



CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2012-03
REFERENCE LABORATORY TESTING SERVICES

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

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2012-03

DESCRIPTION: REFERENCE LABORATORY TESTING SERVICES

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:
TYPE or PRINT CLEARLY

Company Name: _____

Company Address: _____

City / State / Zip: _____

Contact Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

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

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

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

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2012-03

REFERENCE LABORATORY
TESTING SERVICES

**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
REQUEST FOR PROPOSAL
RFP NO. 2012- 03
REFERENCE LABORATORY TESTING SERVICES**

University Medical Center of Southern Nevada (UMC) is soliciting proposals from qualified vendors to provide General Laboratory Testing, Molecular Testing and Histology/Anatomic Pathology.

The RFP package is available as follows:

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

A non-mandatory pre-proposal meeting will be held on Wednesday, March 14, 2012, at 10:00 a.m. in Conference Room H, 4th Floor, Trauma Building, 800 Rose St., Las Vegas, Nevada.

Proposals will be accepted at the University Medical Center address specified above on, or before, **Thursday, March 29, 2012 at 2:00:00 p.m.** Proposals are time-stamped upon receipt. Proposals timed stamped after 2:00:00 p.m. will be recorded as late, remain unopened, and be formally rejected.

PUBLISHED:
Las Vegas Review Journal
Sunday, March 4, 2012

**GENERAL CONDITIONS
RFP NO. 2012 - 03
REFERENCE LABORATORY TESTING SERVICES**

1. TERMS

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

2. INTENT

OWNER is soliciting proposals from qualified vendor(s) who can provide one (1), two (2), or all three (3) of the following Reference Laboratory Testing Services:

- a. General Laboratory testing;
- b. Molecular testing; and/or,
- c. Histology/Anatomic Pathology.

PROPOSER may submit an RFP response to one (1), two (2), or all three (3) of the sections referenced above. Each section will be reviewed independently.

3. SCOPE OF SERVICES

Background

University Medical Center of Southern Nevada, located in Las Vegas, Nevada, is a county owned, acute-care hospital, organized under Nevada Revised Statute Chapter 450. UMC is a 541 bed hospital, currently operating a Level 1 Trauma Center, a Level 2 Pediatric Trauma Center, an active Cardiology Program, Organ Transplant Program, Burn Care Center and a Level III Intensive Care Nursery. In addition, UMC operates ten (10) Quick Care facilities, nine (9) Primary Care facilities and six (6) Ambulatory patient clinics.

Purpose

See **Exhibit A**.

Expectations of Business Partner

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

4. DESIGNATED CONTACTS

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

5. CONTACT WITH OWNER DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	Sunday, March 4, 2012
Non Mandatory Pre-Proposal Meeting (10:00 am)	Wednesday, March 14, 2012
Final Date to Submit Questions	Monday, March 19, 2012
Last Day for Addendums	Thursday, March 22, 2012
RFP Responses Due (2:00:00 pm)	Thursday, March 29, 2012
RFP Evaluations	April 2012
Finalists Selection	May 2012
Finalists Oral Presentations (if necessary)	May 2012
Final Selection & Contract Negotiations	June 2012
Award & Approval of the Final Contract	July/August 2012

7. METHOD OF EVALUATION AND AWARD

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

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

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

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

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed **80 pages**. Other attachments may be included with no guarantee of review.

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

PROPOSER shall submit nine (9) copies of the proposal: one (1) labeled "Original" and (8) copies. It is requested that the proposals be 3-hole punched. **Additionally, PROPOSER shall submit 1 electronic copy in PDF or MS Word format on a CD. Also provide an electronic copy of each Pricing spreadsheet for which**

proposer is providing a proposal in MS Excel format (Please do NOT submit on a flash/thumb drive.)

