

University Medical Center of Southern Nevada

CONFIRMATION FORM for RECEIPT OF BID NO. 2012-20 Document Archiving and Scanning Services

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

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING BID DOCUMENT:

PROJECT NO.: BID NO. 2012-20

DESCRIPTION: Document Archiving and Scanning Services

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION: TYPE or PRINT CLEARLY

Company Name: _____

Company Address: _____

City / State / Zip: _____

Contact Name / Title: _____

Area Code / Phone Number: _____

Area Code / Fax Number: _____

Email Address: _____

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

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

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

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2012-20

DOCUMENT ARCHIVING AND
SCANNING SERVICES

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

INVITATION TO BID

BID NO. 2012-20 Document Archiving and Scanning Services

UMC is seeking bids for Document Archiving and Scanning Services.

The bid package is available as follows:

- Pick up – University Medical Center, 800 Rose Street, Suite 408, Las Vegas, Nevada, 89106.
- Electronic Mail or Mail – Please email request to Contracts Management at kristine.sy@umcsn.com specifying the Bid Number and description. Be sure to include your company name, contact name, mailing address, email, phone and fax numbers, or call (702) 383-2423.
- 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.

Non-Mandatory Pre-Bid Meeting on Monday, July 30, 2012 at 11:00 a.m. PST, Conference Room H.

Bids will be accepted at the University Medical Center address specified on Item #12, on or before **Friday, August 24, 2012 at 11:00:00 a.m. in Trauma Building, Suite 409 and opened immediately following in Conference Room H.** BIDS are time-stamped upon receipt. BIDS time-stamped after **11:00:00 a.m.** will be recorded as late, remain unopened, and be formally rejected.

PLEASE PUBLISH THE INFORMATION PROVIDED ABOVE THE LINE.

PUBLISHED:
Las Vegas Review Journal
Sunday, July 22, 2012

HELPFUL BID INFORMATION

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

INTERNET



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

PRE-BID CONFERENCE ATTENDANCE

WE WANT YOU!



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

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

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

NEED ASSISTANCE?



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

I – INSTRUCTION TO BIDDERS
BID NO. 2012-20
Document Archiving and Scanning Services

1. INTENT OF INVITATION

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

2. DEFINITIONS

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

- Q. **Purchase Order:** The formal authorization by UMC for vendor to provide goods or services to UMC. The formal Contract takes precedence over any conflicting terms and conditions contained in the purchase order.
- R. **Successful Bidder:** Bidder who is the lowest responsive, responsible or best Bidder, to whom the Governing Body or the Authorized Representative has authorized the award of the contract.

3. SCOPE OF SERVICES

Background

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

Purpose

The purpose of this bid is to identify superior Bidder(s) who can provide services to UMC for document archiving and scanning services.

Expectations of Business Partner

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

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

Bid Published in Las Vegas Review-Journal	Sunday, July 22, 2012
Non-Mandatory Pre-Bid Meeting (11:00 am PST)	Monday, July 30, 2012, Conference Room H
Final Date to Submit Questions	Friday, August 3, 2012
Last Day for Addendums	Wednesday, August 8, 2012
Bid Responses Due (11:00:00 am PST)	Friday, August 24, 2012
Estimated Award & Approval of the Final Contract	August/September

5. DESIGNATED CONTACT

UMC's Authorized Representative will be Kristine Sy, Contracts Management. All questions regarding this bid, including the selection process, must be directed to Kristine Sy at telephone number 702-383-2423, or email kristine.sy@umcsn.com.

6. CONTACT WITH UMC DURING BID PROCESS

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

7. ADDENDA AND INTERPRETATIONS

- A. If it becomes necessary to revise any part of the bid, a written addendum will be provided to all Bidder(s) in written form from UMC's designated contact. UMC is not bound by any specifications by UMC's employees, unless such clarification or change is provided to Bidder(s) in written addendum form from UMC's designated contact.
- B. Bidder(s) shall take no advantage of any apparent error or omission in the Bidding Documents. In the event Bidder(s) discover such an error or omission, they shall immediately notify UMC.

UMC will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bidding Documents through the issuance of an Addendum.

