

University Medical Center Of Southern Nevada

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2010-29
Emergency Medical Services

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

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2010-29

DESCRIPTION: Emergency Medical Services

VENDOR MUST COMPLETE THE FOLLOWING INFORMATION:

Company Name: _____

Company Address: _____

City / State / Zip: _____

Name / Title: _____

Area Code/Phone Number: _____

Area Code/Fax Number: _____

Email Address: _____

FAX THIS CONFIRMATION FORM TO: (702) 383-3824
Or EMAIL TO: jim.haining@umcsn.com
TYPE or PRINT CLEARLY

UNIVERSITY MEDICAL CENTER
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2010-29
Emergency Medical Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2010-29
Emergency Medical Services

UMC is looking to identify superior proposers that can provide Emergency Medical Services (both adult and pediatric) at UMC and to provide a physician to serve as Medical Director of the Emergency Department that will help the hospital exceed patient expectations, improve patient perception and provide patient with the best experience.

The RFP package is available as follows:

- Pick up - University Medical Center, 800 Rose Street, Suite 409, Las Vegas, Nevada 89106.
- By Electronic Mail or Mail – Please email a request to Contracts Management at jim.haining@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 383-3606.
- Internet – Visit the Clark County website at www.accessclarkcounty.com/purchasing . Click on “Current Contracting Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

Proposals will be accepted at the University Medical Center address specified above on, or before, **December 23, 2010** at 2:00:00 p.m., based on the time clock at the UMC Materials Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
November 28, 2010

GENERAL CONDITIONS
RFP NO. 2010-29
Emergency Medical Services

1. TERMS

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

2. INTENT

OWNER is soliciting proposals for Emergency Medical Services at UMC and to provide a physician to serve as Medical Director of the Emergency Department.

3. SCOPE OF PROJECT

Background

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

Purpose

The purpose of this RFP is to identify superior PROPOSER(s) that can provide Emergency Medical Services (both adult and pediatric) at UMC and to provide a physician to serve as Medical Director of the Emergency Department that will help the hospital exceed patient expectations, improve patient perception and provide patient with the best experience.

Expectations of Business Partner

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

4. DESIGNATED CONTACTS

OWNER's representative will be Jim Haining, telephone number (702) 383-3606. This representative will respond to questions concerning the scope of work of this RFP. Questions regarding the selection process for this RFP may be directed to Jim Haining, Contracts Management, jim.haining@umcsn.com.

5. CONTACT WITH OWNER DURING RFP PROCESS

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

6. TENTATIVE DATES AND SCHEDULE

RFP Published in Las Vegas Review-Journal	November 28, 2010
Question and Answer Period	Through December 14, 2010
Final Date to Submit Questions	December 14, 2010
Last Day for Addendums	December 16, 2010
RFP Responses Due (2:00:00 pm)	December 23, 2010
RFP Evaluations	January 2011
Finalists Selection	January 2011
Finalists Oral Presentations (if required)	January/February 2011
Final Selection & Contract Negotiations	February/March 2011
Award & Approval of the Final Contract	Spring 2011

7. METHOD OF EVALUATION AND AWARD

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

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

OWNER's mission is to provide the highest quality of care to its patients. For continuity of care and other reasons, OWNER will enter into an exclusive contract for each component described. (The exception is that an attending physician on OWNER's staff may request any physician to provide a specific procedure or consultation for a patient.) Once OWNER makes an initial selection, it will utilize required compliance considerations, and negotiate fair market value compensation for the services under the agreement. Based upon this process, OWNER will then negotiate a final contract(s) with PROPOSER and Principal Physician and present the contract(s) to the BCC for approval. A sample contract is attached hereto and incorporated by reference herein as Exhibit B.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 75 pages. Other attachments may be included with no guarantee of review.

All proposals shall be on 8-1/2" x 11" paper bound with tabbed dividers labeled by evaluation criteria section to correspond with the evaluation criteria requested in Section 18. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is not preferred nor required.

PROPOSER shall submit 1 clearly labeled original and 9 copies of their proposal. The name of PROPOSER's firm shall be indicated on the cover of each proposal.

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

The following are detailed delivery/ mailing instructions for proposals:

**General Conditions
RFP No. 2010-29
Emergency Medical Services**

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

U.S. Mail Delivery
University Medical Center
Materials Management
1800 West Charleston Blvd
Las Vegas, Nevada 89102

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

RFP No. 2010-29
Emergency Medical Services

RFP No. 2010-29
Emergency Medical Services

RFP No. 2010-29
Emergency Medical Services

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

Proposals are time-stamped upon receipt. Proposals submitted must be time-stamped to later than 2:00:00 p.m. on the RFP opening date. RFPs time-stamped after 2:00:00 p.m., based on the time clock at the UMC Contracts Management office will be recorded as late, remain unopened and be formally rejected. PROPOSERS and other interested parties are invited to attend the RFP opening.

9. WITHDRAWAL OF PROPOSAL

PROPOSER(S) may request withdrawal of a posted, sealed proposal prior to the scheduled proposal opening time provided the request for withdrawal is submitted to OWNER's representative in writing. Proposals must be re-submitted and time-stamped in accordance with the RFP document in order to be accepted.

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

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

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

14. PUBLIC RECORDS

OWNER is a public agency as defined by state law, and as such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under that law, all of OWNER's records are public

**General Conditions
RFP No. 2010-29
Emergency Medical Services**

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

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

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

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

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

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

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

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

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

17. CONTRACT

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

18. EVALUATION CRITERIA

Proposals should contain the following information:

A. Organizational Information

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List the names, specialties and locations of all physicians who will be providing services under this agreement.
4. Provide a Curriculum Vitae for each such physician. Include current activity at University Medical Center beyond staff privileges, i.e. committee memberships, teaching, etc. Include membership in national organizations and committee membership on the national level. The Curriculum Vitae should be an abbreviated version.
5. List teaching experience.
6. List all actions required to be reported pursuant to NRS 630.3067 or NRS 633.526 within the last ten (10) years.
7. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Agreement or that could materially affect Owner's decision.
8. List all medical facilities for which any of the physicians listed in section 3 (above) hold a medical staff position or department directorship.
9. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
10. Provide a list of four references with contact information, including email addresses.
11. Complete and submit the attached Disclosure of Ownership/Principals form with its proposal.

B. Healthcare Experience

1. Document your organization's credentials, experience, and involvement with Emergency Medical Services.
2. Detail how your organization could provide Emergency Medical Services (both adult and pediatric).
3. Detail your organization's experience working with other large Medical Centers and/or Healthcare Systems.
4. List your organization's capabilities to manage costs in a safety-net hospital's emergency room and success at passing on these efficiencies to your clients.

C. Account Management

This section shall serve to provide the OWNER with the key elements and unique features of the proposal by briefly describing how the PROPOSER is going to provide the services requested in accordance with the Scope of Project.

1. How would your organization service UMC? What methods of communication would your company propose?
2. What is your organization's implementation plan for providing Emergency Medical Services under this agreement?
3. Please describe your strategy for patient through-put in the emergency room.
4. Please describe how your organization measures and reports client satisfaction and service success. How can clients make comments on your organization's service?
5. State the total number of physicians in terms of Full Time Equivalents (FTE's) who will be devoted to the provision of services under this Agreement.

D. Fee

Please set forth your proposed fee schedule or compensation model for the project/deliverables as described in your proposal and Scope of Project. Please breakdown: Medical Director fees, Emergency Medical Services fees.

OWNER will entertain a proposal that includes a revenue sharing opportunity for the parties. OWNER and Provider will negotiate an appropriate compensation clause based on Provider's proposal.

E. Compliance with OWNER'S Standard Contract

OWNER's Standard Contract (not fully customized for this service) is attached for your review. Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract.

F. Other

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

Exhibit A

SCOPE OF PROJECT

- I. Provider and Principal Physician – General Requirements
 1. Principal Physician must be board certified in emergency medicine. The Principal Physician's back up physician must also be board certified or eligible in emergency medicine.
 2. No Member Physician may be an "Excluded Provider" from any federally funded healthcare program.
 3. All Member Physicians must be licensed to practice medicine within the State of Nevada. All licenses must be unrestricted and in good standing.
 4. All Member Physicians must be board certified or board eligible in emergency medicine and/or pediatric emergency medicine.
 5. The Principal Physician shall act as the liaison with Hospital and its Medical Staff to resolve patient care issues.

- II. Provider Staffing
 1. All staff must obtain privileges at University Medical Center of Southern Nevada
 2. All staff must carry malpractice insurance coverage at their own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical and Dental Staff. Said insurance shall annually be certified to Hospital's Administrator and Medical Staff, as necessary.
 3. All staff must be eligible to be credentialed by and contract with various managed care plans with which Owner has a contract.
 4. All staff must agree to follow all University Medical Center policies, procedures and the Bylaws, Rules and Regulations of the Medical Staff.
 5. All staff must also meet all legal and licensing requirements set forth by the State of Nevada and Clark County.

- III. Duties – General
 1. Provide professional coverage for the performance of emergency patient care services in the Department. The care of all pediatric patients presenting to the Pediatric Emergency Service Area will be provided under the direction of a Member Physician specializing in pediatric emergency medicine.
 2. Provide the emergency medical services on the premises of Hospital twenty-four (24) hours per day, seven (7) days per week, including holidays, throughout the term of this Agreement to treat patients in Hospital's Emergency Room, Pediatric Emergency Medical Services and Trauma. In no event shall the number of Member Physicians on the premises be less than four (4).
 3. Provide additional physician services on site and on call as necessary, from time to time, to meet Department patient demands.
 4. Provide patient care services which shall include, but not be limited to, clinical procedures normally performed in a licensed basic emergency facility

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

5. Upon the special request of Nursing Administration or onsite physicians/residents, Provider shall perform difficult intravenous start up insertions and emergency intubations outside the emergency room seven (7) days a week, twenty-four (24) hours a day.
6. Provide two (2) Full Time Equivalent ("FTE") physician positions to perform point of service/triage/medical screening examinations in Hospital's Emergency Department.
7. Provider must comply with all medical staff by-law rules and regulations and requirements for on-call coverage. All care may be subject to Peer Review monitoring.
8. Adult Emergency Response. Member Physicians shall have as their goal to respond to patients presenting to the Department within two (2) hours of a patient's triage evaluation. Provider shall biannually review the Department's records with Hospital's Administration to determine if the patient response goal was met for the previous six month period. Hospital shall make its best effort to assist Member Physicians in this endeavor.
9. Trauma and Pediatric Response. Provider will be the first responders to trauma patients presenting in Trauma and Pediatric Emergency. Provider will comply with the standards and recommendations of the American College of Surgeons; The Joint Commission; Centers for Medicare & Medicaid Services ("CMS") Emergency Medical Treatment and Active Labor Act ("EMTALA") policies, rules and regulations; and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.
10. Suicide Response. Patients that present to Emergency or Trauma after a suicide attempt(s) or with behavior which might be reasonably thought to evidence suicidal ideation or defined at-risk diagnosis will have a mental health screening completed by the Member Physician who cares for the patient. At-risk diagnosis is defined as injuries that are assessed as being self-inflicted and/or non-accidental ingestion error. Individuals will also be considered at-risk when they present with mental health symptoms related to substance dependence, clinical depression, schizophrenia and/or panic disorder. Member Physicians will treat patients in accordance with UMC Policy I-37.
11. Standards of Performance / Performance Expectations
 - a. Provider promises to adhere to Hospital's established standards and policies for providing good patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable National Patient Safety Goals, the Bylaws, Rules and Regulations of the Medical and Dental Staff, the CMS Conditions of Participation, and the Medical Staff Physician's Code of Conduct, as may then be in effect.
 - b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
 - c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
 - d. Provider shall be responsible for developing and maintaining professional standards and medical quality control over the practice of emergency medicine in the Department.
 - e. In the event that Hospital or its Medical Staff finds a Member Physician has failed to perform according to the provisions of this Agreement, the Bylaws, Rules and Regulations

of the Medical and Dental Staff, as may then be in effect and/or any other applicable written standard, Hospital shall give written notice to Provider of such fact and the reasons therefore. If Hospital and Provider are unable to resolve the problem to the satisfaction of Hospital, Hospital may thereafter demand in writing that Provider replace such Member Physician and Provider shall replace such Member Physician no later than thirty (30) days after the receipt of such demand.

