Administer narcotics as appropriate to position and scope of practice.

Exhibit H

Business Associate Agreement

This Agreement is made effective the ____ of _____, 20____, 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: _____

Printed Name

Printed Name

Chief Executive Officer
Title

Title

Address

City/State/Zip

Exhibit I

Contract Terms and Requirements

A. Term

- a. The term of this agreement shall be for three (3) years with the option to extend for two (2), one (1) additional year based on OWNER's discretion. If exercised the total duration of the contract shall be five (5) years.

B. Payment Terms

- a. Net 90

C. Termination/Cancellation

- a. OWNER may terminate this agreement with cause, after giving said party thirty (30) days notice to remedy the stated breach. If a remedy is not met, OWNER may terminate this agreement within thirty (30) 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.

D. Compliance with the Owner's Insurance Requirements

- a. OWNER's insurance requirements are included as **Exhibit C**. 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.

E. 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 J

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

CONTRACT FOR
Inpatient Sleep Study Services

Contract with:

Business Name: _____

Business Address: _____

Office Phone: _____
Office Fax: _____

Authorized Representative: _____
Title: _____
Phone: _____
E-mail: _____

Company's Designee: _____
Title: _____
Phone: _____
E-mail: _____

CONTRACT FOR //Title//

This Contract is made and entered into this ____ day of _____ 2011, by and between UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA (hereinafter referred to as OWNER), and //PROVIDER//, for Inpatient Sleep Study Services (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, the //PROVIDER// has the personnel and resources necessary to accomplish the PROJECT within the required schedule and with a budget allowance not to exceed \$ _____ per year, including materials, supplies, equipment, maintenance, services, all travel, lodging, meals and miscellaneous expenses.

WHEREAS, the //PROVIDER// has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

NOW, THEREFORE, OWNER and //PROVIDER// agree as follows:

SECTION I: RESPONSIBILITY OF //PROVIDER//

- A. It is understood that in the performance of the services herein provided for, //PROVIDER// shall be, and is, an independent contractor, and is not an agent, representative or employee of OWNER and shall furnish such services in its own manner and method except as required by this Contract. Further, //PROVIDER// has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by //PROVIDER// in the performance of the services hereunder. //PROVIDER// shall be solely responsible for, and shall indemnify, defend and hold OWNER harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- B. In accordance with the Immigration Reform and Control Act of 1986, //PROVIDER// agrees that it will not employ unauthorized aliens in the performance of this Contract.
- C. //PROVIDER// acknowledges that OWNER has an obligation to ensure that public funds are not used to subsidize private discrimination. //PROVIDER// recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status, OWNER may declare the //PROVIDER// in breach of the Contract, terminate the Contract, and designate the //PROVIDER// as non-responsible.
- D. //PROVIDER// acknowledges that //PROVIDER// and any subcontractors, agents or employees employed by //PROVIDER// shall not, under any circumstances, be considered employees of OWNER, and that they shall not be entitled to any of the benefits or rights afforded employees of OWNER, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. OWNER will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of //PROVIDER// or any of its officers, employees or other agents.
- E. //PROVIDER// shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by //PROVIDER//, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, //PROVIDER// shall follow practices consistent with generally accepted professional and technical standards.
- F. It shall be the duty of //PROVIDER// to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. //PROVIDER// will not produce a work product which violates or infringes on any copyright or patent rights.

//PROVIDER// shall, without additional compensation, correct or revise any errors or omissions in its work products. Permitted or required approval by OWNER of any products or services furnished by //PROVIDER// shall not in any way relieve //PROVIDER// of responsibility for the professional and technical accuracy and adequacy of its work. OWNER's review, approval, acceptance, or payment for any of //PROVIDER//s services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and //PROVIDER// shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to OWNER caused by //PROVIDER//s performance or failures to perform under this Contract.

- G. //PROVIDER// has or will retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by OWNER.
- H. The rights and remedies of OWNER provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

SECTION II: RESPONSIBILITY OF OWNER

- A. The services performed by //PROVIDER// under this Contract shall be subject to review for compliance with the terms of this Contract by OWNER's representative, _____, _____, telephone number (702) ____-____ or his designee. OWNER's representative may delegate any or all of his responsibilities under this Contract to appropriate staff members, and shall so inform //PROVIDER// by written notice before the effective date of each such delegation.
- B. The review comments of OWNER's representative may be reported in writing as needed to //PROVIDER//. It is understood that OWNER's representative's review comments do not relieve //PROVIDER// from the responsibility for the professional and technical accuracy of all work delivered under this Contract.

SECTION III: SCOPE OF WORK

Services to be performed by the //PROVIDER// for the PROJECT shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. OWNER may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in //PROVIDER//s cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of //PROVIDER// for the adjustment under this clause must be submitted in writing within 30 calendar days from the date of receipt by //PROVIDER// of notification of change unless OWNER grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by //PROVIDER// shall be furnished without the written authorization of OWNER.