- C. Addenda shall be available via mail, certified mail, email, fax, online or pick up by all prospective Bidders.
- D. Prior to submission of the bid, Bidder shall ascertain that it has received all Addenda issued. Bidder shall acknowledge receipt of each Addendum by completing the acknowledgement space provided on the Bid Form. Failure to acknowledge receipt of all addenda and use the correct bid form as required may result in rejection of bid.

8. METHOD OF EVALUATION AND AWARD

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

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

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

9. DOCUMENT REVIEW

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

10. PREPARATION OF FORMS

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

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

11. BID DOCUMENTS NECESSARY FOR SUBMITTAL

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

12. SUBMITTAL REQUIREMENTS

All bids shall be on 8-1/2" x 11" paper, stapled and arranged in the order of Bid Form with requested attachments, Certificate of Insurance, Affidavit (if applicable) , Disclosure of Ownership/Principals Form, Disclosure of Relationship Form, Subcontractor Information, and Business Associate Agreement,

All bids must be submitted in a sealed envelope plainly marked with the name and address of Bidder and the bid number and title. No responsibility will attach to UMC or any official or employee thereof, for the pre-opening of, post-opening of, or the failure to open a bid not properly addressed and identified. Bids are time-stamped upon receipt. Bids time-stamped after 11:00:00 a.m. based on the time clock at the UMC Materials Management front desk will be recorded as late, remain unopened and be formally rejected. FAXED BIDS ARE NOT ALLOWED AND WILL NOT BE CONSIDERED.

The following are detailed delivery/mailing instructions for bids:

Hand Delivery

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

BID No. 2012-20

Document Archiving and
Scanning Services

U.S. Mail Delivery

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

BID No. 2012-20

Document Archiving and
Scanning Services

Express Delivery

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

BID No. 2012-20

Document Archiving and
Scanning Services

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

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

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

13. SUBCONTRACTS

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

14. SUBCONTRACTOR INFORMATION

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

15. SUBCONTRACTOR / INDEPENDENT CONTRACTOR

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

16. ADDITIONAL BIDS

Bidders may submit more than one bid as long as all such bids comply with, or exceed, the bid terms, conditions and specifications.

17. DEVIATIONS TO TERMS AND CONDITIONS

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

18. DURATION OF OFFER

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

19. BIDDER'S REPRESENTATION

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

20. BID COSTS

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

21. WITHDRAWAL OF BID

A. Before Bid Opening

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

B. After the Bid Opening

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

22. LOWEST RESPONSIVE AND RESPONSIBLE BIDDER

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

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

23. REJECTION OF BID

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

24. DISQUALIFICATION OF BIDDERS

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

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

25. TIE-BIDS

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

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

26. NOTIFICATION OF INTENT TO AWARD

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

27. PROTESTS

- A. Any Bidder who submits a bid and is allegedly aggrieved in connection with this solicitation or award of this contract may protest. The letter of protest must, at a minimum, contain a written statement setting forth with specificity the reasons the person filing the notice believes that the applicable provisions of the law were violated and be accompanied by required bond. The protest must be submitted in writing to Kristine Sy, UMC's Designated Contact, within five (5) calendar days after UMC issued a "Notification of Intent to Award" letter. If a written protest is received within the time frame specified and is not resolved by mutual agreement, the Designated Contact will promptly issue a decision in writing to the protestor. Within three (3) business days of receipt of the decision, a protestor MUST submit to the Designated Contact its written notice of intent to appeal the decision to the BCC. The Designated Contact will notify the protestor of the date they may appear to present their appeal to the BCC. Protestor must submit to the Designated Contact 15 copies of any documents protestor intends to present to the BCC and all documents must be submitted ten (10) calendar days prior to the BCC Meeting. The decision of the BCC will be final. The BCC need not consider protests unless this procedure is followed.
- B. Bidder filing the protest shall be required, to post a bond with a good and solvent surety authorized to do business in this state, or submit other security, defined as a cashiers check, money order or certified check, to UMC who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with the protest must be in an amount equal to the lesser of:
 - i. 25% of the total value of the bid submitted by the Bidder filing the notice of protest; or
 - ii. \$250,000
- C. The notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of contract until the BCC makes a determination on the protest.
- D. A Bidder who submits an unsuccessful bid may not seek any type of judicial intervention until the BCC has made a determination on the protest and awards the contract.
- E. Neither the BCC nor its authorized representative is liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a Bidder who submits a bid, whether or not the person files the protest pursuant to this section.
- F. If the protest is upheld by the BCC, the bond posted or other security submitted with the notice of protest must be returned to the Bidder who posted the bond or submitted the security. If the protest is rejected by the BCC, UMC may make a claim against the bond or other security in an equal amount to the expenses incurred by UMC because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