- f. Provider shall assist Hospital with improvement of customer satisfaction and performance ratings using results from Hospital's patient survey for Services performed in Hospital.
- e. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- f. Provider shall strive to improve morbidity and mortality rates among Hospital's emergency medicine and transplant emergency medicine patients.
- g. Provider shall provide a level of emergency medicine care to enhance and improve emergency medicine and transplant emergency medicine outcomes.
- h. Provider shall provide for the education of Medical Staff and Hospital personnel, residents and medical students in a defined organized structure and as the need presents itself.
- i. Provider shall provide a continuum of educational experience meeting all Graduate Medical Education (GME) standards.
- j. Provider shall provide scholarly activities that include, but are not limited to: 1) clinical research; 2) presentation of academic papers; and 3) lectures.
- k. Provider shall participate with Door to Cardiac Catheterization Lab disposition within twenty (20) minutes. Threshold ninety percent (90%) of the time.
- l. Provider shall author or coauthor one academic paper annually concerning Trauma Patient Care which is eligible for ACS review. Threshold one hundred percent (100%) of the time.
- m. Provider shall achieve door to doctor time under sixty (60) minutes. Threshold eighty percent (80%)
- n. Provider shall maintain patient satisfaction scores (physician HCAHP questions) at eight-five percent (85%) or greater
- o. Provider shall develop a strategy for patient through-put
- p. Provider must be affiliated with the University of Nevada School of Medicine (school) to teach school's Emergency Medicine residents and meet all GME standards and requirements.

IV. Managed Care Organizations

All Member Physicians must be eligible to be credentialed by and contract with various managed care plans with which Hospital has a contract.

V. Independent Contractor

The successful Provider represents that it is fully experienced and properly qualified to perform the class of work provided for herein, that it is properly licensed, equipped, organized and financed to fulfill all requirements. The successful Provider shall act as an independent contractor and not as the agent of Hospital in performing the

contract. The successful Provider/Respondent shall maintain complete control over its employees and shall perform all work in accordance with its own methods subject to compliance with the Contract.

VI. Business License Requirements

CLARK COUNTY BUSINESS LICENSE / REGISTRATION

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

- a. Clark County Business License is Required if:
 - 1. A business is physically located in unincorporated Clark County, Nevada.
 - 2. The work to be performed is located in unincorporated Clark County, Nevada.

- b. Register as a Limited Vendor Business Registration if:
 - 1. A business is physically located outside of unincorporated Clark County, Nevada
 - 2. 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.accessclarkcounty.com , select "Online Services", then select "Business License Inquire" or by the browser search <http://sandgate.co.clark.nv.us/businessLicense/businessSearch/blindex.asp>

VII. Hospital Demographic Data

Hospital demographic data follows and incorporated by reference herein.

HOSPITAL DEMOGRAPHIC DATA
EMERGENCY MEDICAL SERVICES

Adult ED Scorecard: 2006-10

2006	2007	2008	2009		2010 proj*
GROSS VOLUME					
67,171	70,895	70,588	74,538	Gross Volume	76,242
Walkouts					
11,486	8,394	7,586	5,114	Total	3,541
17.1	11.8	10.7	6.9	% Gross Volume	4.6
NET VOLUME (less walkouts)					
55,685	62,501	63,002	69,424	Total	72,701
153	171	172	190	Net Volume / Day	199
AMAs					
1,036	1,178	1,112	1,161	Total	1,129
1.9	1.9	1.8	1.7	% Net Volume	1.6
ADMITS					
16,515	19,440	18,167	18,419	Total	17,839
29.7	31.1	28.8	26.5	% Net Volume	24.5
1,936	2,152	2,000	1,905	ICU	2,140
1,627	2,130	1,776	1,959	IMC	1,884
4,891	5,770	5,349	5,276	Med-Surg	4,811
6,169	8,055	7,794	8,259	Med-Tele	8,101
1,892	1,333	1,248	1,020	Other (OR, Burn Care, etc.)	903
HOLDING HOURS					
65,738	68,615	54,589	46,832	Total	50,140
9,781	8,639	7,846	6,434	ICU	7,331
8,042	7,974	6,718	7,296	IMC	6,026
19,949	21,898	16,168	12,268	Med-Surg	13,027
27,957	30,104	23,857	20,834	Med-Tele	22,550
EXPIRATIONS					
65	59	54	64	Total	47
AVERAGE LENGTH OF STAY					
6:59	7:05	6:38	6:09	Overall	6:39
6:03	5:53	5:53	5:23	Discharges	5:53
11:44	10:27	9:35	8:48	Admits	9:16

* projection based on actual values Jan - Oct 2010

**Adult ED
Level of Service Breakdown**

Level	%
T	1.0
I	8.2
II	22.7
III	22.6
IV	23.0
V	20.9
CC	1.6

Pediatric ED Scorecard: 2006-10

2006	2007	2008	2009	2010 proj*	
				GROSS VOLUME	
30,920	30,365	29,856	32,402	Gross Volume	30,090
				Walkouts	
308	364	404	281	Total	113
1.0	1.2	1.4	0.9	% Gross Volume	0.4
				NET VOLUME (less walkouts)	
30,612	30,001	29,452	32,121	Total	29,977
84	82	80	88	Net Volume / Day	82
				AMAs	
16	25	18	15	Total	18
0.1	0.1	0.1	0.0	% Net Volume	0.1
				ADMITS	
2,428	2,862	2,870	2,741	Total	2,732
7.9	9.5	9.7	8.5	% Net Volume	9.1
169	183	225	171	ICU	204
121	121	142	158	IMC	157
1,977	2,290	2,247	2,163	Pediatric Floor	2,153
161	268	256	249	Other (OR, Burn Care, etc.)	218
				EXPIRATIONS	
13	18	17	11	Total	10
				AVERAGE LENGTH OF STAY	
3:04	3:02	2:44	2:29	Overall	2:17
2:46	2:32	2:20	2:03	Discharges	1:53
6:27	7:22	6:08	6:40	Admits	5:53

* projection based on actual values Jan - Oct 2010

Adult ED: holding hours breakdown 2010

	all admits	all hold cases			
		cases	cases / d	hrs	avg hrs / case
Jan 10	1489	1424	45.9	3794	2:40
Feb 10	1348	1278	45.6	2583	2:59
Mar 10	1532	1460	47.1	4872	3:20
Apr 10	1453	1375	45.8	4171	3:02
May 10	1493	1422	45.9	4495	3:10
Jun 10	1452	1375	45.8	4012	2:55
Jul 10	1485	1408	45.4	4266	3:02
Aug 10	1566	1498	48.3	4462	2:59
Sep 10	1523	1437	47.9	4090	2:51
Oct 10	1525	1436	46.3	3802	2:39

hold cases > 2 hr				
cases	cases / d	% of all holds	hrs	avg hrs / case
579	18.7	41	3793	4:49
645	23.0	50	3438	4:43
790	25.5	54	4007	5:04
804	26.8	58	3403	4:18
770	24.8	54	3639	4:44
737	24.6	54	3139	4:16
803	25.9	57	3426	4:16
803	25.9	54	3495	4:21
802	26.7	56	3179	3:58
780	25.2	54	2910	3:44

hold cases > 4 hr				
cases	cases / d	% of all holds	hrs	avg hrs / case
210	6.8	15	1766	8:25
258	9.2	20	1945	7:32
338	10.9	23	2747	8:08
307	10.2	22	2063	6:43
293	9.5	21	2309	7:53
255	8.5	19	1784	7:00
277	8.9	20	1955	7:04
236	7.6	16	1940	8:13
242	8.1	17	1624	6:43
219	7.1	15	1332	6:05

HEADER LEGEND:

- 1) cases: number of holds (a hold being an Adult ED patient with an admission disposition, destined for a Med-Surg, Med-Tele, ICU, or IMC bed)
- 2) cases / d: avg cases per day
- 3) hrs: total number of hours spent by hold cases while in the ED
- 4) avg hrs / case: just that
- 5) % of all cases: the percent of cases who waited for either greater than 2 or greater than 4 hours, compare to all holds

2007-2010				
Carrier Name	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
CCSS Total	\$ 55,003,390.55	\$ (531,921.40)	\$ (38,884,006.48)	21,533
Commercial Ins Non Contracted Total	\$ 5,493,452.21	\$ (507,978.10)	\$ (1,712,155.67)	1,818
Managed Care Total	\$156,343,826.90	\$(4,669,581.67)	\$ (41,339,312.81)	54,171
Medicaid Total	\$109,890,000.15	\$ (94,467.51)	\$ (10,091,390.05)	65,295
Medicare Total	\$ 41,099,220.16	\$ (218,789.24)	\$ (4,665,488.01)	12,779
MVA Total	\$ 64,486,887.90	\$(4,159,970.86)	\$ (13,628,748.43)	8,092
Other Governmental Total	\$ 22,441,507.17	\$ (337,764.48)	\$ (3,185,927.14)	5,943
Pending Medicaid/CCSS Total	\$ 11,491,049.29	\$ (103,747.05)	\$ (2,023,146.19)	4,522
Self Pay Total	\$313,657,328.39	\$(6,887,419.62)	\$ (5,356,402.81)	123,791
Workman's Compensation Total	\$ 20,000,202.16	\$ (130,120.78)	\$ (3,919,526.43)	6,585
Grand Total	\$799,906,864.88	\$(17,641,760.71)	\$(124,806,104.02)	304,529

Total Charges - reflect billed charges

Payorsource Legend:

Self Pay - Denied or No Payor Source
CCSS - Approved/Good Medical Assistance Service Card, Clark County Social Service Card
Medicaid- HMO Medicaid, Out of Area Medicaid, FFS Medicaid
Pending Medicaid/CCSS - Application initiated for Medicaid or Clark County Social Services
Medicare- HMO Medicare, PPO Medicare, FFS Medicare
Other Governmental - Tricare, Military Active or Retired, Veterans, Victims of Crime, CC Detention Center, North Las Vegas Jail, City of Las Vegas Jail etc.
Workman's Compensation - Injury - Work Related Insurance, Contracted or Non Contracted
Managed Care - Contracted HMO, PPO, POS Health Insurance Companies
MVA - Attny, Liens, Motor Vehicle Accidents
Commercial - Non-Contracted Insurances

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

2007					
Carrier Name	Service	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
	EMR	\$ 10,561,221.30	\$ (192,201.84)	\$ (7,194,424.35)	4239
	EMR PSYCH	\$ 731,938.66	\$ (35.00)	\$ (267,308.87)	220
	ER TRAUMA	\$ 798,352.36	\$ (84,721.69)	\$ (476,487.66)	68
	PEDS ER	\$ 72,590.28	\$ (1,559.71)	\$ (41,608.99)	49
CCSS Total		\$ 12,164,102.60	\$ (278,518.24)	\$ (7,979,829.87)	4576
	EMR	\$ 907,909.96	\$ (100,035.51)	\$ (310,929.03)	390
	EMR PSYCH	\$ 18,512.17	\$ (150.00)	\$ (9,499.01)	3
	ER TRAUMA	\$ 1,225,660.62	\$ (94,353.44)	\$ (483,602.12)	153
	PEDS ER	\$ 277,233.99	\$ (39,734.39)	\$ (81,387.14)	167
Commercial Ins Non Contracted Total		\$ 2,429,316.74	\$ (234,273.34)	\$ (885,417.30)	713
	EMR	\$ 23,695,543.90	\$ (741,957.27)	\$ (5,965,289.49)	7987
	EMR PSYCH	\$ 180,492.83	\$ (3,983.22)	\$ (47,375.22)	55
	ER OBSV	\$ 5,002.05	\$ -	\$ (2,467.01)	2
	ER TRAUMA	\$ 16,213,565.60	\$ (742,445.08)	\$ (4,043,157.79)	1679
	PEDS ER	\$ 11,315,193.18	\$ (476,303.64)	\$ (3,606,855.62)	6647
Managed Care Total		\$ 51,409,797.56	\$ (1,964,689.21)	\$ (13,665,145.13)	16370
	EMR	\$ 11,277,694.10	\$ (20,589.70)	\$ (1,184,534.44)	4114
	EMR PSYCH	\$ 320,317.28	\$ -	\$ (37,686.77)	93
	ER OBSV	\$ 8,909.61	\$ -	\$ (1,215.91)	3
	ER TRAUMA	\$ 2,457,308.51	\$ (15,581.76)	\$ (207,863.90)	238
	PEDS ER	\$ 15,107,874.44	\$ (14,051.01)	\$ (1,526,534.74)	11586
Medicaid Total		\$ 29,172,103.94	\$ (50,222.47)	\$ (2,957,835.76)	16034
	EMR	\$ 8,937,200.41	\$ (50,808.86)	\$ (986,916.01)	3196
	EMR PSYCH	\$ 319,158.38	\$ (643.60)	\$ (36,474.59)	106
	ER TRAUMA	\$ 2,137,864.90	\$ (32,146.40)	\$ (251,408.08)	237
	PEDS ER	\$ 30,317.68	\$ (125.00)	\$ (4,867.25)	9
Medicare Total		\$ 11,424,541.37	\$ (83,723.86)	\$ (1,279,665.93)	3548
	EMR	\$ 1,394,377.11	\$ (311,622.85)	\$ (333,343.99)	390
	EMR PSYCH	\$ 2,815.81	\$ -	\$ -	1
	ER TRAUMA	\$ 17,483,494.98	\$ (2,405,290.44)	\$ (4,439,126.61)	1542
	PEDS ER	\$ 402,166.01	\$ (78,442.83)	\$ (170,070.58)	165
MVA Total		\$ 19,282,853.91	\$ (2,795,356.12)	\$ (4,942,541.18)	2098