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

The following are detailed delivery/mailling instructions for proposals:

<u>Hand Delivery</u>	<u>U.S. Mail Delivery</u>	<u>Express Delivery</u>
University Medical Center Contracts Management Trauma Center Building 800 Rose Street, Suite 408 Las Vegas, Nevada 89106	University Medical Center Contracts Management 1800 West Charleston Blvd Las Vegas, Nevada 89102	University Medical Center Contracts Management 800 Rose Street, Suite 408 Las Vegas, Nevada 89106
RFP No. 2012-03 Reference Laboratory	RFP No. 2012-03 Reference Laboratory	RFP No. 2012-03 Reference Laboratory

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

9. WITHDRAWAL OF PROPOSAL

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

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

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

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

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by OWNER may not be disclosed until the proposal is recommended for award of a contract. PROPOSER(S) are advised that once a proposal is received by OWNER, its contents will become a public record and nothing contained in the proposal will be deemed to be confidential except proprietary information. PROPOSER(S) shall not include any information in their proposal that is proprietary in nature or that they would not want to be released to the public. Proposals must contain sufficient information to be evaluated and a contract written without reference to any proprietary information.

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

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

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

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

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

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

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

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

17. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

1. Clark County Business License is Required if:
 - a. A business is physically located in unincorporated Clark County, Nevada.
 - b. The work to be performed is located in unincorporated Clark County, Nevada.
2. Register as a Limited Vendor Business Registration if:
 - a. A business is physically located outside of unincorporated Clark County, Nevada.
 - b. A business is physically located outside the state of Nevada.

The Clark County Department of Business License can answer any questions concerning determination of which requirement is applicable to your firm. It is located at the Clark County Government Center, 500 South Grand Central Parkway, 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)

18. EVALUATION CRITERIA

Proposal evaluation will be based upon your response to the questions asked below. Answers are to meet the requirements identified in the Scope of Services **Exhibit A. All questions are to be answered in the order they appear and be noted with the identifying letter and number.** If answers/documentation is lacking for any of the item(s) in a section below, it will be assumed the respondent is unable to fulfill the requirement for that particular item(s) or section(s) and may result in disqualification.

A. Organizational Information:

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number, address, and email address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.
4. PROPOSER(S) may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
5. List all firm demographics including:
 - a. Total number of employees;
 - b. Total number of women employed;
 - c. Total number of minorities employed; and
 - d. Total number of bilingual employees, indicate language(s) spoken.
6. PROPOSER must complete and submit the attached Disclosure of Ownership/Principals form with its proposal as included in **Exhibit C.**

7. PROPOSER must complete and submit the attached Disclosure of Relationship form with its proposal as included in **Exhibit D**.

B. Experience

1. Include a brief resume of all similar projects your firm has performed for the past 3-5 years. Each project listed shall include the name and phone number of a contact person for the project for review purposes. This section shall include documentation of PROPOSER's history of adherence to budget and schedule constraints. All firms are encouraged to indicate their experience of performing related work within the State of Nevada.
2. Provide a list of five (5) client references, preferably of similar size and complexity of OWNER. Include company name, key contact(s) name, contact phone number and contact email address.

C. Staff Qualifications and Availability

PROPOSER(S) need not indicate the actual names of employees when submitting resumes. Fictitious names or numbers may be used (e.g. employee #1). However, if selected as a finalist, PROPOSER(S) must disclose actual employee names matching the resumes submitted to OWNER upon verbal request to be used in performing background verifications. The successful PROPOSER(S) shall not change proposed project personnel for which a resume is submitted without OWNER approval.

1. Provide information concerning the education background, experience and professional resume of the person(s) who will be considered OWNER's Account Executive Representative. This representative shall be required to oversee and coordinate all the activities of the Referred Laboratory Testing Service and to promptly resolve any problems inherent thereto.
2. Provide information concerning the educational background, experience and professional resumes of those persons who would actually perform work on the project and the day-to-day operations. Identify if those persons presently reside in Clark County, Nevada or elsewhere. Indicate the present workload of the project staff to demonstrate their ability to devote sufficient time to meet the proposed schedule.

D. Proposed Solution:

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

E. General Information:

Questions that require PROPOSER to submit a “list” must complete such list using OWNER’s provided spreadsheet (**RFP 2012-03 General Conditions Section E. Gen Info with Tabs**) and the corresponding Tabs (E.1, E.2, E.3, etc). Do not deviate from format of OWNER’s recommended spreadsheet provided.