28. INSURANCE

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

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

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

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

29. LIQUIDATED DAMAGES - INSURANCE SUBMITTAL

If the successful Bidder does not provide the insurance submittal on or before the 10th calendar day, the successful Bidder will pay over to UMC the amount of \$50.00 per calendar day as liquidated damages. If the successful Bidder does not keep the insurance policy in effect or allows them to lapse, the successful Bidder will pay over to UMC the amount of \$50.00 per calendar day as liquidated damages.

30. STATE OF NEVADA LEGAL HOLIDAYS

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

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

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

31. DISCLOSURE OF OWNERSHIP/PRINCIPALS & RELATIONSHIP FORMS

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

32. FEDERAL, STATE, LOCAL LAWS

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

33. TAXES

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

34. COLLECTION AND PAYMENT OF SALES TAX

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

35. ADDITIONAL BID SUBMITTALS

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

36. DESCRIPTIVE LITERATURE

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

37. DELIVERY REQUIREMENTS

A. PRODUCT DELIVERY

Provide Owner with a turn-around service of 30 days or less.

B. LOCATION AND HOURS

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

C. FORCE MAJEURE

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

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

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

E. PARTIAL SHIPMENTS

Partial shipments will be permitted.

F. FAILURE TO DELIVER

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

G. DAMAGED OR DEFECTIVE PRODUCTS

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

38. BUSINESS ASSOCIATE AGREEMENT

Bidder must sign Owner's Business Associate Agreement prior to contract award as seen in **Attachment 6**. Changes to this document are prohibited.

39. BUSINESS LICENSE REQUIREMENTS

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

A. Clark County Business License is Required if:

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

B. Register as a Limited Vendor Business Registration if:

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

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

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

II – GENERAL CONDITIONS
BID NO. 2012-20
Document Archiving and Scanning Services

1. METHOD OF AWARD

Award will be made to the lowest responsive and responsible Bidder on a grand total basis contingent upon the submission of all requested documents after award within the timelines specified, unless an extension is approved by UMC. Bidders must bid on all items to be considered responsive.

2. NOTICE OF AWARD

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

3. PRE-BID CONFERENCE

A pre-bid conference is being held for this bid. The intent of the pre-bid conference is to review the entire bid document and answer any questions that the Bidders may have.

4. INITIAL TERM

The initial term of this contract shall be from October 1, 2012 through September 30, 2014.

5. CONTRACT RENEWAL

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

6. CONTRACT EXTENSION

UMC reserves the option to temporarily extend this contract for up to three (3) months from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

7. OPEN-END CONTRACT

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

8. ASSIGNMENT OF CONTRACTUAL RIGHTS

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

9. AUDITS

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

10. AUTHORITY

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

11. PUBLIC RECORDS

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

12. BIDS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

13. UMC'S PROPERTY

All property owned by UMC and furnished to successful Bidder for the purpose of performance under this Bid will be identified and marked as UMC's property and adequately insured by successful Bidder for UMC's protection. In the event that UMC's property becomes lost or damaged to any extent while in successful Bidder's possession from any cause, including faulty workmanship or negligent acts by successful Bidder, its agents or its employees, successful Bidder agrees to replace such property or reimburse UMC for the value or expense of replacement, whichever is greater in accordance with UMC request.

14. COLLUSION AND ADVANCE DISCLOSURES

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

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

15. CONSUMPTION ESTIMATES

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

16. CONTRACT AMENDMENTS

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

17. DRUG-FREE WORKPLACE

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

18. EMPLOYMENT OF UNAUTHORIZED ALIENS

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

19. FALSE CLAIMS ACT

- A. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
- B. UMC is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, UMC has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. Successful Bidder is expected to immediately report to UMC's Corporate Compliance Officer directly at (702) 383-6211, through the Hotline (888) 691-0772, or the website at <http://umcsn.alertline.com>, or in writing, any actions by a medical staff member, UMC vendor, or UMC employee which successful Bidder believes, in good faith, violates an ethical, professional or legal standard. UMC shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. UMC is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

20. FISCAL FUNDING OUT

UMC reasonably believes that funds can be obtained sufficiently to make all payments during the term of this contract. If UMC does not allocate funds to continue the purchase of the product and/or service, in accordance with NRS 354.626, this contract shall be terminated when appropriated funds expire.