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

2007 – Cont'd					
Carrier Name	Service	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
	EMR	\$ 6,420,358.55	\$ (47,715.94)	\$ (506,679.88)	1981
	EMR PSYCH	\$ 73,661.83	\$ (2,237.13)	\$ (9,747.03)	17
	ER OBSV	\$ 10,197.79	\$ -	\$ -	2
	ER TRAUMA	\$ 2,135,290.67	\$ (92,211.52)	\$ (528,628.22)	214
	PEDS ER	\$ 279,251.95	\$ (12,510.54)	\$ (104,919.21)	151
Other Governmental Total		\$ 8,918,760.79	\$ (154,675.13)	\$ (1,149,974.34)	2365
	EMR	\$ 1,469,085.87	\$ (67,621.37)	\$ (629,716.63)	627
	EMR PSYCH	\$ 36,651.74	\$ (1,487.71)	\$ (11,819.88)	11
	ER TRAUMA	\$ 21,923.12	\$ -	\$ (10,755.13)	3
	PEDS ER	\$ 40,710.96	\$ (210.00)	\$ (303.25)	23
Pending Medicaid/CCSS Total		\$ 1,568,371.69	\$ (69,319.08)	\$ (652,594.89)	664
	EMR	\$ 57,517,355.36	\$ (1,304,595.26)	\$ (83,705.40)	23316
	EMR PSYCH	\$ 1,027,251.73	\$ (6,027.00)	\$ -	310
	ER OBSV	\$ 3,815.84	\$ -	\$ -	1
	ER TRAUMA	\$ 15,245,554.29	\$ (416,867.59)	\$ (253,136.60)	1602
	PEDS ER	\$ 10,200,647.01	\$ (404,398.66)	\$ (18,895.55)	7230
Self Pay Total		\$ 83,994,624.23	\$ (2,131,888.51)	\$ (355,737.55)	32459
	EMR	\$ 2,934,296.71	\$ (24,722.74)	\$ (503,672.53)	1570
	EMR PSYCH	\$ 1,767.94	\$ -	\$ (378.66)	1
	ER OBSV	\$ 10,538.18	\$ -	\$ (7,153.98)	1
	ER TRAUMA	\$ 4,240,882.99	\$ (22,533.80)	\$ (866,278.34)	745
	PEDS ER	\$ 30,772.85	\$ (1,958.93)	\$ (7,310.19)	26
Workman's Compensation Total		\$ 7,218,258.67	\$ (49,215.47)	\$ (1,384,793.70)	2343
Grand Total		\$ 227,582,731.50	\$ (7,811,881.43)	\$ (35,253,535.65)	81170

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

2008					
Carrier Name	Service	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
	EMR	\$ 13,606,547.57	\$ (100,427.28)	\$ (9,632,972.01)	5619
	EMR PSYCH	\$ 931,142.48	\$ (8,624.57)	\$ (251,835.55)	304
	ER OB	\$ 3,582.32	\$ -	\$ (2,686.74)	1
	ER TRAUMA	\$ 1,009,105.04	\$ (92,839.60)	\$ (535,912.22)	115
	PEDS ER	\$ 50,581.30	\$ (710.00)	\$ (37,124.70)	26
CCSS Total		\$ 15,600,958.71	\$ (202,601.45)	\$ (10,460,531.22)	6065
	EMR	\$ 782,391.02	\$ (82,869.82)	\$ (177,825.93)	347
	EMR PSYCH	\$ 11,159.77	\$ -	\$ (3,942.49)	3
	ER TRAUMA	\$ 617,413.55	\$ (31,693.59)	\$ (220,545.17)	80
	PEDS ER	\$ 265,674.91	\$ (29,688.97)	\$ (72,118.61)	144
Commercial Ins Non Contracted Total		\$ 1,676,639.25	\$ (144,252.38)	\$ (474,432.20)	574
	EMR	\$ 21,219,431.30	\$ (575,730.05)	\$ (5,183,844.36)	7325
	EMR PSYCH	\$ 123,886.87	\$ (3,455.40)	\$ (39,537.72)	38
	ER OB	\$ 4,004.88	\$ -	\$ (1,216.50)	2
	ER TRAUMA	\$ 13,418,085.91	\$ (438,675.41)	\$ (3,316,094.30)	1348
	PEDS ER	\$ 9,807,590.61	\$ (349,933.33)	\$ (3,139,759.27)	6217
Managed Care Total		\$ 44,572,999.57	\$ (1,367,794.19)	\$ (11,680,452.15)	14930
	EMR	\$ 10,290,333.71	\$ (9,759.07)	\$ (974,795.68)	3881
	EMR PSYCH	\$ 433,528.36	\$ (302.53)	\$ (44,052.07)	136
	ER OB	\$ 17,939.86	\$ -	\$ (4,415.19)	7
	ER TRAUMA	\$ 2,161,497.94	\$ (1,808.89)	\$ (194,213.93)	241
	PEDS ER	\$ 14,838,632.30	\$ (8,892.32)	\$ (1,437,861.21)	12041
Medicaid Total		\$ 27,741,932.17	\$ (20,762.81)	\$ (2,655,338.08)	16306
	EMR	\$ 8,013,406.94	\$ (47,985.00)	\$ (926,941.68)	2936
	EMR PSYCH	\$ 334,835.73	\$ (475.02)	\$ (51,969.51)	118
	ER TRAUMA	\$ 2,834,312.92	\$ (10,905.37)	\$ (289,954.10)	255
	PEDS ER	\$ 3,770.91	\$ -	\$ (618.07)	2
Medicare Total		\$ 11,186,326.50	\$ (59,365.39)	\$ (1,269,483.36)	3311
	EMR	\$ 952,453.54	\$ (59,377.93)	\$ (287,008.33)	343
	EMR PSYCH	\$ 13,498.18	\$ -	\$ -	1
	ER OB	\$ 2,940.13	\$ -	\$ (987.19)	1
	ER TRAUMA	\$ 14,170,976.01	\$ (708,638.08)	\$ (3,156,277.28)	1405
	PEDS ER	\$ 349,840.43	\$ (28,395.62)	\$ (139,806.40)	194
MVA Total		\$ 15,489,708.29	\$ (796,411.63)	\$ (3,584,079.20)	1944

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

2008 – Cont'd					
Carrier Name	Service	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
	EMR	\$ 2,355,797.49	\$ (27,523.27)	\$ (333,410.08)	784
	EMR PSYCH	\$ 37,720.56	\$ (2,126.55)	\$ (7,078.24)	14
	ER TRAUMA	\$ 1,559,553.26	\$ (63,272.20)	\$ (511,952.16)	165
	PEDS ER	\$ 237,626.29	\$ (6,484.57)	\$ (87,154.54)	127
Other Governmental Total		\$ 4,190,697.60	\$ (99,406.59)	\$ (939,595.02)	1090
	EMR	\$ 2,120,498.18	\$ (22,602.43)	\$ (543,175.42)	912
	EMR PSYCH	\$ 57,724.83	\$ -	\$ (13,553.55)	21
	ER TRAUMA	\$ 197,570.44	\$ (4,158.66)	\$ (21,270.86)	20
	PEDS ER	\$ 48,977.72	\$ (1,615.92)	\$ -	40
Pending Medicaid/CCSS Total		\$ 2,424,771.17	\$ (28,377.01)	\$ (577,999.83)	993
	EMR	\$ 57,278,704.97	\$ (1,060,983.74)	\$ (179,907.21)	23464
	EMR PSYCH	\$ 944,644.44	\$ (10,926.24)	\$ (417.73)	314
	ER OB	\$ 17,615.22	\$ -	\$ -	5
	ER OBSV	\$ 6,448.69	\$ (1,534.39)	\$ -	2
	ER TRAUMA	\$ 16,233,071.82	\$ (919,283.62)	\$ (1,481,606.65)	1776
	PEDS ER	\$ 9,195,072.51	\$ (315,071.52)	\$ (59,617.54)	6936
Self Pay Total		\$ 83,675,557.65	\$ (2,307,799.51)	\$ (1,721,549.13)	32497
	EMR	\$ 2,204,256.74	\$ (22,290.26)	\$ (412,208.91)	1132
	ER TRAUMA	\$ 3,605,605.51	\$ (24,788.10)	\$ (752,473.78)	677
	PEDS ER	\$ 12,196.96	\$ -	\$ (2,351.58)	8
Workman's Compensation Total		\$ 5,822,059.21	\$ (47,078.36)	\$ (1,167,034.27)	1817
Grand Total		\$ 212,381,650.12	\$ (5,073,849.32)	\$ (34,530,494.46)	79527

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

2009					
Carrier Name	Service	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
	EMR	\$ 14,861,450.84	\$ (43,974.90)	\$(12,714,264.03)	6194
	EMR PSYCH	\$ 1,313,799.75	\$ -	\$ (507,509.29)	361
	ER OBSV	\$ 16,224.10	\$ -	\$ (7,592.91)	4
	ER TRAUMA	\$ 1,159,711.29	\$ (5,824.31)	\$ (1,016,468.22)	304
	PEDS ER	\$ 72,255.65	\$ -	\$ (64,694.74)	34
CCSS Total		\$ 17,423,441.63	\$ (49,799.21)	\$(14,310,529.19)	6897
	EMR	\$ 585,616.26	\$ (70,326.14)	\$ (144,819.52)	241
	ER TRAUMA	\$ 121,947.30	\$ (12,190.36)	\$ (47,098.50)	34
	PEDS ER	\$ 122,329.06	\$ (13,687.73)	\$ (41,871.73)	60
Commercial Ins Non Contracted Total		\$ 829,892.62	\$ (96,204.23)	\$ (233,789.75)	335
	EMR	\$ 20,158,712.11	\$ (481,079.02)	\$ (5,117,489.65)	6806
	EMR PSYCH	\$ 138,584.89	\$ (1,527.31)	\$ (42,639.10)	39
	ER OB	\$ 5,082.74	\$ -	\$ (1,933.09)	1
	ER OBSV	\$ 6,919.93	\$ (50.00)	\$ (1,914.00)	1
	ER TRAUMA	\$ 7,300,382.64	\$ (167,441.29)	\$ (1,950,203.91)	1162
	PEDS ER	\$ 9,140,391.44	\$ (282,644.35)	\$ (2,943,244.21)	6232
Managed Care Total		\$ 36,750,073.75	\$ (932,741.97)	\$(10,057,423.96)	14241
	EMR	\$ 12,014,126.42	\$ (5,468.86)	\$ (1,148,704.09)	4415
	EMR PSYCH	\$ 599,224.60	\$ (155.03)	\$ (49,779.19)	159
	ER OB	\$ 12,799.63	\$ -	\$ (1,622.22)	4
	ER OBSV	\$ 3,361.61	\$ -	\$ (215.12)	1
	ER TRAUMA	\$ 2,139,517.94	\$ (1,927.90)	\$ (216,028.04)	326
	PEDS ER	\$ 16,480,604.27	\$ (9,083.41)	\$ (1,348,214.93)	14356
Medicaid Total		\$ 31,249,634.47	\$ (16,635.20)	\$ (2,764,563.59)	19261
	EMR	\$ 8,460,924.71	\$ (38,567.93)	\$ (1,020,210.59)	3004
	EMR PSYCH	\$ 461,001.77	\$ (420.51)	\$ (67,159.39)	136
	ER OBSV	\$ 2,784.82	\$ -	\$ (439.57)	1
	ER TRAUMA	\$ 2,046,313.48	\$ (13,672.80)	\$ (198,409.69)	294
	PEDS ER	\$ 7,952.90	\$ (192.71)	\$ (974.32)	6
Medicare Total		\$ 10,978,977.68	\$ (52,853.95)	\$ (1,287,193.56)	3441
	EMR	\$ 673,534.97	\$ (39,581.27)	\$ (148,005.54)	288
	EMR PSYCH	\$ 8,364.08	\$ -	\$ -	1
	ER OB	\$ 14,297.60	\$ -	\$ (2,679.27)	1
	ER TRAUMA	\$ 16,589,184.87	\$ (394,409.54)	\$ (3,361,022.46)	1805
	PEDS ER	\$ 377,859.42	\$ (10,912.67)	\$ (89,548.16)	230