SECTION V: COMPENSATION AND TERMS OF PAYMENT

- A. OWNER agrees to pay //PROVIDER// for the performance of services described in the Scope of Work (**Exhibit A**) for the fixed fee amount of \$_____ per year (detailed in Exhibit B). OWNER's obligation to pay //PROVIDER// cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in **Exhibit A** must be completed by //PROVIDER// and it shall be //PROVIDER//s responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed for the said fixed fee.
- B. Payments

1. Payment of invoices will be made within 60 calendar days after receipt of an accurate invoice that has been reviewed and approved by OWNER's representative.
2. OWNER's representative shall notify //PROVIDER// in writing within 14 calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by OWNER and //PROVIDER//, payment will be made in accordance with paragraph C.1 above.
3. No penalty will be imposed on OWNER if OWNER fails to pay //PROVIDER// within 60 calendar days after receipt of a properly documented invoice, and OWNER will receive no discount for payment within that period.
4. In the event that legal action is taken by OWNER or //PROVIDER// based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to OWNER's available unencumbered budgeted appropriations for the PROJECT.
5. ALL payments shall be due within 60 calendar days after receipt of the invoice.
6. OWNER shall subtract from any payment made to //PROVIDER// all damages, costs and expenses caused by //PROVIDER//s negligence, resulting from or arising out of errors or omissions in //PROVIDER//s work products, which have not been previously paid to //PROVIDER//.
7. Invoices shall be submitted to University Medical Center of Southern Nevada, Attn: Fiscal Services, 1800 West Charleston Boulevard, Las Vegas, Nevada 89102

C. Owner's Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions, and shall limit OWNER's financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and OWNER's obligations under it shall be extinguished at the end of the fiscal year in which OWNER fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. OWNER's total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in OWNER's purchase order(s) to the //PROVIDER//.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by //PROVIDER//, without prior written approval of OWNER.

SECTION VII: MISCELLANEOUS PROVISIONS

A. Termination

1. This Contract may be terminated in whole or in part by either party in the event of substantial failure of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
2. This Contract may be terminated in whole or in part by OWNER for its convenience; but only after the //PROVIDER// is given:
 - a. not less than 10 calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with OWNER prior to termination.
3. If termination for default is effected by OWNER, OWNER will pay //PROVIDER// that portion of the compensation which has been earned as of the effective date of termination but:

- a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to //PROVIDER// at the time of termination may be adjusted to the extent of any additional costs occasioned to OWNER by reason of //PROVIDER//s default.
4. If termination is for OWNERs convenience, OWNER shall pay //PROVIDER// that portion of the compensation which has been earned as of the effective date of termination but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
 5. Upon receipt or delivery by //PROVIDER// of a termination notice, the //PROVIDER// shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to OWNERs representative, copies of all deliverables as provided in Section 1 paragraph I.
 6. If after termination for failure of //PROVIDER// to fulfill contractual obligations it is determined that //PROVIDER// has not so failed, the termination shall be deemed to have been effected for the convenience of OWNER.
 7. The rights and remedies of OWNER and //PROVIDER// provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
 8. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of //PROVIDER//s principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within //PROVIDER//s control.

B. Covenant Against Contingent Fees

//PROVIDER// warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, OWNER shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

C. Gratuities

1. OWNER may, by written notice to //PROVIDER//, terminate this Contract if it is found after notice and hearing by OWNER that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by //PROVIDER// or any agent or representative of //PROVIDER// to any officer or employee of OWNER with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in paragraph 1 hereof, OWNER shall be entitled:
 - a. to pursue the same remedies against //PROVIDER// as it could pursue in the event of a breach of this Contract by //PROVIDER//; and
 - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by OWNER) which shall be not less than 3 nor more than 10 times the costs incurred by //PROVIDER// in providing any such gratuities to any such officer or employee.
3. The rights and remedies of OWNER provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

D. Indemnity

//PROVIDER// does hereby agree to defend, indemnify, and hold harmless OWNER and the employees, officers and agents of OWNER from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of //PROVIDER// or the employees or agents of //PROVIDER// in the performance of this Contract.

E. Assignment

Any attempt by //PROVIDER// to assign or otherwise transfer any interest in this Contract without the prior written consent of OWNER shall be void.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Term of Contract

OWNER agrees to retain //PROVIDER// for the period of ____ (X) years with a ____ (X) year extension from the execution of this contract, subject to the provisions of Sections V and VII herein. During this period, //PROVIDER// agrees to provide services as required by OWNER within the scope of this Contract.

H. Confidential Treatment of Information

//PROVIDER// shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

I. ADA Requirements

All work performed or services rendered by //PROVIDER// shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

J. Non-Discrimination

Contractor hereunder shall be in compliance with all federal and state laws prohibiting discrimination on the basis of age, race, color, religion, sex, sexual orientation, national origin, gender identity or expression, disability, national origin, veteran status, or any other protected status.

K. Insurance

Provider shall carry Commercial General Liability and Automobile Liability Insurance, in the amount of no less than \$1,000,000 per occurrence, \$2,000,000 aggregate during the term of Agreement and shall provide proof of coverage upon request by Customer.