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

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

22. INDEMNITY

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

23. INVOICING

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

All invoices should include the following information:

- A. Company Name
- B. Complete Address (including street, city, state, and zip code)
- C. Telephone Number
- D. Contact Person
- E. Itemized description of products delivered (including quantities) or services rendered (including dates)
- F. UMC Purchase Order Number
- G. Company's Tax Identification Number
- H. Bid Number
- I. Itemized pricing and total amount due (excluding Sales and Use Tax)
- J. Percentage Discounts/ Payment Terms (if offered)
- K. Company's Invoice Number

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

24. INVOICE AUDITS

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

25. PARTIAL PAYMENTS

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

26. PURCHASE ORDERS

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

27. ADDITIONAL REQUIREMENTS

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

28. NON-DISCRIMINATION

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

29. NON-ENDORSEMENT

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

30. NON-EXCLUDED HEALTHCARE PROVIDER

Successful Bidder represents and warrants to UMC that neither it nor any of its affiliates (a) are excluded from participation in any federal health care program, as defined under 42 U.S.C. §1320a-7b (f), for the provision of items or services for which payment may be made under such federal health care programs and (b) has arranged or contracted (by employment or otherwise) with any employee, contractor or agent that such party or its affiliates know or should know are excluded from participation in any federal health care program, to provide items or services hereunder. Successful Bidder represents and warrants to UMC that no final adverse action, as such term is defined under 42 U.S.C. §1320a-7e (g), has occurred or is pending or threatened against such successful Bidder or its affiliates or to their knowledge against any employee, contractor or agent engaged to provide items or services under this Agreement (collectively "Exclusions / Adverse Actions").

31. OUT OF STATE SUPPLIERS

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

32. PATENT INDEMNITY

- A. Successful Bidder hereby indemnifies and shall defend and hold harmless UMC, its officers, employees, agents, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by UMC, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under contract by successful Bidder, or out of the processes or actions employed by, or on behalf of successful Bidder in connection with the performance of contract. Successful Bidder shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by UMC; provided that UMC or its authorized representative shall have notified successful Bidder upon becoming aware of such claims or actions, and provided further that successful Bidder's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by UMC.
- B. Successful Bidder shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of contract.

33. RIGHT OF INSPECTION AND REJECTION

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

of loss will pass to successful Bidder upon UMC'S delivery to common carrier or retrieved by successful Bidder at which time risk of loss will pass to successful Bidder at time of retrieval.

34. SEVERABILITY

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

35. SUSPENSION BY UMC FOR CONVENIENCE

- A. UMC may, without cause, order successful Bidder in writing to suspend, delay or interrupt the work in whole or in part for such period of time as UMC may determine.
- B. In the event UMC suspends performance of successful Bidder for an aggregate period in excess of sixty (60) calendar days, successful Bidder shall be entitled to an equitable adjustment of the compensation payable to successful Bidder under this Bid to reimburse successful Bidder for additional costs occasioned as a result of such suspension of performance by UMC. Equitable adjustment shall be based on appropriated funds and approval by UMC.
- C. No equitable adjustment will be made if performance is, was or would have been so suspended, delayed or interrupted by another cause for which successful Bidder is responsible.

36. TERMINATION FOR CAUSE

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

37. TERMINATION FOR CONVENIENCE

UMC reserves the right to terminate the contract in whole or part at any time whenever UMC shall determine that such a termination is in the best interest of UMC without penalty or recourse upon 90 calendar days written notice of intent to terminate. In the event that UMC elects to terminate the contract, the termination request will be submitted to the BCC or UMC Administration for approval.