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

MVA Total		\$ 17,663,240.94	\$ (444,903.48)	\$ (3,601,255.43)	2325
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Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

2009 – Cont'd					
Carrier Name	Service	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
	EMR	\$ 3,857,115.60	\$ (26,014.95)	(402,184.84)	1206
	EMR PSYCH	\$ 116,128.82	\$ (1,568.57)	\$ (25,776.78)	24
	ER TRAUMA	\$ 2,003,264.49	\$ (48,977.31)	\$ (273,103.84)	249
	PEDS ER	\$ 314,171.14	\$ (3,121.19)	\$ (78,195.73)	152
Other Governmental Total		\$ 6,290,680.05	\$ (79,682.02)	\$ (779,261.19)	1631
	EMR	\$ 3,231,754.31	\$ (2,230.54)	\$ (531,742.42)	1282
	EMR PSYCH	\$ 252,808.38	\$ -	\$ (18,780.22)	67
	ER TRAUMA	\$ 237,196.49	\$ -	\$ (22,391.62)	62
	PEDS ER	\$ 61,549.56	\$ -	\$ -	49
Pending Medicaid/CCSS Total		\$ 3,783,308.74	\$ (2,230.54)	\$ (572,914.26)	1460
	EMR	\$ 58,923,124.44	\$ (818,769.44)	\$ (279,982.20)	24255
	EMR PSYCH	\$ 801,244.69	\$ (75.00)	\$ -	233
	ER OB	\$ 4,625.52	\$ -	\$ -	1
	ER OBSV	\$ 2,161.16	\$ -	\$ -	1
	ER TRAUMA	\$ 19,962,799.09	\$ (919,127.83)	\$ (2,358,809.43)	3041
	PEDS ER	\$ 9,418,898.11	\$ (267,541.86)	\$ (108,388.22)	7515
Self Pay Total		\$ 89,112,853.01	\$ (2,005,514.13)	\$ (2,747,179.85)	35046
	EMR	\$ 1,375,561.09	\$ (22,967.02)	\$ (252,301.40)	801
	ER TRAUMA	\$ 2,949,675.56	\$ (8,791.36)	\$ (621,072.87)	677
	PEDS ER	\$ 16,155.03	\$ (150.00)	\$ (3,049.52)	10
Workman's Compensation Total		\$ 4,341,391.68	\$ (31,908.38)	\$ (876,423.79)	1488
Grand Total		\$218,423,494.57	\$ (3,712,473.11)	\$(37,230,534.57)	86125

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

2010 – Through 9/2010					
Carrier Name	Service	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
	EMR	\$ 8,469,846.63	\$ (782.50)	\$ (5,654,689.09)	3607
	EMR PSYCH	\$ 770,684.87	\$ -	\$ (145,209.37)	219
	ER OBSV	\$ 3,699.04	\$ -	\$ (2,774.28)	1
	ER TRAUMA	\$ 552,947.94	\$ -	\$ (319,325.89)	157
	PEDS ER	\$ 17,709.13	\$ (220.00)	\$ (11,117.57)	11
CCSS Total		\$ 9,814,887.61	(1,002.50)	\$ (6,133,116.20)	3995
	EMR	\$ 289,054.48	\$ (24,321.43)	\$ (59,959.59)	136
	ER TRAUMA	\$ 231,393.72	\$ (728.51)	\$ (48,262.41)	28
	PEDS ER	\$ 37,155.40	\$ (8,198.21)	\$ (10,294.42)	32
Commercial Ins Non Contracted Total		\$ 557,603.60	\$ (33,248.15)	\$ (118,516.42)	196
	EMR	\$ 12,007,449.27	\$ (218,016.61)	\$ (2,858,985.11)	4216
	EMR PSYCH	\$ 77,271.19	\$ (872.80)	\$ (12,603.99)	19
	ER OBSV	\$ 28,442.29	\$ -	\$ (1,353.00)	5
	ER TRAUMA	\$ 6,710,363.34	\$ (58,871.54)	\$ (1,545,600.16)	1086
	PEDS ER	\$ 4,787,429.93	\$ (126,595.35)	\$ (1,517,749.31)	3304
Managed Care Total		\$ 23,610,956.02	\$ (404,356.30)	\$ (5,936,291.57)	8630
	EMR	\$ 8,421,951.18	\$ (3,987.68)	\$ (676,701.13)	3222
	EMR PSYCH	\$ 295,906.08	\$ -	\$ (23,112.87)	91
	ER OB	\$ 7,212.03	\$ -	\$ (856.91)	1
	ER OBSV	\$ 5,242.17	\$ -	\$ (293.69)	1
	ER TRAUMA	\$ 1,827,941.01	\$ (100.48)	\$ (148,745.30)	288
	PEDS ER	\$ 11,168,077.10	\$ (2,758.87)	\$ (863,942.72)	10091
Medicaid Total		\$ 21,726,329.57	\$ (6,847.03)	\$ (1,713,652.62)	13694
	EMR	\$ 5,545,962.56	\$ (18,798.11)	\$ (630,904.02)	2133
	EMR PSYCH	\$ 326,216.54	\$ (305.45)	\$ (43,158.79)	96
	ER TRAUMA	\$ 1,635,648.82	\$ (3,742.48)	\$ (155,082.35)	249
	PEDS ER	\$ 1,546.69	\$ -	\$ -	1
Medicare Total		\$ 7,509,374.61	\$ (22,846.04)	\$ (829,145.16)	2479
	EMR	\$ 510,826.59	\$ (14,929.52)	\$ (64,042.22)	220
	ER TRAUMA	\$ 11,404,719.18	\$ (107,169.00)	\$ (1,419,831.01)	1380
	PEDS ER	\$ 135,538.99	\$ (1,201.11)	\$ (16,999.39)	125
MVA Total		\$ 12,051,084.76	\$ (123,299.63)	\$ (1,500,872.62)	1725

Exhibit A
Scope of Project
RFP No. 2010-29
Emergency Medical Services

2010 – Through 9/2010					
Carrier Name	Service	Total Charges	Pt Pmt	Ins Pmt	Number of Accts
	EMR	\$ 1,567,800.77	\$ (2,906.40)	\$ (153,074.79)	535
	EMR PSYCH	\$ 45,737.68	\$ (60.00)	\$ (10,700.97)	12
	ER TRAUMA	\$ 1,303,904.12	\$ (249.33)	\$ (121,592.47)	219
	PEDS ER	\$ 123,926.16	\$ (785.01)	\$ (31,728.36)	91
Other Governmental Total		\$ 3,041,368.73	\$ (4,000.74)	\$ (317,096.59)	857
	EMR	\$ 3,215,023.06	\$ (3,770.42)	\$ (210,564.37)	1265
	EMR PSYCH	\$ 201,716.46	\$ -	\$ -	50
	ER TRAUMA	\$ 267,807.54	\$ -	\$ (9,072.84)	51
	PEDS ER	\$ 30,050.63	\$ (50.00)	\$ -	39
Pending Medicaid/CCSS Total		\$ 3,714,597.69	\$ (3,820.42)	\$ (219,637.21)	1405
	EMR	\$ 41,621,046.36	\$ (280,806.15)	\$ (92,721.44)	17908
	EMR PSYCH	\$ 519,699.47	\$ (4,618.86)	\$ -	154
	ER OBSV	\$ 14,374.98	\$ -	\$ -	2
	ER TRAUMA	\$ 10,085,125.41	\$ (64,499.77)	\$ (403,521.71)	1868
	PEDS ER	\$ 4,634,047.28	\$ (92,292.69)	\$ (35,693.13)	3857
Self Pay Total		\$ 56,874,293.50	\$ (442,217.47)	\$ (531,936.28)	23789
	EMR	\$ 694,460.90	\$ (1,918.57)	\$ (120,786.34)	416
	ER TRAUMA	\$ 1,922,119.79	\$ -	\$ (370,022.45)	519
	PEDS ER	\$ 1,911.91	\$ -	\$ (465.88)	2
Workman's Compensation Total		\$ 2,618,492.60	\$ (1,918.57)	\$ (491,274.67)	937
Grand Total		\$141,518,988.69	\$(1,043,556.85)	\$(17,791,539.34)	57707

Exhibit B

Sample Contract

AGREEMENT FOR PHYSICIAN MEDICAL DIRECTORSHIP AND PHYSICIAN PROFESSIONAL SERVICES

This Agreement, made and entered into this ____ day of _____, 20____, by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital") and //NAME//, a professional corporation, engaged in the practice of medicine specializing in Emergency Medical Services and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at //ADDRESS// (hereinafter referred to as the "Provider");

WHEREAS, Hospital is the operator of an Emergency Medicine Department located in Hospital which requires a Medical Directorship and professional medical services; and

WHEREAS, Hospital recognizes that the proper functioning of the Emergency Medicine Department requires supervision and direction by a physician who has been properly trained and is fully qualified and competent to practice medicine as an emergency medicine physician; and

WHEREAS, Provider desires to contract for and provide said Medical Directorship and professional medical services; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the operation of the Emergency Medicine Department in Hospital during the term of this Agreement.

NOW THEREFORE, in consideration of the covenants and mutual promises made herein, the parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following definitions apply:

- 1.1 Provider. //NAME// and all physicians associated with it who have privileges at Hospital to provide emergency medicine services.
- 1.2 Principal Physician. //PHYSICIAN NAME//.
- 1.3 Member Physicians. Physicians associated with Provider who provide services pursuant to this Agreement. Unless the context requires otherwise, the term "Member Physicians" shall include the Principal Physician.
- 1.4 Allied Health Providers. Individuals other than a licensed physician, M.D., D.O. or dentist who exercise independent or dependent judgment within the areas of their scope of practice and who are qualified to render patient care services under the supervision of a qualified physician who has been accorded privileges to provide such care in Hospital.

- 1.5 Department. Unless the context requires otherwise, Department refers to Hospital's Department of Emergency Medicine, including but not limited to, Adult Emergency, Pediatric Emergency Medical Services, and Trauma.
- 1.6 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition.
- 1.7 Services to Patients. Those services personally rendered by Provider's Member Physicians to the patient.
- a. To qualify as "services to patients", services must, in general: (i) be personally furnished by Provider's Member Physicians; (ii) contribute directly to the diagnosis or treatment of the patient; and (iii) ordinarily require performance by a physician.
 - b. Services to patients include: (i) consultative services; and (ii) services personally performed by Provider's Member Physicians in the administration of procedures to an individual patient.
- 1.8 Services to Hospital. Those services which do not qualify as "services to patients" as herein defined, but which are services provided by Provider to Hospital and are related to the provision of patient care in Hospital; including, but not limited to, administrative and supervisory services. Clinical services which do not meet the requirements of "services to patients" shall be considered "services to Hospital."

II. PROVIDER'S OBLIGATIONS

- 2.1 Coverage. Provider, through its Member Physicians, hereby agrees to perform the following services as requested by Hospital and in a manner reasonably satisfactory to Hospital:
- a. Provider shall provide professional services in the best interests of Hospital's patients with all due diligence.
 - b. Provider shall provide professional coverage of emergency patient care services in Department. The care of all pediatric patients presenting to the Pediatric Emergency Service Area will be provided under the direction of a Member Physician specializing in pediatric emergency medicine.
 - c. Provider shall provide the emergency medical services on premises of Hospital twenty-four (24) hours per day, seven (7) days per week, including holidays, throughout the term of this Agreement to treat patients in Hospital's Emergency Room, Pediatric Emergency Medical Services and Trauma. In no event shall the number of Member Physicians on the premises be less than four (4).
 - d. Provider shall provide additional physician services on-site and on-call as necessary, from time to time, to meet Department patient demands.
 - e. Provider shall provide patient care services which shall include, but not limited to, clinical procedures normally performed in a licensed basic emergency facility.
 - f. Provider shall coordinate the schedules and assignments of the physicians assigned to Department.

- c. Provider shall be fully responsible for the performance and supervision of any of its Member Physicians, including its Principal Physician, or others under its direction and control, in the performance of services under this Agreement.
- d. Member Physicians must be duly qualified and licensed physicians and surgeons of the State of Nevada, practicing the medical specialty of Emergency Medicine. Member Physicians in the Emergency Department, Trauma or Pediatric Emergency providing emergency care services shall be Board Certified/ Eligible by the American Board of Emergency Medicine, the American Board of Osteopathic Medicine, and/or the American Board of Pediatric Emergency Medicine.
- e. Provider recognizes that Hospital has been designated as a Level I Trauma Center by the State of Nevada. Member Physicians shall hold Advanced Cardiac Life Support (“ACLS”), Advanced Trauma Life Support (“ATLS”), and/or Pediatric Advanced Life Support (“PALS”) certification from the American College Surgeons as these certifications relate to each Member Physician’s respective level of expertise or involvement in Trauma Services.
- f. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual and Human Resource Policies as applicable to the Allied Health Provider.