1. Provide a comprehensive list of any third party subcontractor laboratories that will be used; include copies of the most current licensure, to include: State of Nevada, CLIA, etc. Provide response on spreadsheet using **Tab E.1**. Please attach a copy of each CLIA license.
2. Provide details of the courier pick-up schedules and the specific routing of specimens to your test facilities. Provide response on spreadsheet using **Tab E.2**.
3. Provide a list of all panic and critical values with the associated procedures along with the timeline for the reporting of the panic/critical values. Provide response on spreadsheet using **Tab E.3**.
4. Provide information relating to approved reflex testing. Identify the initial test as well as the reflex test; and the additional charges that would be applied. Indicate the time frame and method for notification to OWNER regarding reflex test(s). Provide response on spreadsheet using **Tab E.4**.
5. Provide a comprehensive list of any test(s) that are considered non-discountable and indicate the reason the test(s) is not discountable. OWNER pricing is not expected to change if the referral laboratory changes the performing laboratory. Provide response on spreadsheet using **Tab E.5**.
6. Indicate the additional mark-up schedule for tests referred to a third party laboratory, if any.
7. Provide information relating to the guarantee of Turn-Around-Time (TAT). In the event that TATs do not meet the contractual expectations, indicate the discount that will be provided and/or applied to OWNER. TAT is defined as the time the referral laboratory courier picks up the specimen until the result is made available to OWNER’s laboratory.
8. Indicate the proposed discount and/or pricing structure for new tests or tests that are not listed on the proposed test list that may be added as required for the term of the agreement.

F. Technology:

1. Describe in detail your laboratory computer system.
2. Indicate future plans for laboratory computer system computer enhancements.
3. Present a service conversion timeline if you were chosen as the finalist. Currently, OWNER utilizes Cerner-HNAM version 2010.02.
4. Describe in detail a workable plan for referral laboratory results that may not cross an interface.
5. Define/describe any preprogrammed and/or recommended action or decision software rules.
6. Identify if the rules are housed in the instrument software or middleware.
7. Identify any third party entities that will be responsible for software support of the proposed system.
8. Provide the schedule of down-time with the reference laboratory computer system for the following periods:
 - a. Daily
 - b. Weekly

- c. Monthly
- 9. List all unscheduled computer down-time PROPOSER has experienced during the past (2) years. Provide details of each incident.

G. Document Samples and Reporting:

- 1. Briefly summarize your Quality Control Program.
- 2. Submit examples of the following reports:
 - a. Epidemiology report (Daily). Report format that will be acceptable to the Southern Nevada Health District. Electronic transmission is the preferred method. Respondents should indicate "N/A" for this category if responding to a single section of the RFP that would not involve a test that requires reporting to the local health department.
 - b. Test Utilization (Monthly).
 - c. Detailed Bill (Monthly).
 - d. Exception report (Monthly).
 - e. Turn-Around-Time reports (Monthly).
 - f. Cancelled test report must be available daily or on demand.
 - g. Billing Report (Daily). Report must indicate any reflex tests or add-on charges. The report must include; patient name, OWNER identification number (medical record number, accession number, etc.), date the specimen was collected, the amount of the charge, the test and CPT code of the reflex/add-on charge.

H. Fee:

The RFP financial spreadsheets (attached to this RFP as individual Excel spreadsheets) are divided into three (3) distinct categories: *a. General Laboratory Testing; b. Molecular Testing; and c. Histology/Anatomic Testing.* PROPOSER may submit a response to any one testing category or all three testing categories; however, **PROPOSER must be able to complete all test requirements in each category to be considered for that particular testing group.** Each testing category will be reviewed as a stand-alone section.