K. Notice

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO OWNER: Chief Executive Officer
University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102

TO //PROVIDER//: _____

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

OWNER:

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

By: _____
BRIAN BRANNMAN
Chief Executive Officer

//PROVIDER//:

//LEGAL NAME//

By: _____
//NAME//
TITLE

Exhibit A

INPATIENT SLEEP STUDY Scope of Project

1.0 Objective: The objective of this RFP is to provide OWNER with a means of having a sleep study accomplished on an admitted patient. By having this service conducted on campus it will prevent the need to transport patients to another clinic.

2.0 Requirements

2.1 Requirement Overview: OWNER's requirement is for a contractor to provide on campus Polysomnography services. This on-call service is to be accomplished within 24 hours notice provided from OWNER. Services will include all the equipment, materials and manpower to complete the study, evaluations, and reports.

2.2 Formal Polysomnography Studies shall

- 2.2.1 Perform "Full-Night" Polysomnography Studies
- 2.2.2 CPAP Titration and MSLT Diagnostic, if required
- 2.2.3 Sleep Staging
 - 2.2.3.1 One (1) channel electroencephalogram (EEG)
 - 2.2.3.2 Two (2) channels of electrooccipitalgram (EOF)
 - 2.2.3.3 One (1) channel of electromyogram (EMG)
- 2.2.4 Continuous recording of four (4) or more additional parameters of sleep, including at least Airflow, oximetry, electrocardiogram (EKG), and EMG.
- 2.2.5 Continuous attendance by a technologist working under supervision of a Registered Polysomnography Technologist (RPsgT)
- 2.2.6 All scoring shall be performed by an experienced Polysomnography technologist or RPsgT
- 2.2.7 Written policies, procedures and guidelines defining the responses to findings disclosed during testing requiring medical evaluation and treatment, including the use of oxygen, and "Split-Night: Protocols"
- 2.2.8 Perform at least six (6) hours of recording per test

2.3 Qualifications

- 2.3.1 All personnel providing direct care services shall have appropriate identification and training commensurate to their position. All certifications shall be kept on file with UMCSN (see **Exhibit G**, I-66 Policy).
 - 2.3.1.1 Doctor shall be accredited by American Academy of Sleep Medicine (AASM) and meet Joint Commission (JC) requirements.
 - 2.3.1.2 Techs shall be Registered Polysomnographic Technologists (RPsgT) or registry eligible.
 - 2.3.1.3 All personnel in direct contact with the patient shall be certified in Basic Life Support (American Heart Association (AHA) preferred).

2.4 Deliverables:

- 2.4.1 Polysomnography Reports: The contractor shall provide the requesting physician with a complete report that contains the following information. (This list is not all inclusive)
 - 2.4.1.1 Patient Information
 - 2.4.1.2 Diagnostic reports
 - 2.4.1.3 Date of testing
 - 2.4.1.4 Amount of total recording and amount of sleep recording
 - 2.4.1.5 Sleep Staging
 - 2.4.1.6 Arousals
 - 2.4.1.7 Apneas
 - 2.4.1.8 Hyponeas
 - 2.4.1.9 Limb movements
 - 2.4.1.10 SpO2
 - 2.4.1.11 Cardiac Rhythm
 - 2.4.1.12 EEG, ECG findings
 - 2.4.1.13 CPAP titration or oxygen administration with flow or pressure and mode
 - 2.4.1.14 Orders/recommendations for treatment and follow-up care
 - 2.4.1.15 Any other information that could be useful to the physician
- 2.4.2 Quarterly Reports: one (1) copy to designated Hospital Staff, one (1) copy to Contracts Management Dept)
 - 2.4.2.1 Number of studies completed within the month
 - 2.4.2.2 Quality Improvements Reports
 - 2.4.2.2.1 Patient Satisfaction data will be collected and tabulated

- 2.4.2.2.2 Compliance Information
- 2.4.2.2.3 Patient Safety Reports

2.5 Progress Meetings

- 2.5.1 Only as required, the contractor shall meet with the Hospital staff to review the progress of the program and to initiate process improvements.

3.0 OWNER's Requirements

- 3.1 Will provide the contractor with all pertinent patient information to include but not limiting to patient's current medication, history, physical finding and diagnostic tests.

4.0 Equipment/Property

- 4.1 The contractor is required to supply all equipment and material necessary to accomplish the study.
- 4.2 Equipment shall be in good condition.
- 4.3 Equipment shall not be kept in the hospital in between patients.

5.0 Furnished Materials: OWNER will not furnish any materials for this contract.

6.0 Regulations and Policies

- 6.1 The contractor shall adhere to all UMCSN, Federal, State, County, and Joint Commission regulations and policies.

7.0 History

- 7.1 Over the last three (3) years there has been an average of 89 sleep studies per year conducted. This is just a rough estimate for planning purposes. Actual numbers will be determined on doctor's orders.

Exhibit B
Price Schedule

(May be modified to fit proposed price structure)

Line Item	Unit of Issue	Quantity	Unit Price	Extended Price
	Total			
	Contract Total			