2.6 Medical Director. Provider’s Principal Physician, who has been appointed Medical Director of Department, shall assume medical responsibility for Department during the term of this Agreement. The Principal Physician shall at all times during the term of this Agreement;

- a. be Board Certified by the American Board of Emergency Medicine, the American Board of Osteopathic Medicine, and/or the American Board of Pediatric Emergency Medicine;
- b. hold an active license to practice medicine from the State of Nevada which is in good standing; and
- c. not be subject to any agreement or understanding, written or oral, that the Principal Physician will not engage in the practice of medicine, either temporarily or permanently.

Hospital shall, in its discretion, have the right to terminate this Agreement if Principal Physician fails to meet any of the foregoing requirements in this section.

Provider’s Member Physicians shall serve as Director of the Emergency Medical Department, UMC-ED Director of Emergency Medical Services (“EMS”), UMC-ED Director of Pediatric Emergency Services (“PES”), UMC-ED Director of Performance Improvement/Utilization Review (“PI/UR”) and Director of Critical Care Transport (“CCT”), hereinafter collectively referred to as “Administrative Directors.” In addition to the general duties of a director set forth in Paragraphs 2.7 and 2.8, hereinbelow, the specific duties of said directors are attached hereto and incorporated herein as Attachments “D-1 through D-5”, respectively.

2.7 Clinical Responsibilities of Principal Physician/Medical Director.

- a. Provide Emergency Medical Services;

- b. Provide clinical direction of Hospital's Department;
- c. Ensure clinical effectiveness by providing direction and supervision in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- d. Provide consultations and documentation in accordance with the standards and recommendations of The Joint Commission; Centers for Medicare & Medicaid Services ("CMS"); Emergency Medical Treatment and Active Labor Act ("EMTALA") policies, rules and regulations; and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect;
- e. Provide ongoing patient contact as medically necessary and appropriate;
- f. Coordinate and integrate clinically related Department activities both inter and intra departmentally within Hospital and its affiliated clinics;
- g. Participate in scheduled clinical staff meetings and conferences;
- h. Provide training in emergency medicine to resident physicians at Hospital; and
- i. Perform such other clinical duties as necessary to operate the Department.

2.8 Administrative Responsibilities of Principal Physician/Medical Director.

- a. Contribute to a positive relationship among Hospital's Administration, Health Care Providers (RN's, ancillary providers), Hospital's Medical Staff and the community;
- b. Promote the growth and development of the Department in conjunction with Hospital with special emphasis on expanding diagnostic and therapeutic services;
- c. Inform the Medical Staff of new equipment and applications;
- d. Recommend innovative changes directed toward improved patient services;
- e. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
- f. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
- g. Represent the Department on Hospital's medical staff committees and at Hospital department meetings as the need arises;
- h. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established Hospital mechanisms for appropriate follow-up;
- i. Assess and recommend to Hospital's Administration a sufficient number of qualified and competent staff members to provide patient care;

- j. Assess and recommend to Hospital's Administration the need for capital expenditure for equipment, supplies and space required to maintain and expand the Department;
 - k. Provide for the education of Medical Staff and Hospital personnel, residents and medical students in a defined organized structure and as the need presents itself;
 - l. Monitor the use of equipment and report any malfunction to Hospital Administration;
 - m. Assist Hospital in the selection of outside sources for needed medical professional services;
 - n. Assist Hospital in the appeal of any denial of payment of Hospital charges;
 - o. Assist Hospital's Administration with the performance of such other administrative duties as necessary to operate the Department;
 - p. Use best efforts to use Hospital's contracted anesthesiologists and hospitalists.
- 2.9 Time Studies Provider shall record in hourly increments time spent in teaching, administration and supervision. Provider shall choose to report a week he/she worked the entire week, ideally with a different week chosen each month, so there is an even distribution of weeks throughout the year. Provider shall submit such time studies to Hospital's Fiscal Services Department by the 12th of each month. Failure to submit the required time study by the 12th of each month will delay that month's payment until the time study is received. A copy of the **PHYSICIAN'S TIME STUDY** is incorporated herein as Attachment "A".
- 2.10 Participation on Committees. Member Physicians shall participate on applicable committees as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect, and will assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals. Provider shall require all Member Physicians to participate in the committee activities of Hospital as set forth in this Paragraph.
- 2.11 Education. Member Physicians shall be members of the Teaching Faculty of Hospital's Paramedic Training Program, the Advanced Cardiac Life Support ("ACLS") Training Program, the Advanced Trauma Life Support ("ATLS") training program, the Pediatric Advanced Life Support ("PALS") Training Program, Continuing Medical Education ("CME") courses designed to provide a higher level of treatment to trauma patients by physicians and such other training programs, both professional and para-professional, conducted by Hospital. Each educational activity shall be taught by a qualified Member Physician having a high level of involvement in the subject of the educational activity. Provider shall require all full-time Member Physicians to participate in the educational activities of Hospital as set forth in this Paragraph.

2.12 Standards of Performance / Performance Expectations.

- a. Provider promises to adhere to Hospital's established standards and policies for providing good patient care. In addition, Provider shall ensure that its Member Physicians shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable National Patient Safety Goals, the Bylaws, Rules and Regulations of the Medical and Dental Staff, the CMS Conditions of Participation, and the Medical Staff Physician's Code of Conduct, as may then be in effect.
- b. Hospital expressly agrees that the professional services of Provider may be performed by such physicians as Provider may associate with, so long as Provider has obtained the prior written approval of Hospital. So long as Provider is performing the services required hereby, its employed or contracted physicians shall be free to perform private practice at other offices and hospitals. If any of Provider's Member Physicians are employed by Provider under the J-1 Visa waiver program, Provider will so advise Hospital, and Provider shall be in strict compliance, at all times during the performance of this Agreement, with all federal laws and regulations governing said program and any applicable state guidelines.
- c. Provider shall maintain professional demeanor and not violate Medical Staff Physician's Code of Conduct.
- d. Provider shall assist Hospital with improvement of customer satisfaction and performance ratings using results from Hospital's patient survey for Services performed in Hospital.
- e. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- f. Provider shall strive to improve morbidity and mortality rates among Hospital's emergency medicine and transplant emergency medicine patients.
- g. Provider shall provide a level of emergency medicine care to enhance and improve emergency medicine and transplant emergency medicine outcomes.
- h. Provider shall provide for the education of Medical Staff and Hospital personnel, residents and medical students in a defined organized structure and as the need presents itself.
- i. Provider shall provide a continuum of educational experience meeting all Graduate Medical Education (GME) standards.
- j. Provider shall provide scholarly activities that include, but are not limited to: 1) clinical research; 2) presentation of academic papers; and 3) lectures.

2.13 Exclusivity. Provider shall not engage in any practice that could detract from Provider's commitment to its duties with Hospital. Member Physicians shall not serve as Director, or in any administrative capacity, of any other emergency or trauma department in any hospital in Clark County during the term of this Agreement without the prior written approval of Hospital. Provider, its affiliates and subsidiaries shall not commence negotiations with third parties in Clark County for the provision of emergency medical services without the prior written approval of Hospital. This covenant shall be construed as an agreement independent of any other provision of

this Agreement, and the existence of any claim or cause of action of any Member Physician, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Hospital of this covenant.

- 2.14 Subcontractors. In the event Provider elects to provide the services required by this Agreement through arrangements with subcontractors, Provider shall comply with the following procedures:
- a. The selection of an individual physician to serve as a subcontractor is subject to the requirement that subcontractors be members in good standing of Hospital's medical staff with appropriate clinical privileges and appropriate Hospital credentialing.
 - b. The terms and conditions of the contractual arrangement between Provider and the subcontractor shall be reduced to writing and the written subcontract shall be subject to the approval of the Board of Hospital Trustees, which approval shall not be unreasonably withheld or delayed;
 - c. The administrative duties required by this Agreement shall not be delegated to a subcontractor and, therefore, no Hospital insurance coverage for liability arising out of the performance of administrative duties shall be provided by Hospital; and
 - d. Provider requires the subcontractor to carry and provide evidence of insurance which conforms to the requirements of Paragraphs 2.15 and 2.16.
- 2.14 Independent Contractor. In the performance of the work duties and obligations performed by Provider under this Agreement, it is mutually understood and agreed that Provider is at all times acting and performing as an independent contractor practicing the profession of medicine. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.
- 2.15 Industrial Insurance.
- a. As an independent contractor, Provider shall be fully responsible for premiums related to accident and compensation benefits for its shareholders and/or direct employees as required by the industrial insurance laws of the State of Nevada.
 - b. Provider agrees, as a condition precedent to the performance of any work under this Agreement and as a precondition to any obligation of Hospital to make any payment under this Agreement, to provide Hospital with a certificate issued by the appropriate entity in accordance with the industrial insurance laws of the State of Nevada. Provider agrees to maintain coverage for industrial insurance pursuant to the terms of this Agreement. If Provider does not maintain such coverage, Provider agrees that Hospital may withhold payment, order Provider to stop work, suspend the Agreement or terminate the Agreement.
- 2.16 Professional Liability Insurance.
- a. Provider shall carry professional liability insurance on its Member Physicians and employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of the Medical and Dental Staff. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as necessary.

- b. As Director of the Department described in this Agreement, Provider is covered for the performance of administrative duties under Hospitals's current Directors and Officers Liability policy.
- 2.17 Provider Personal Expenses. Provider shall be responsible for all its personal expenses, including, but not limited to, membership fees, dues and expenses of attending conventions and meetings, except those specifically requested and designated by Hospital.
- 2.18 Maintenance of Records.
- a. All medical records, histories, charts and other information regarding patients treated or matters handled by Provider hereunder, or any data or data bases derived therefrom, shall be the property of Hospital regardless of the manner, media or system in which such information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.
 - b. Provider shall complete all patient charts in a timely manner in accordance with the standards and recommendations of The Joint Commission, CMS, and Regulations of the Medical and Dental Staff, as may then be in effect.
- 2.19 Health Insurance Portability and Accountability Act of 1996.
- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical 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 (iii) identifies such individual.
 - b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.
 - c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. Hospital and Provider shall share a common patient's Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.
- 2.20 Voluntary Absence. Provider's Principal Physician may require personal time away from Hospital for vacation, seminars and so forth. In such event, Principal Physician shall advise Hospital's

Administration in a reasonable time prior to such absence, however, such absence shall not diminish the requirements for administration and supervision of the Department and Principal Physician shall arrange for administrative and supervisory coverage during his absence.

- 2.21 UMC Policy #I-66. Provider shall ensure that its staff and equipment utilized at Hospital, if any, are at all times in compliance with University Medical Center Policy #I-66, set forth in Attachment "B", incorporated and made a part hereof by this reference.

III. PERFORMANCE IMPROVEMENT AND RISK MANAGEMENT

- 3.1 Provider agrees that all services provided by it shall meet the standards required by Hospital, including standards of practice of the Medical and Dental Staff, appropriate licensing agencies, including the State of Nevada and The Joint Commission, the American College of Surgeons, and, shall, through its designated PI/UR Director participate:
- a. In the Performance Improvement and Risk Management programs of Hospital and serve on such Performance Improvement or Risk Management Committees as may be required by the situation;
 - b. In on-going Performance Improvement monitoring activities, which shall be conducted annually in the Department in order to evaluate and enhance the quality of patient care. These monitoring activities shall be conducted pursuant to the standards and recommendations of The Joint Commission, and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect, and may include, but are not limited to, audits, compliance with performance standards, analyses of patient throughout times, and annual Department site visits by Provider, its employees, and agents. The appropriate review mechanism shall be applied in accordance with the requirements of applicable laws and regulations, accreditation organizations and the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect. An annual review and report will be prepared and presented in accordance with Medical and Dental Staff Performance Improvement Plans;
 - c. In Risk Management activities designed to identify, evaluate and reduce risk of patient injury associated with care, and compliance with any and all federal and/or state regulations pertaining to receiving and transferring patients;
 - d. On the Joint Practice Committee with nursing and other ancillary disciplines involved in emergency care; and
 - e. In educational activities for the nursing staff.