38. TITLE AND RISK OF LOSS

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

39. USE BY OTHER GOVERNMENT ENTITIES

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

40. WARRANTY

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

41. TERMS OF PAYMENT

Terms of payment shall be **Net 90 Calendar Days from receipt of invoice or delivery of product, whichever is later.**

III - SPECIAL PROVISIONS
BID NO. 2012-20
Document Archiving and Scanning Services

1. SPECIAL CONDITIONS

- A. Successful Bidder shall have a minimum of three (3) years previous experience in all aspects of Archiving Services, including providing services for an acute care hospital.
- B. Bidder shall maintain an office in Clark County to provide Owner with a turn-around service of 30 days or less. Failure to offer a delivery time within the maximum number of days specified may be considered a substantial deviation and be cause for rejection. Time is of the essence and failure to meet the delivery time specified shall constitute a breach of contract and may result in termination of contract.
- C. Bidder must have a documented quality control and disaster recovery process and must submit an outline of the same with its bid.
- D. Bidder must have a system currently in place that includes a database manager. The database manager shall include information such as the number of user-defined database fields for searching for specific information, standard and ad-hoc reporting.
- E. Successful Bidder must be able to fully implement service, meeting all requirements herein, beginning October 1, 2012.
- F. Successful Bidder will not charge a storage fee for boxes of records delivered to Bidder for archiving.
- G. Bidder must have the ability to provide alternate services, CD-ROM or optical disc technology as well as web server capability. Prices are to include the cost of the discs.
- H. Successful Bidder must provide all work as may be necessary to complete the Contract in a satisfactory and acceptable manner and shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best and most expeditious manner.
- I. Successful Bidder must provide Owner with the software required to read CD-Rom's or optical disks.

2. DOCUMENTATION SUBMITTAL REQUIRED BY APPARENT LOW BIDDER

Apparent low Bidder shall furnish the following document upon UMC's request:

- A. Copy of current Clark County Business License or Vendor Registration, if applicable.

3. Hospital is in the process of gradually transitioning to McKesson's Horizon Business Folders (HBF) System. Until this System is fully implemented, UMC is seeking prospective Bidders to fulfill this immediate service.

IV – TECHNICAL SPECIFICATIONS
BID NO. 2012-20
Document Archiving and Scanning Services

SPECIFIC REQUIREMENTS:

SCOPE

Convert a variety of records (paper, CD, and DVD formats) which may include assorted size documents, CD, TIFF and/or non-proprietary Group IV TIFF images on read-only discs accompanied by a computer-aided retrieval (CAR) index that is compatible with existing KOVIS retrieval system or similar format which has pre-existing retrieval indexes.

The following are specifications and requirements for Document Archiving and Scanning services for Owner:

1. Successful Bidder shall provide all services necessary to maintain a current archive service including, but not limited to:
 - A. The provision of all personnel, equipment and supplies utilized in the accomplishment of the microfilm and/or electronic imaging service, including all employer's taxes, insurance, vacation coverage, and competent supervision.
 - B. Transfer to off-site storage facility upon completion of scanning.
2. Turnaround Time

Successful Bidder will produce archived images and deliver archives to Owner within 30 days of date records were picked-up.
3. Preparation of Records
 - A. Successful Bidder shall review the entire file in order to verify the correctness of the filing arrangement. All misfiled cases shall be filed in their proper sequence by successful Bidder.
 - B. Successful Bidder shall remove all wire staples, paper clips and other impediments from the records which might hinder the scanning operation. Worn or torn documents will be repaired to ensure the complete legibility of the resultant records by successful Bidder.
4. Digitizing of Records

Records shall be digitized utilizing standard methods to produce industry standard Group IV TIFF's.
5. Successful Bidder shall index records to include the imprint of index information on the archived images as the electronic records are scanned, the affixation of labels to the archive or CDs, and the development of a Master Guide Index of all film processed or images scanned, to permit the location of a desired record without references to the archive carton or CD. The Master Guide Index must be sufficiently flexible to permit addition to it as future film or scanned images are added to the library.

The records shall be indexed and shall include the following information utilized for retrieval, which shall be provided by Owner from the master database:

Medical Records / Quick Care

- A. Account Number
- B. Patient's Name (last name, first name and middle initial in 3 fields)
- C. Medical Record Number
- D. Discharge Date
- E. Service Code

Accounts Payable

- A. Vendor Name
- B. Vendor I.D. Number

Medical Staff

- A. Boxes are numbered

Human Resources

- A. Employee's Name (Last name and First name)
- B. Social Security Number
- C. Employee Identification Number
- D. Term Date
- E. Injury Date for Worker's Compensation Files

For scanned jobs, indexing will be done on all documented records scanned to CD-Rom. The indexing must include account number, patient name, medical record number, discharge date, birth date, service code, vendor name, vendor I.D. number, invoice date, box number and CD-Rom number. Indexes must be updated in the database provided by Owner along with the CDs.