- 1. Please indicate which Testing Category PROPOSER shall be submitting:
 - a. *General Laboratory Testing;*
 - b. *Molecular Testing; and/or*
 - c. *Histology/Anatomic Testing.*
- 2. Submit pricing for one, two, or all three, of the following testing categories. Volumes associated with tests are estimated volumes, and are only given for the purpose of providing pricing.
 - a. General Laboratory testing (white & black header) see attached Excel spreadsheet
 - b. Molecular testing (blue header) see attached Excel spreadsheet
 - c. Histology/Anatomic Pathology (yellow header) see attached Excel spreadsheet

Please provide a print out of each spreadsheet with each response copy and original along with one (1) electronic copy of each spreadsheet attached to the original response. Please rename each spreadsheet as follows: (replace "companyname" with the name of your company)

companyname_RFP-2012-03_generaltestingpricing.xlsx, or

companyname_RFP-2012-03_moleculartestingpricing.xlsx, or
companyname_RFP-2012-03_histology-anatomictestingpricing.xlsx,

I. Value Adds:

1. Indicate in detail any value added programs that will be realized as a result of awarding this contract to your organization. Provide examples where possible.
2. List the equipment employed for back-up testing inclusive of Histology Tissue Processing for reference laboratories not located in the Las Vegas area. Indicate in detail the arrangement/partnership to accomplish this requirement.
3. In the event of a breakdown of OWNER's major analyzer or a catastrophic event, (community or otherwise), is PROPOSER capable to providing a contracted referral laboratory that will provide back-up testing for general laboratory tests and provide a supply depot locally?
4. Include any local staffing or representation to assist OWNER.

J. Contract:

Please attach a proposed contract for these services. The final contract will be subject to review and approval by the Clark County District Attorney's Office and the UMC Board of Hospital Trustees or Hospital Advisory Board.

Exhibit A
SCOPE OF SERVICES

A. Scope of Services

PROPOSER shall supply a range of Reference Laboratory Testing services to OWNER as defined below:

1. Cytology/Pap Smears
2. Chemistry
3. Cytogenetics
4. Endocrinology
5. Virology
6. Special Chemistry
7. Serology/Blood Bank
8. Toxicology: Routine and STAT
9. Special Hematology/Coagulation
10. Microbiology/Mycology
11. Immunology
12. Histology
13. Molecular
14. Miscellaneous Testing

B. PROPOSER Certification Requirements PROPOSER must have the following certifications:

1. Clinical Laboratory Improvement Act (CLIA)
2. Nevada State Licensure, or other state licensure as appropriate
3. College of American Pathologists (CAP)
4. Board Certified Pathologists in Clinical and Anatomic Pathology

C. General Requirements

1. Performance specifications will be evaluated by the PROPOSER annually. The PROPOSER will be required to provide documentation to OWNER as to how the performance specifications are met.
2. PROPOSER must supply a client service department available 24 hours a day, 7 days per week with a toll free number.
3. The comprehensive quality control plan must be available for review at the request of OWNER's Laboratory management for the duration of the contract.
4. Provide a minimum of five (5) courier pick-ups daily, seven (7) days per week. STAT courier service will be

provided twenty-four (24) hours per day at no additional cost.

5. All shipping expenses and security of all specimens will be the sole responsibility of PROPOSER to include shipping of specimens to a third party laboratory.
6. Provide, at no additional expense to OWNER, all laboratory supplies associated with specimen procurement and transport, such as, but not limited to the following: plastic vials, preservatives, request forms, specimens bags/containers and tubes.
7. The reference laboratory will retain specimens submitted by OWNER for analysis a minimum of seven (7) days to add further tests if necessary.
8. PROPOSER will allow OWNER to send directly to other reference laboratories at the specific request of a physician or agree to forward specimens directly to the specified laboratory. OWNER reserves the right to utilize said reference laboratories as required.
9. PROPOSER will provide shipping containers in accordance with Department of Transportation (DOT) guidelines for the transfer of specimens between facilities.
10. PROPOSER will present a written communication plan to ensure timely communication, regarding but not limited to; CPT changes and test/methodology changes, billing changes, etc. All changes must be communicated a minimum of forty-five (45) days prior to the change.
11. Any delays in patient testing (instrument down, backordered reagents, etc.) must be provided to OWNER as well as an estimated date as to when testing will resume.
12. PROPOSER shall ensure corrected reports must be made to the **original** report, and must carry through to all associated systems, including any on-line applications that OWNER may use to review results without regard to the age of the report.
13. PROPOSER shall provide a reference manual, or equivalent, to include test codes, test names, specimen requirements, dates tests performed, turnaround times, normal values, CPT Codes, and contract pricing.
14. PROPOSER shall provide a representative to oversee and coordinate all the activities of the Referred Laboratory Testing Service and to promptly resolve any problems inherent thereto. Representative will meet monthly with OWNER's Laboratory Department management. Meetings may be conducted more frequently at the discretion of OWNER.
15. A fee schedule must be provided at least bi-annually, detailing out the test name, test code, CPT code, CPT description, and client price per CPT code.
16. Volumes associated with tests are not guaranteed volumes and are only given for the purposes of providing financial quotes.