VI. HOSPITAL'S OBLIGATIONS

- 4.1 Space, Equipment and Supplies.
- a. Hospital shall provide space within Hospital for the Department (excluding Provider's private office space); however, Provider shall not have exclusivity over any space or equipment provided therein and shall not use the space or equipment for any purpose not related to the proper functioning of the Department.

- b. Hospital shall make available during the term of the Agreement such equipment as is determined by Hospital to be required for the proper operation and conduct of the Department. Hospital shall also keep and maintain said equipment in good order and repair.
 - c. Hospital shall purchase all necessary supplies for the proper operation of the Department and shall keep accurate records of the cost thereof.
- 4.2 Hospital Services. Hospital shall, at its expense, furnish the Principal Physician with ordinary transcription service, janitorial service, in-house messenger service and telephone service as may be required by the administrative duties of Principal Physician. Hospital shall provide, for the use of the Department, such space as may be necessary for Provider's billing representative, personnel and equipment as may be necessary to provide copies and transcription of medical records. Hospital shall also provide the services of other hospital departments including, but not limited to, Accounting, Administration, Engineering, Human Resources, Material Management, Medical Records and Nursing.
- 4.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Department shall be employed by Hospital. The selection and retention of such personnel shall be in cooperation with Principal Physician, but Hospital shall have final authority with respect to such selection and retention. Salaries and personnel policies for persons within personnel classifications used in Department shall be uniform with other Hospital personnel in the same classification insofar as may be consistent with the recognized skills and/or hazards associated with that position, providing that recognition and compensation be provided for personnel with special qualifications in accordance with the personnel policies of Hospital.
- 4.4 Annual Review. Hospital and Provider shall conduct an annual review of Provider's performance of Services.

V. BILLING

- 5.1 Direct Billing.
- a. Provider shall directly bill patients and/or third party payors for all professional components. Hospital shall provide, at Hospital's expense, usual social security and insurance information to facilitate direct billing. Unless specifically agreed to in writing or elsewhere in this Agreement, Hospital is not otherwise responsible for the billing or collection of professional components.
 - b. Provider agrees to maintain a mandatory assignment contract with Medicare.
 - c. Fees will not exceed that which is usual, reasonable and customary for the community. Provider shall furnish a list of these fees upon request of Hospital.
 - d. Provider shall not bill patients or Hospital for Provider services rendered to patients deemed to be indigents by Clark County Social Service, or applicable law.
 - e. Provider shall use best efforts to negotiate a contract with all payors with whom Hospital has a contract.
- 5.2 Physician Billing/Compliance.

- a. Provider agrees to comply with all applicable federal and state statutes and regulations (as well as applicable standards and requirements of non-governmental third-party payors) in connection with Provider's submission of claims and retention of funds for Provider's services provided to patients at Hospital's facilities (collectively "Billing Requirements").
- b. In furtherance of the foregoing and without limiting in any way the generality thereof, Provider agrees:
 1. To ensure that all claims by Provider for Provider's services provided to patients at Hospital's facilities are complete and accurate;
 2. To cooperate and communicate with Hospital in the claim preparation and submission process to avoid inadvertent duplication by ensuring that Provider does not bill for any item or service that has been or will be appropriately billed by Hospital as an item or service provided by Hospital at Hospital's facilities;
 3. To keep current on applicable Billing Requirements as the same may change from time to time; and
 4. In addition to any other indemnification provision contained herein, to indemnify, defend, and hold harmless Hospital, its governing board members, officers, employees, agents, successors and assigns from and against any and all claims, injuries, lawsuits, investigations, losses, damages, demands, expenses and liabilities, including, but not limited to, legal expenses and cost of settlements, of whatever nature, arising out of Provider's breach of the foregoing covenants.

VI. COMPENSATION

- 6.1 Except as provided in Paragraphs 6.2, and 6.3, hereinbelow, each of Hospital's patients receiving services from Provider shall be directly billed by Provider for such services.
- 6.2 During the term of this Agreement and subject to paragraphs 8.6 and 8.15, hereinbelow, Hospital will compensate Provider //DIRECTOR ANNUAL COMPENSATION// per year at the rate of //DIRECTOR MONTHLY COMPENSATION// per month, on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's duties as Medical Director of the Department of Emergency medicine.
- 6.3 During the term of this Agreement and subject to paragraphs 8.6 and 8.15, hereinbelow, Hospital will compensate Provider //SERVICES ANNUAL COMPENSATION// per year at the rate of //SERVICES MONTHLY COMPENSATION// per month, on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for the previous month's services professional medical services rendered to Hospital's Emergency medicine Department.

VII. TERM/MODIFICATIONS/TERMINATION

- 7.1 Term of Agreement. This Agreement shall become effective on the 1st day of July, 2011, and, subject to paragraphs 7.6 and 7.15, hereinbelow, shall remain in effect through the June 30, 2016.

7.2. Modifications. Provider shall notify Hospital in writing of:

- a. Any change of address of Provider;
- b. Any change in membership or ownership of Provider's group or professional corporation.
- c. Any action against the license of any of Provider's Member Physicians;
- d. Any action commenced against Provider which could materially affect this Agreement;
- e. Any exclusionary action initiated or taken by a federal health care program against Provider or any of Provider's Member Physicians; or
- f. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

7.3. Termination For Cause.

- a. This Agreement shall immediately and automatically terminate, without notice by Hospital, upon the occurrence of any one of the following events:
 1. The exclusion of Provider from participation in a federal health care program;
 2. The expulsion, termination or suspension of Provider's Principal Physician by Hospital's Medical Staff or loss of Provider's Principal Physician's license to practice medicine unless Provider provides a substitute physician who is satisfactory to Hospital, as determined by Hospital's Administration in consultation with the Medical Executive Committee. [Hospital will not unreasonably withhold such acceptance/approval.]; or
 3. The conviction of Provider's Principal Physician of any crime punishable as a felony involving moral turpitude or immoral conduct unless Provider provides a substitute physician who is satisfactory to Hospital, as determined by Hospital's Administration in consultation with the Medical Executive Committee. [Hospital will not unreasonably withhold such acceptance/approval.].
- b. The Agreement may be terminated by Hospital at any time immediately, without notice by Hospital, upon the occurrence of any of the following events:
 1. Principal Physician loses Board Certification; or
 2. Principal Physician's license to practice medicine from the State of Nevada is suspended, revoked or otherwise loses good standing; or
 3. The Principal Physician is subject to any agreement or understanding, written or oral, that the Principal Physician will not engage in the practice of medicine, either temporarily or permanently; or
 4. Provider's or Principal Physician's business license has been suspended or revoked; or

5. The Principal Physician is subject to any court order that restricts or prohibits him/her from practicing medicine, either temporarily or permanently.
- c. This Agreement may be terminated by Hospital at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within thirty (30) days after written notice of said breach:
1. Professional misconduct by any of Provider's Member Physicians as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and the appeal processes thereunder;
 2. Conduct by any of Provider's Member Physicians which demonstrates an inability to work with others in the institution and such behavior presents a real and substantial danger to the quality of patient care provided at the facility as determined by Hospital;
 3. Disputes among the Member Physicians, partners, owners, principals, or Provider's group or professional corporation that, in the reasonable discretion of Hospital, are determined to disrupt the provision of good patient care;
 4. Absence of Provider's Principal Physician, by reason of illness or other cause, for a period of ninety (90) days, unless adequate coverage is furnished by Provider. Such adequacy will be determined by Hospital's Administration; or
 5. Breach of any material term or condition of this Agreement.
- d. This Agreement may be terminated by Provider at any time with thirty (30) days written notice, upon the occurrence of any one of the following events which has not been remedied within said thirty (30) days written notice of said breach:
1. The exclusion of Hospital from participation in a federal health care program;
 2. The loss or suspension of Hospital's licensure or any other certification or permit necessary for Hospital to provide services to patients;
 3. The failure of Hospital to maintain accreditation by The Joint Commission;
 4. Failure of Hospital to cooperate with Provider in the billing process as set forth in Section IV, above;
 5. Persistent and excessive referral of patients subject to Paragraph 4.1(d), above;
 6. Failure of Hospital to compensate Provider in a timely manner as set forth in Section V, above; or
 7. Breach of any material term or condition of this Agreement.

7.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon one hundred twenty (120) days written notice to the other party.

VIII. MISCELLANEOUS

- 8.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (I), and the regulations promulgated thereunder.
- 8.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 8.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 8.4 Audits. The performance of this contract by the Provider is subject to review by the Hospital to insure contract compliance. The Provider agrees to provide the Hospital any and all information requested that relates to the performance of this contract. All requests for information shall be in writing to the Provider. 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.
- 8.5 Authority to Execute. The individuals signing this Agreement on behalf of the parties have been duly authorized and empowered to execute this Agreement and by their signatures shall bind the parties to perform all the obligations set forth in this Agreement.
- 8.6 Budget Act. In accordance with NRS 354.626, the financial obligations under this Agreement between the parties shall not exceed those monies appropriated and approved by Hospital for the then current fiscal year under the Local Government Budget Act. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement.
- 8.7 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 8.8 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.
- 8.9 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements.

Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.

- 8.10 Disagreements/Arbitration. All matters involving the performance of Provider's duties, as set forth in this Agreement, shall be determined jointly by Provider and Hospital's Administration. Any disagreement between Provider and Hospital's Administration shall be resolved according to the following procedures:
- a. In all matters concerning the reasonable adequacy of coverage and the performance of Provider's duties set forth in the Agreement, the decision of Hospital's Administration shall be initially binding upon both parties unless the same is appealed to the Board of Trustees within ten (10) days after the decision of Hospital's Administration is announced. Both parties shall have the right to arbitrate any matter in accordance with the procedures of paragraph 7.10 (c).
 - b. All disputed matters pertaining to the Medical and Dental Staff Bylaws, Rules and Regulations shall be addressed through the mechanisms and procedures adopted and established by the Bylaws, Rules and Regulations of the Medical and Dental Staff.
 - c. All other matters concerning the application, interpretation or construction of the provisions of this Agreement shall be submitted to binding arbitration. Arbitration shall be initiated by either party making a written demand for arbitration on the other party. Each party, within fifteen (15) days of said notice, shall choose an arbitrator, and the two selected arbitrators shall then choose a third arbitrator. The panel of three (3) arbitrators shall then proceed in accordance with the applicable provisions of the Nevada Revised Statutes, with the third arbitrator ultimately responsible for arbitrating the matter. Either party to the arbitration may seek judicial review by way of petition to the Eighth Judicial District Court of the State of Nevada to confirm, correct or vacate an arbitration award in accordance with the requirements of the Nevada Revised Statutes and the Nevada Rules of Civil Procedure.
- 8.11 Entire Agreement. This document constitutes the entire agreement between the parties, whether written or oral, and as of the effective date hereof, supersedes all other agreements between the parties which provide for the same services as contained in this Agreement. Excepting modifications or amendments as allowed by the terms of this Agreement, no other agreement, statement, or promise not contained in this Agreement shall be valid or binding.
- 8.12 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. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital 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. A Notice Regarding False Claims and Statements is attached to this Agreement as Attachment "C". Provider is expected to immediately report to Hospital'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, Hospital vendor, or Hospital employee which Provider believes, in good faith, violates an ethical, professional or legal standard. Hospital 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. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.
- 8.13 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 8.14 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees.
- 8.15 Fiscal Fund Out Clause. This Agreement shall terminate and Hospital's obligations under it shall be extinguished at the end of any of Hospital's fiscal years in which Hospital's governing body fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which could then become due under this Agreement. Hospital agrees that this section shall not be utilized as a subterfuge or in a discriminatory fashion as it relates to this Agreement. In the event this section is invoked, this Agreement will expire on the 30th day of June of the current fiscal year. Termination under this section shall not relieve Hospital of its obligations incurred through the 30th day of June of the fiscal year for which monies were appropriated.
- 8.16 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 8.17 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 8.18 Indemnification.
- a. To the extent expressly provided in Chapter 41 of Nevada Revised Statutes, and any other statute, Hospital shall indemnify and hold harmless, Provider, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Hospital, its employees,

representatives, successors or assigns. Hospital shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action. Provider acknowledges Hospital is self-insured.

- b. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
- c. Each of the Party's obligation to indemnify and/or defend the other shall survive the termination of this Agreement if the incident requiring such indemnification or defense occurred during the Agreement term, or any extension thereof, and directly or indirectly relates to the Party's obligations or performance under the terms of this Agreement.

8.19 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.

8.20 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), national origin, race, religion, sexual orientation or any other class protected by law or regulation.

8.21 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

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

To Provider:

8.22 Publicity. Neither Hospital nor Provider shall cause to be published or disseminated any advertising materials, either printed or electronically transmitted which identify the other party or its facilities with respect to this Agreement without the prior written consent of the other party.