- 6. All images will be inspected in a quality care (QC) process that will ensure accuracy, quality, and completeness of records received.
- 7. Scheduling of frequency of archiving and/or digitizing shall be at the convenience of Owner, Bidder shall submit a schedule of normal hours available along with Bidder's bid Proposal.

Successful Bidder may invoice Owner as completed CDs are delivered. Invoices for payment shall be mailed to Accounts Payable, University Medical Center, 1800 W. Charleston Blvd., Las Vegas, NV 89102. The label on each CD will contain the following information:

- A. Contents (beginning to ending case numbers).
- B. The Department or Facility for whom service was performed.

It is understood that Owner will, during its inspection and audit of completed work, select at random one (1) or more CDs, count the images produced and verify accuracy of total count.

Owner's review comments do not relieve Bidder from the responsibility for the professional and technical accuracy of all work delivered.

8. Quality Control

- A. Successful Bidder will provide the name of a quality control manager and an account manager to be assigned to Owner's account.
- B. Successful Bidder must provide Owner with a legible image reproduction.
- C. Successful Bidder shall schedule quarterly visits to Owner's facility to review performance, answer questions and address any issues.

9. Staffing

- A. Successful Bidder must provide adequate staffing of archive services to process the workload within the required turnaround times.
- B. Peak periods must be adjusted accordingly by the Successful Bidder to meet the required turnaround time.
- C. Owner shall approve requests to subcontract. Acceptance of or payment for subcontracted work by Owner shall not in any way relieve Successful Bidder of responsibility for the professional and technical accuracy and adequacy of the work. Successful Bidder shall be and remain liable for all damages to Owner caused by negligent performance or non-performance of work by Successful Bidder's subcontractor or its sub-subcontractor.
- D. Successful Bidder must have the ability to retrieve and deliver, either by facsimile or by courier, patient care records within four (4) hours of telephone request by Owner's representative.

10. Confidentiality

Bidder must have methods and procedures that are used to ensure confidentiality of all records. A written copy of said procedures must accompany Bidder's response to this bid. Successful Bidder has to abide by the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), Health Information Technology for Economic and Clinical Health Act (HITECH), and Privacy Rule.

11. Retrieval software to be provided on each CD-ROM.

12. **Attached and made part of this Bid are the following (to be submitted by Bidder):**

- A. An outline of Bidder's Quality Control and Disaster Recovery process.
- B. A written copy of Bidder's methods and procedures used to ensure confidentiality of all records.
- C. Bidder's sample invoices and explanation of how invoices are derived.

13. Support Documents

Suppliers shall scan all support documents as individual images. Documents should be indexed individually or as a multiple page document identifying the total number of pages utilizing a SQL database format/layout compatible with existing KOVIS retrieval system or similar format. Due to changing requirements it may be necessary for the Owner to change the index record layout from time to time to accommodate new or altered document types.

14. Computer-aided Retrieval Indexes

The successful Bidder shall create a computer-aided retrieval index for converted image/document type that is a single (stand alone) document. When a document consists of multiple pages, the successful Bidder shall create one (1) index for all inclusive pages of the document.

The successful Bidder will be required to generate most retrieval indexes in the following manner:

MANUAL DATA ENTRY – the successful Bidder must manually enter (type) all data required by the document index via keyboard entry from documentation supplied by the Owner's designated contact. Payment is on a per unit cost basis as cited by Line Item 3 and 4 on the Bid form.

15. Inconsistent Resolution/Focus Adjustment

Successful Bidder will be required to adjust for resolution changes and/or out-of-focus conversions from original document images. These adjustments shall be accounted for in the specified unit prices indicated on the Bid Form. Additional compensation will not be allotted on an exception basis.