D. Performance Specifications:

1. Lost & Problem Specimens
 - a. PROPOSER shall provide daily reports to OWNER on lost or problem specimens and agrees to meet and discuss resolution of any recurring problems relating to such lost or problem specimens which are determined to be the contracted laboratories responsibility.
 - b. Timely notification of problem specimens must occur within 24 hours. This will allow OWNER to recollect or submit additional specimen for testing.

c. PROPOSER shall submit to OWNER a monthly consolidated report by the 15th of the following month.

2. Timely Notification of Tests Not Performed (TNP):

The allowable limit of TNP are five (5) specimens per month; amounts greater than five (5) specimens per month will be assessed a charge of \$25.00 each which shall be credited to OWNER's next billing statement. TNPs will be called to the OWNER, per established notification numbers, within 24 hours.

TNPs allowable conditions are as follows:

- a. Specimens lost after accessioning;
- b. Specimens compromised by breakage/leakage after accessioning;
- c. Specimens that cannot be tested due to contracted laboratory analytical error; and/or
- d. Specimens that cannot be tested due to contamination caused after accessioning.

3. Test Change Notification Timeliness:

- a. Provide OWNER at least 45 days advance notification of test changes that affect OWNER's interface systems in accordance with the specifications written in this proposal.
- b. Each non-compliant event will be assessed a charge of \$100.00 per event to be credited to OWNER's next billing statement.

4. Turn-Around-Time (TAT):

A TAT time report will be made available to OWNER by the 15th of the month to include the assays in the contract along with the top 25 tests. A minimum of 90% for the assay category is considered acceptable. If the assay category falls below 90%, a corrective action plan will be presented to OWNER. PROPOSER will have 60 days to correct the deficiency. A liquidated damage of 5% will be assessed for each patient test per assay category that does not meet the agreed upon TAT. TAT is defined as the time the referral laboratory courier picks up the specimen until the result is made available to OWNER's laboratory.

5. Metric Reports:

Provide client with the following reports with the frequency noted:

- a. Utilization: monthly by the 15th of the following month
- b. TNP: daily log and monthly by the 15th of the following month
- c. Lost & Problem Specimens: weekly by Friday at 2:00 pm
- d. Billing add-ons/reflex: daily
- e. Pap charges: daily

E. Technology

1. Microbiology results must be sent through a micro interface, not as a general laboratory result.
2. PROPOSER must be able to send add-on orders back through the interface to OWNER.
3. PROPOSER must have a test environment available.
4. Connectivity specifications include a site to site or ssl vpn configured to current industry standards.

5. PROPOSER shall provide a direct IT contact in addition to a 24 hour help desk hotline.
6. PROPOSER shall work with OWNER to provide for a fully functional bi-directional interface to OWNER's LIS system. OWNER currently utilizes Cerner Millennium.
7. If PROPOSER will be providing an actual system to be housed at UMC, PROPOSER shall provide all technical specifications for the server and workstation hardware. See **Exhibit E** for UMC Technology Requirements.

F. Payment Terms Net 90 days

G. Term The term will be for 3 years with two (2) one-year options to extend.

H. Compliance with the Owner's Insurance Requirements

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

I. Business Associate Agreement

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

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

CUSTOMER’S INSURANCE REQUIREMENTS

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

Format/Time: The Provider shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.

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

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

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

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

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

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

Workers' Compensation: The Provider shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a Provider that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the Provider has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

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

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

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

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

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

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

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

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

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

EXHIBIT C

INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

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

General Instructions

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

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed.