8.23 Performance. Time is of the essence in this Agreement.

8.24 Severability. In the event any provision of this Agreement is rendered invalid or unenforceable, said provision(s) hereof will be immediately void and may be renegotiated for the sole purpose of rectifying the error. The remainder of the provisions of this Agreement not in question shall remain in full force and effect.

- 8.25 Third Party Interest/Liability. This Agreement is entered into for the exclusive benefit of the undersigned parties and is not intended to create any rights, powers or interests in any third party. Hospital and/or Provider, including any of their respective officers, directors, employees or agents, shall not be liable to third parties by any act or omission of the other party.
- 8.26 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

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

Provider:

Hospital:

**University Medical Center of Southern
Nevada**

By: _____

By: _____

Kathleen Silver
Chief Executive Officer

APPROVED AS TO LEGALITY:

David Roger, District Attorney

By: _____
Mary-Anne Miller, County Counsel

Attachment "A"

MONTHLY PHYSICIAN TIME STUDY

Physician: _____ Dept: _____

Month: _____

Time Study Conducted From: _____ To: _____

(If on vacation or away during this week, please choose another week this month and change the dates accordingly)

Note: This form must be completed and returned by the 12th of the following month to prevent a delay in payment.

ACTIVITY (Hours spent this day on this activity)	Sun	Mon	Tue	Wed	Thurs	Fri	Sat	TOTALS
Part A:								
Administration of Department								
Supervision & Training of Nurses, Techs, Allied Health Program Students & Other Hospital Personnel								
Utilization Review								
Quality Control								
Hospital Related Seminars & Conferences								
Autopsies								
Emergency/Trauma On-call								
Other – Explain								
Total Reimbursable Part A Hours Listed Above								
Teaching and Supervision of Residents (1)								
Subtotal Part A								
Part B & Other:								
Professional Services to Patients (2)								
Other Non-Reimbursable (i.e., Research & Non-Hospital Related, etc.)								
Subtotal Part B & Other								
GRAND TOTAL								

(1) Relates only to residents in ACGNE accredited programs affiliated with UMC

(2) Only report hours which are related to payments made to physician by UMC (exclude hours related to patient care for which direct billing is made by physician)

Physician Signature: _____ Date: _____

Mail to: Mary Jane Carreon
 UMC
 Fiscal Services
 1800 W. Charleston Blvd.
 Las Vegas, NV 89102

Attachment “B”

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

SUBJECT: TEMPORARY STAFFING / THIRD-PARTY EQUIPMENT

EFFECTIVE: 9/96 **REVISED:** 6/99, 10/01, 04/07, 01/08

POLICY #: I-66

AFFECTS: Organization-wide

PURPOSE:

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

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

POLICY:

- 1) All entities providing UMC with personnel for temporary staffing must have a written contract that contains the terms and conditions required by this policy.
- 2) All equipment provided and used by outside entities must meet the safety requirements required by this policy.
- 3) Contracts will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contract Management Department.
- 4) Contracts directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
- 5) The contract must be approved by the Chief Executive Officer prior to the commencement of services.
- 6) A copy of the approved contract, along with initial contact information for the contractor, must be forwarded to Human Resources department for processing (Non-employee Orientation, ID Badge, background check etc..)

TEMPORARY STAFFING:

Contractual Requirements.

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

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

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

Laboratory Services.

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

Healthcare Providers:

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

Clinical Care Services:

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

1. The contractor maintains a written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification, or registration, as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services, and responsibilities.
2. The contractor has completed a pre-employment drug screen and a background check with UMC's contracted background check Vendor. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If there is a felony conviction found during the background check, UMC's HR department will review and approve or deny the Allied Health Practitioner access to the UMC Campus. University Medical Center will be given authorization to verify results on line by the contractor.
3. Double TB Skin Testing of the individual and, for individuals in Exposure Categories I and II, has offered the individual the option of receiving Hepatitis B vaccine or a signed declination if refused. Chicken Pox status must be established by either a history of chicken pox, a serology showing positive antibodies or proof of varivax and other required testing... Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide authorization to University Medical Center to audit these files upon request.
4. The contractor has completed a competency assessment of the individual, which is performed upon hire, at the time initial service is provided, when there is a change in either job performance or job requirements, and on an annual basis.

- Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, by The Joint Commission and by all other applicable regulatory and/or credentialing entities with specific application to the service involved in the contract.
 - Competency assessments of allied health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
 - Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies, and skills.
 - Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of Human Resources.
 - The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual's:
 - a. Knowledge and ability required to perform the written job description;
 - b. Ability to effectively and safely use equipment;
 - c. Knowledge of infection control procedures;
 - d. Knowledge of patient age-specific needs;
 - e. Knowledge of safety procedures; and
 - f. Knowledge of emergency procedures.
5. The contractor has conducted an orientation process to familiarize allied health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
6. The contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.
7. The contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services provided by the contractor's contract.
8. The contractor submits to Hospital for annual review:
- a. The level of competence of the contractor's allied health providers;
 - b. The patterns and trends relating to the contractor's use of allied health providers; and
9. The contractor ensures that each allied health provider has acquired an identification badge from Hospital's Department of Human Resources before commencing services at Hospital's facilities. The contractor also ensures that the badge is returned to HR upon termination of service at the Hospital
10. The contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an allied health provider whose performance is unsatisfactory, whose personal

characteristics prevent desirable relationships with Hospital's staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. The supervising department will complete an exit review form and submit to Human Resources for the Individual's personnel file.

EQUIPMENT:

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

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

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

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

1. Capabilities, limitations, and special applications of the equipment;
2. Operating and safety procedures for equipment use;
3. Emergency procedures in the event of equipment failure; and
4. Processes for reporting equipment management problems, failures and user errors.

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

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

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

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

Process for Allied Health Provider working at UMC Hospital Campus

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

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

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

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

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

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

Performance Guidelines

All Contractor personnel:

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

Assignment guidelines

All agency personnel:

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

Attachment “C”

Notice of False Claims and Statements

UMC’s Compliance Program demonstrates its commitment to ethical and legal business practices and ensures service of the highest level of integrity and concern. UMC’s Compliance Department provides UMC compliance oversight, education, reporting and resolution. It conducts routine, independent audits of UMC’s business practices and undertakes regular compliance efforts relating to, among other things, proper billing and coding, detection and correction of coding and billing errors, and investigation of and remedial action relating to potential noncompliance. It is our expectation that as a physician, business associate, contractor, vendor, or agent, your business practices are committed to the same ethical and legal standards.

The purpose of this Notice is to educate you regarding the federal and state false claims statutes and the role of such laws in preventing and detecting fraud, waste, and abuse in federally funded health care programs. As a Medical Staff Member, Vendor, Contractor and/or Agent, you and your employees must abide by UMC’s policies insofar as they are relevant and applicable to your interaction with UMC. Additionally, providers found in violation of any regulations regarding false claims or fraudulent acts are subject to exclusion, suspension, or termination of their provider status for participation in Medicaid.

Federal False Claims Act

The Federal False Claims Act (the “Act”) applies to persons or entities that knowingly and willfully submits, cause to be submitted, conspire to submit a false or fraudulent claim, or use a false record or statement in support of a claim for payment to a federally-funded program. The Act applies to all claims submitted by a healthcare provider to a federally funded healthcare program, such as Medicare.

Liability under the Act attaches to any person or organization who “knowingly”:

- Present a false/fraudulent claim for payment/approval;
- Makes or uses a false record or statement to get a false/fraudulent claim paid or approved by the government;
- Conspires to defraud the government by getting a false/fraudulent claim paid/allowed;
- Provides less property or equipment than claimed; or
- Makes or uses a false record to conceal/decrease an obligation to pay/provide money/property.

“Knowingly” means a person has: 1) actual knowledge the information is false; 2) acts in deliberate ignorance of the truth or falsity of the information; or 3) acts in reckless disregard of the truth or falsity of the information. No proof of intent to defraud is required.

A “claim” includes any request/demand (whether or not under a contract), for money/property if the US Government provides/reimburses any portion of the money/property being requested or demanded.

For knowing violations, civil penalties range from \$5,500 to \$11,000 in fines, per claim, plus three times the value of the claim and the costs of any civil action brought. If a provider unknowingly accepts payment in excess of the amount entitled to, the provider must repay the excess amount.

Criminal penalties are imprisonment for a maximum 5 years; a maximum fine of \$25,000; or both.

Nevada State False Claims Act

Nevada has a state version of the False Claims Act that mirrors many of the federal provisions. A person is liable under state law, if they, with or without specific intent to defraud, “knowingly:”

- presents or causes to be presented a false claim for payment or approval;
- makes or uses, or causes to be made or used, a false record/statement to obtain payment/approval of a false claim;
- conspires to defraud by obtaining allowance or payment of a false claim;
- has possession, custody or control of public property or money and knowingly delivers or causes to be delivered to the State or a political subdivision less money or property than the amount for which he receives a receipt;
- is authorized to prepare or deliver a receipt for money/property to be used by the State/political subdivision and knowingly prepares or delivers a receipt that falsely represents the money/property;
- buys or receives as security for an obligation, public property from a person who is not authorized to sell or pledge the property; or
- makes, uses, or causes to be made or used, a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the state/political subdivision.

Under state law, a person may also be liable if they are a beneficiary of an inadvertent submission of a false claim to the state, subsequently discovers that the claim is false, and fails to disclose the false claim to the state within a reasonable time after discovery of the false claim.

Civil penalties range from \$5,000 to \$10,000 for each act, plus three times the amount of damages sustained by the State/political subdivision and the costs of a civil action brought to recover those damages.

Criminal penalties where the value of the false claim(s) is less than \$250, are 6 months to 1 year imprisonment in the county jail; a maximum fine of \$1,000 to \$2,000; or both. If the value of the false claim(s) is greater than \$250, the penalty is imprisonment in the state prison from 1 to 4 years and a maximum fine of \$5,000.

Non-Retaliation/Whistleblower Protections

Both the federal and state false claims statutes protect employees from retaliation or discrimination in the terms and conditions of their employment based on lawful acts done in furtherance of an action under the Act. UMC policy strictly prohibits retaliation, in any form, against any person making a report, complaint, inquiry, or participating in an investigation in good faith.

An employer is prohibited from discharging, demoting, suspending, harassing, threatening, or otherwise discriminating against an employee for reporting on a false claim or statement or for providing testimony or evidence in a civil action pertaining to a false claim or statement. Any employer found in violation of these protections will be liable to the employee for all relief necessary to correct the wrong, including, if needed,:

- reinstatement with the same seniority; or
- damages in lieu of reinstatement, if appropriate; and
- two times the lost compensation, plus interest; and
- any special damage sustained; and
- punitive damages, if appropriate.

Reporting Concerns Regarding Fraud, Abuse and False Claims

Anyone who suspects a violation of federal or state false claims provisions is required to notify UMC via a hospital Administrator, department Director, department Manager, or Angela Darragh, the Corporate Compliance Officer, directly at (702) 383-6211. Suspected violations may also be reported anonymously via the Hotline at (888) 691-

0772 or <http://umcsn.alertline.com>. The Hotline is available 24 hours a day, seven days a week. Compliance concerns may also be submitted via email to the Compliance Officer at Angela.Darragh@umcsn.com.

Upon notification, the Compliance Officer will initiate a false claims investigation. A false claims investigation is an inquiry conducted for the purpose of determining whether a person is, or has been, engaged in any violation of a false claim law.

Retaliation for reporting, in good faith, actual or potential violations or problems, or for cooperating in an investigation is expressly prohibited by UMC policy.