V – BID FORM
BID NO. 2012-20
Document Archiving and Scanning Services

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

I. BUSINESS OFFICE (PATIENT ACCOUNTING & PATIENT FINANCIAL SERVICES DEPARTMENTS)

Item no.	Description of Service	Unit of Measure	Estimated Annual Quantity	Unit price	Extended total
1.	Scan Letter and Legal size documents to standard group IV TIFFs in Kosis Batch Format or similar format. Documents are scanned at 200 dpi (dots per inch). All scanning is performed off-site.	Image	173,333		
2.	Document preparation. To include removing staples, paperclips, unfolding corners, taping ripped pages, etc.	Hourly	200/hour		
3.	Document Indexing- <u>Record</u>	Record	13,867		
4.	Document Indexing- <u>Keystroke</u> (Document indexing would be dependent per application. Example: Patient name and SS # are the indexing points. Customer would be invoiced based on how many keystrokes it took to index by these two fields. Estimate 15 keystrokes per Name and 9 for SS # without hyphens.)	Keystroke	416,000		
5.	Scan Letter & Legal size documents (Color) Scanned at 300 dpi in standard color TIFF format with JPG compression.	Image	6,933		
6.	Web Hosting Year One-Storage (Service lets Contractor host Customer images on Contractors secure server for access via a Web Browser. Cost to prep, scan and index remains the same.)	Image	622,868		
7.	Web Hosting Year Two-Storage (as above)	Image	474,308		
8.	Web Hosting Year Three and Beyond Storage (as above)	Image	376,139		
9.	Web hosting Administration-Service is for setting up "users" on the Web Hosting Site. Allows for outside companies to have access to certain documents.	Users	150		
10.	CD-Rom per batch/job	DISC	5		

11.	CD-Rom Duplicates per batch/job	DISC	5		
TOTAL					

II. ACCOUNTS PAYABLE & HUMAN RESOURCES DEPARTMENTS

Item no.	Description of Service	Unit of Measure	Estimated Annual Quantity	Unit price	Extended total
1.	Scan Letter and Legal size documents to standard group IV TIFFs in Kovis Batch Format or similar format. Documents are scanned at 200 dpi (dots per inch). All scanning is performed off-site.	Image	276,703		
2.	Document preparation. To include removing staples, paperclips, unfolding corners, taping ripped pages, etc.	Hourly	200/hour		
3.	Document Indexing- <u>Record</u>	Record	1,232		
4.	Document Indexing- <u>Keystroke</u> (Document indexing would be dependent per application. Example: Employee or Vendor name, SS #, Invoice #, Account #, etc. are the indexing points. Customer would be invoiced based on how many keystrokes it took to index by these fields. Estimate 15 keystrokes per Name/Invoice#/Account# and 9 for SS# without hyphens.)	Keystroke	136,630		
5.	Scan Letter & Legal size documents (Color) Scanned at 300 dpi in standard color TIFF format with JPG compression.	Image	1,000		
6.	CD-Rom per batch/job	DISC	8		
7.	CD-Rom Duplicates per batch/job	DISC	8		
TOTAL					

QUESTIONS:

- 1) Do you have a minimum of three (3) years previous experience in all aspects of acute care hospital Archiving/Scanning Services? ☐ Yes ☐ No
- 2) What existing format do you use? _____
- 3) How much would you charge to upload current KOVIS archived files (via hard drive) into your (Bidder) hosting site? \$ _____
- 4) How much would you charge UMC if Hospital decides to terminate the agreement and all archived files in your System had to be stored in a hard drive for UMC's use? (provide either set amount or formula for calculation)
\$ _____
(Note: UMC has the right to request/recover/retrieve all records from Bidder at its discretion.)
- 5) How much would you charge UMC per month if Hospital decides to continue to utilize your Portal/Hosting website even after the Agreement has been terminated? \$ _____
- 6) What are your normal hours of operation? _____

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.

☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

ATTACHMENTS TO BID FORM

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

Attachment 1, Certificate of Insurance, is attached.

Attachment 2, Affidavit, is attached.

Attachment 3, Disclosure of Ownership/Principals Form, is attached.

Attachment 4, Disclosure of Relationship Form, is attached.

Attachment 5, Subcontractor Information, is attached.

Attachment 6, Business Associate Agreement, is attached.

Copy of Bidder's Quality Control and Disaster Recovery process.