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

Nevada Business Enterprise (NBE):

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

Large Business Enterprise (LBE):

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

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

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

Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but has a local office in Nevada, enter the Nevada street address, telephone and fax numbers, and email of the local office.

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

For All Contracts –

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 3 for definition). If **YES**, complete the Disclosure of Relationship Form.

Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District.

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

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

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety. Include the name of business owner/principal, name of Clark County employee(s), public officer or official, relationship to Clark County employee(s), public officer or official, and the Clark County department where the Clark County employee, public officer or official, is employed.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, children, parent, in-laws or brothers/sisters, half-brothers/half-sister, grandchildren, grandparents, in-laws related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
 Yes No (If yes, please disclose on the attached Disclosure of Relationship form.)

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

Signature

Print Name

Title

Date

Exhibit C – Disclosure of Ownership

RFP No. 2012-03

Reference Laboratory Testing

List any disclosures below:

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE(S)	RELATIONSHIP TO COUNTY* EMPLOYEE	COUNTY 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)

**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.)

Table with 4 columns: Name of Person (self or family member), Name of Company, Describe the Compensation Arrangement, Dollar Value of Compensation. Rows 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.)

Table with 4 columns: Name of Person (self or family member), Name of Company, Business Position or Title, Dollar Value of Compensation (include meeting stipends and travel reimbursement). Rows 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 E

UMC Information Services Requirements for Technology Implementations

Database

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

Development

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

Configuration Management

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

Compliance

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

Network/Infrastructure

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

Systems and Operations

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

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

Project Management

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

Security

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

Training

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

Business Associate Agreement

This Agreement is made effective the ____ of ____, 2012, by and between **University Medical Center of Southern Nevada** (hereinafter referred to as “Covered Entity”), a county hospital duly organized pursuant to Chapter 450 of the Nevada Revised Statutes, with its principal place of business at 1800 West Charleston Boulevard, Las Vegas, Nevada, 89102, and _____, hereinafter referred to as “Business Associate”, (individually, a “Party” and collectively, the “Parties”).

WITNESSETH:

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

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of Health and Human Services issued regulations modifying 45 CFR Parts 160 and 164 (the “HIPAA Security and Privacy Rule”); and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), pursuant to Title XIII of Division A and Title IV of Division B, called the “Health Information Technology for Economic and Clinical Health” (“HITECH”) Act, provides modifications to the HIPAA Security and Privacy Rule (hereinafter, all references to the “HIPAA Security and Privacy Rule” are deemed to include all amendments to such rule contained in the HITECH Act and any accompanying regulations, and any other subsequently adopted amendments or regulations); and

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

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

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

I. **DEFINITIONS**

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

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

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

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

II. CONFIDENTIALITY AND SECURITY REQUIREMENTS

(a) Business Associate agrees:

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

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

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

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

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

its implementing regulations, comply with all applicable requirements of the Security Rule, contained in 45 CFR §§ 164.308, 164.310, 164.312 and 164.316, at such time as the requirements are applicable to Business Associate.

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

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

(A) the disclosure is required by law; or

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

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

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

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

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

III. AVAILABILITY OF PHI

Business Associate agrees to comply with any requests for restrictions on certain disclosures of Protected Health Information pursuant to Section 164.522 of the HIPAA Security and Privacy Rule to which Covered Entity has agreed and of which Business Associate is notified by Covered Entity. Business Associate agrees to make available Protected Health Information to the extent and in the manner required by Section 164.524 of the HIPAA Security and Privacy Rule. If Business Associate maintains Protected Health Information electronically, it agrees to make such Protected Health Information electronically available to the applicable individual. Business Associate agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Security and Privacy Rule. In addition, Business Associate agrees to make Protected Health Information available for purposes of accounting of disclosures, as required by Section 164.528 of the HIPAA Security and Privacy Rule and Section 13405(c)(3) of the HITECH Act. Business Associate and Covered Entity shall cooperate in providing any accounting required on a timely basis.

IV. TERMINATION

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

V. MISCELLANEOUS

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

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

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

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

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

COVERED ENTITY:

BUSINESS ASSOCIATE:

By: _____

By: _____

Title: _____

Title: _____