Copy of Bidder's methods and procedures used to ensure confidentiality of all records.

Copy of Bidder's sample invoices and explanation of how invoices are derived.

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

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

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

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

DEVIATIONS TO BID

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

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

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

LEGAL NAME OF FIRM

NAME AND TITLE OF AUTHORIZED
REPRESENTATIVE (PRINT OR TYPE)

ADDRESS OF FIRM

PHONE NUMBER OF AUTHORIZED
REPRESENTATIVE

CITY, STATE, ZIP

EMAIL ADDRESS

DATE

BUSINESS LICENSE INFORMATION

CURRENT STATE: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT COUNTY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

CURRENT CITY: LICENSE NO.

ISSUE DATE: EXPIRATION DATE:

ATTACHMENT 1

CERTIFICATE OF INSURANCE						ISSUED DAY (MM/DD/YY) 					
1. PRODUCER 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.								
2. INSURED INSURED'S NAME ADDRESS PHONE & FAX NUMBERS			COMPANIES AFFORDING COVERAGE								
			COMPANY LETTER A								
			COMPANY LETTER B								
			COMPANY LETTER C								
			COMPANY LETTER D								
COMPANY LETTER E											
COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.											
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS						
3.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$(D)	2,000,000				
	☒ COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$(E)	2,000,000				
	☐ CLAIMS MADE ☒ OCCUR.				PERSONAL & ADV. INJURY	\$(F)	1,000,000				
	☐ OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$(G)	1,000,000				
	☐ UNDERGROUND COLLAPSE EXPLOSION &				FIRE DAMAGE (Any one fire)	\$(H)	50,000				
	☐ INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$(I)	5,000				
	4.				AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT	\$(M)	1,000,000
					☒ ANY AUTO				BODILY INJURY (Per person)	\$	
☐ ALL OWNED AUTOS		BODILY INJURY (Per accident)	\$								
☐ SCHEDULED AUTOS		PROPERTY DAMAGE	\$								
☐ HIRED AUTOS		EACH OCCURRENCE	\$								
☐ NON-OWNED AUTOS		AGGREGATE	\$								
☐ GARAGE LIABILITY											
EXCESS LIABILITY											
☐ UMBRELLA FORM											
☐ OTHER THAN UMBRELLA FORM											
5.	WORKER'S COMPENSATION				☐ STATUTORY LIMITS						
					EACH ACCIDENT	\$					
					DISEASE—POLICY LIMIT	\$					
					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 <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,								
			8. APPOINTED AGENT SIGNATURE INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____								

CUSTOMER'S INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ATTACHMENT 2

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

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

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this contract, identified as Bid No. 2012-20, entitled Document Archiving and Scanning Services;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

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

Signed this _____ day of _____, _____.

Signature

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, _____,
by _____ (name of person making statement).

Notary Signature

STAMP AND SEAL

ATTACHMENT 3

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("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					
☐ Sole Proprietorship	☐ Partnership	☐ Limited Liability Company	☐ Corporation	☐ Trust	☐ Non-Profit Organization
☐ Other					
Business Designation Group					
☐ MBE	☐ WBE	☐ SBE	☐ PBE	☐	☐
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.

- 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.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?
☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

Signature	Print Name
Title	Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

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

For County Use Only:

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

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

ATTACHMENT 4

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF RELATIONSHIP (Suppliers)

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

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

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

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

Definition

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

Key Definitions

“Material financial interest” means

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

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

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

**DISCLOSURE OF RELATIONSHIP
(Suppliers)**

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

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

☐ Yes ☐ No (If yes, complete following.)

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

(Use additional sheets as necessary)

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

☐ Yes ☐ No (If yes, complete following.)

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

(Use additional sheets as necessary)

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

Signature	Print Name
Title	Date

For UMC Use Only:

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

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

Notes/Comments:

Signature

Print Name
Authorized Department Representative

ATTACHMENT 5

SUBCONTRACTOR INFORMATION

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

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
4. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
5. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
6. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE
7. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ NBE

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

ATTACHMENT 6

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 the occurrence of a breach, Business Associate shall notify Covered Entity's IT Service Center directly at (702) 383-2227.** 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: _____

Brian G. Brannman
Printed Name

Printed Name

Chief Executive Officer
Title

Title

Address

City/State/Zip