ATTACHMENT “D-1”

**EMERGENCY DEPARTMENT DIRECTOR
ADMINISTRATIVE DUTIES
POSITION DESCRIPTION**

The Emergency Department Director shall:

1. Be accountable to appropriate Medical Staff Committees for the quality of services performed within the limits of the equipment and personnel provided to the Emergency Department of the Hospital and pursuant to this Agreement for emergency medical services, including trauma and pediatric emergency services.
2. Work in coordination with the appropriate Medical Staff Committees to develop criteria for evaluating the evidence based quality of services provided and establish means of monitoring Emergency Department performance.
3. Be responsible to Hospital Administration for the medical management of the Emergency Department and participate in management development programs.
4. Work with Hospital in the timely planning of activities, including but not limited to, the annual development of Emergency Department objectives, operations budget and a capital equipment budget.
5. Periodically review the efficiency and effectiveness of the Emergency Department with a focus on patient through-put; make recommendations and analyses as needed to Hospital which are intended to improve services, increase revenue, reduce costs and make other analyses as necessary.
6. Develop and review on-going training programs of Emergency Department nursing staff and other support personnel.
7. Keep abreast of Hospital policies and procedures and all state and federal regulations which affect Emergency Department operations, as well as regulations and requirements of the voluntary professional and facility accrediting institutions in which Hospital is or becomes a participant, and take all reasonable steps to conform therewith.
8. Recommend to appropriate committees of Medical Staff and/or Hospital Administration new or revised policies as needed.
9. Be responsible for proper and efficient use of equipment and materials, making recommendations as to appropriate repair or replacement within the Emergency Department.
10. Be responsible for keeping abreast of equipment developments and making recommendations with respect to procurement of new equipment.
11. Provide an annual Emergency Department report to Hospital Administration no less than sixty (60) days after fiscal year end, including, but not limited to, Department efficiency, suggestions as to improving service, decreasing costs and enhancing Emergency Department performance. This report will be used to satisfy the requirement for an annual report to the Medical Executive Committee.
12. Promote and demonstrate patient family-centered care and patient satisfaction. Participate with HCAPS.

ATTACHMENT “D-2”

**UMC EMERGENCY DEPARTMENT
EMERGENCY MEDICAL SERVICES DIRECTOR
ADMINISTRATIVE DUTIES
POSITION DESCRIPTION**

The University Medical Center Emergency Department Director of Emergency Medical Services (“UMC-ED EMS Director”) shall have the following responsibilities:

1. Reports to the Director of the Emergency Department;
2. Attends monthly medical advisory board meetings, and participates in all activities and committees of the local EMS Authority as defined by the EMS Authority;
3. Coordinates paramedic PI/UR with pre-hospital nurse coordinator;
4. Supervises approved radio nurses (A.R.N.) in the Emergency Department;
5. Educates physicians as to pre-hospital protocols for base station activities and telemetry reports;
6. Serves as a member or liaison to the Hospital’s Disaster Committee;
7. Serves as an advisor to the Hospital regarding agreements between Hospital and the Advance Life Support (ALS) providers contracting with Hospital (ambulance companies and/or fire departments).

ATTACHMENT “D-3”

**UMC EMERGENCY DEPARTMENT
PEDIATRIC EMERGENCY SERVICES DIRECTOR
ADMINISTRATIVE DUTIES
POSITION DESCRIPTION**

The University Medical Center Emergency Department Director of Pediatric Emergency Services (“UMC-ED PES Director”) shall have the following responsibilities:

1. Is the administrative head of Pediatric Emergency Services and represents said division to the Emergency Department, University Medical Center and the community.
2. Work in coordination with the appropriate Medical Staff Committees for the quality of services performed within the limits of the equipment and personnel provided to Pediatric Emergency Services by the Hospital.
3. Work in coordination with the appropriate Medical Staff Committees to develop criteria for evaluating the evidence based quality of services provided and establish means of monitoring Pediatric Emergency Services performance.
4. Is responsible to Hospital Administration and Emergency Department Director for the medical management of Pediatric Emergency Services and participates in management development programs.
5. Work with Hospital and Emergency Department Director in the timely planning of activities, including the annual development of Pediatric Emergency Services’ objectives, operations budget and a capital equipment budget.
6. Periodically review the efficiency and effectiveness of Pediatric Emergency Services with a focus on patient through-put; make recommendations, as needed, to Hospital which are intended to improve Pediatric Emergency Services, increase revenue, reduce costs; and make other analyses as necessary.
7. Assure compliance with all Hospital policies, programs and protocols.
8. Develop and review on-going training programs of Pediatric Emergency Services’ nursing staff and other support personnel.
9. Keep abreast of Hospital policies and procedures and all state and federal regulations which affect Pediatric Emergency Services’ operation, as well as regulations and requirements of the voluntary professional and facility accrediting institutions in which Hospital is or becomes a participant, and takes all reasonable steps to conform therewith.
10. Recommend to appropriate committees of Medical Staff and/or Hospital Administration new or revised policies as needed.
11. Be responsible for proper and efficient use of equipment and materials, making recommendations as to appropriate repair or replacement within Pediatric Emergency Services.
12. Be responsible for keeping abreast of equipment developments and making recommendations with respect to procurement of new equipment for Pediatric Emergency Services.
13. Provides an annual Pediatric Emergency Services report to the Emergency Department Director and

Hospital no less than sixty (60) days after fiscal year end, including, but not limited to, Pediatric Emergency Services' efficiency, suggestions as to improving service, decreasing costs and enhancing said Services' performance. Said report will be used to satisfy the requirement for an annual report to the Medical Executive Committee.

14. Promote and demonstrate patient family-centered care and patient satisfaction. Participate with HCAPS.
15. Attend National American College of Emergency Physicians Quality Management Course within one year of being named UMC-ED Pediatric Emergency Services Director for Hospital

ATTACHMENT “D-4”

**UMC EMERGENCY DEPARTMENT
DIRECTOR OF PERFORMANCE IMPROVEMENT / UTILIZATION REVIEW
ADMINISTRATIVE DUTIES
POSITION DESCRIPTION**

The University Medical Center Emergency Department Director of Performance Improvement (“UMC-ED PI/UR Director”) shall have the following responsibilities:

PERFORMANCE IMPROVEMENT RESPONSIBILITIES:

1. Report to the Director of the Emergency Department and cooperate with Hospital’s Directors of Performance Improvement and Risk Management;
2. Participate with other Provider Quality Management Directors in development of explicit criteria for high risk focus areas and chief complaints to include patient through-put and flow;
3. Implement and coordinate Hospital’s guidelines in accordance with The Joint Commission, CMS, Hospital and Provider Performance Improvement guidelines;
4. Work closely with Departmental and/or Hospital’s Performance Improvement nurse in assuring compliance with The Joint Commission and Hospital Performance Improvement guidelines and indicators;
5. Complete and mail marketing Performance Improvement indicator sheets to Hospital’s Performance Improvement nurse coordinator;
6. Communicate regularly with Provider’s Medical Director for quality, risk management and attend periodic Provider’s quality management meetings;
7. Attend National American College of Emergency Physicians Quality Management Course within one year of being named UMC-ED PI/UR Director for Hospital;
8. Participate in inspection team evaluation with Provider’s quality management nurse at other facilities one (1) or two (2) times per year;
9. Participate in Hospital’s Performance Improvement and Risk Management committees as assigned, pursuant to the Bylaws, Rules and Regulations of the Medical and Dental Staff, as may then be in effect.

UTILIZATION REVIEW RESPONSIBILITIES:

1. The UMC-ED PI/UR Director will discuss cost containment issues at each monthly Departmental meeting.
2. The UMC-ED PI/UR Director will review Provider’s cost containment manual, Cost Containment Guidelines in Ambulatory Medicine, will adapt the same for use at Hospital, and will attempt to build consensus at Hospital on practice patterns.
3. Analyze data concerning physician utilization, productivity, and turn around time to improve patient flow.

ATTACHMENT “D-5”

**CRITICAL CARE TRANSPORT DIRECTOR
ADMINISTRATIVE DUTIES
POSITION DESCRIPTION**

The Critical Care Transport Director (“CCT Director”) shall have the following responsibilities:

1. Develop an educational program for nurses wishing to participate in Hospital’s critical care transport nurse program;
2. Supervise clinical experience opportunities for critical care transport nurses;
3. Contribute to a positive relationship among Hospital’s Administration, Hospital’s Medical Staff and the community;
4. Promote the growth and development of Hospital’s critical care transport nurse program in conjunction with Hospital;
5. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies;
6. Recommend the selection and development of appropriate methods, instrumentation and supplies to assure proper utilization of staff and efficient reporting of results;
7. Represent Hospital’s critical care transport nurse program on Hospital’s medical staff committees and at Hospital department meetings as the need arises;
8. Participate in Quality Assurance and Performance Improvement activities by monitoring and evaluating care; communicating findings, conclusions, recommendations and actions taken; and using established Hospital mechanisms for appropriate follow-up; and
9. Assist Hospital’s Administrative Director of Hospital’s critical care transport nurse program with the performance of such other administrative duties as necessary to operate Hospital’s critical care transport nurse program.

Attachment “E”

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Mental Illness Assessment, Care and Transfer Of		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 4/81	REVISED: 3/97, 1/98, 7/04, 3/05, 11/06, 5/09	
POLICY #: I-37		
AFFECTS: Organization wide		

PURPOSE:

To provide a mechanism for the identification, assessment, care and/or transfer of a patient with Mental Illness.

To ensure that patients receive appropriate care to meet their special needs if they require medical treatment, admission to the hospital and/or transfer.

POLICY:

Although University Medical Center does not have psychiatric/substance abuse department/program, we do recognize the special needs of these patients.

When a patient presents with an emotional/behavioral disorder, the attending physician is responsible to request a psychological consultation to evaluate the status of the illness. In the case where the patient presents after a suicide attempt or with ideation of suicide refer to Suicide Precautions Policy.

When the patient is determined to require psychiatric intervention and the physician assesses a need for continued medical care, the patient will be admitted to the unit that is appropriate for the patient’s medical condition.

The physician will coordinate consultations for psychiatric care with staff psychiatrist. Care for the patient’s psychiatric or emotional condition will be carried out as ordered by the staff psychiatrist. Patient assessment and reassessment will be performed as per policy, with attention given to any special needs resulting from the patient’s psychiatric/emotional behavior disorders. Any special needs or treatments identified shall be considered in the treatment plan by the health care team (See Appendix).

Discharge and transfer of Psychiatric patients will be coordinated with the appropriate facility as per UMC policy. The physician must make contact with a physician at the facility for acceptance of patient. The will be individualized to the patient’s needs.

The Application for Mental Health Admission Form (Legal 2000) must be completed. Arrangement for

transfer must be confirmed with the receiving mental health facility. The physician must make contact with the facilities' physician for acceptance of patient. This will be individualized to the patient's needs. The physician will proceed with the transfer process and complete the Hospital Transfer Form (CONSO 39 A.1, CONSO 391.2)

The patient must be medically cleared prior to transfer as required by Nevada Revised Statute.

Voluntary admission to a transferring facility requires appropriate patient, guardian, or parental consent.

Assessment of Patients for Emotional or Behavioral Disorders:

1. The content of the assessment and reassessment of patients being treated for emotional and behavioral disorders includes at least the following:
 - A history of mental, emotional, behavioral, and substance use problems; their co-occurrence ; and treatment
 - Current mental, emotional and behavioral functioning, including a mental status examination
 - Maladaptive or problem behaviors
 - A psychosocial assessment
2. As appropriate to the patient's age and specific clinical needs, the psychosocial assessment includes information about the following:
 - Environment and home
 - Leisure and recreation
 - Religion
 - Childhood history
 - Military service history
 - Financial status
 - The social, peer-group and environmental setting from which the patient comes
 - Sexual history, including abuse (either as the abuser or the abused)
 - Physical abuse (either as the abuser or the abused)
 - The patient's family circumstances, including the constellation of the family group
 - The current living situation
 - Social, ethnic, cultural, emotional and health factors
3. Those responsible for the patient's care determine the need for family members to participate in the patient's care.
4. As appropriate, the following additional assessments are conducted:
 - Vocational or educational assessment
 - Legal assessment
5. The community resources currently used by the patient (especially for those with severe and persistent mental illnesses) are identified.

6. When indicated by the patient's age and specific clinical needs, the following are performed:
 - A psychiatric evaluation
 - Other functional evaluations of communication, self-care, and visual-motor functioning.

Process for Transfer To Mental Health Facility:

1. Upon order the Social Worker will notify and fax the following documentation for review by the mental health facility:
 - a. Name of patient, location of patient, and hospital contact person
 - b. Completed Application for Mental Health Admission Form
 - c. Completed Hospital Transfer Information Form
 - d. Discharge/Transfer Summary
2. MENTAL HEALTH FACILITY will call the nursing unit with confirmation of acceptance or notification of denial of admission.
3. Once accepted by MENTAL HEALTH FACILITY, the following copies of the patient's chart will be sent with the patient to MENTAL HEALTH FACILITY:
 - a. History and Physical
 - b. Discharge Orders
 - c. Discharge Summary
 - d. Current Medical List
 - e. Completed Hospital Transfer Information Form
 - f. Copies of PPD (skin test), EKG, significant labs, i.e., CBC, UA, Thyroid, Chem Panel, etc.
 - g. Original Legal 2000 Form, a copy should be kept in the patient's medical record.
4. The Social Worker/Nurse will arrange transportation of the patient to the receiving Mental Health facility.

If the Patient is Not Accepted by or Not Appropriate For Inpatient Psychiatric Treatment

1. If the patient is not accepted or not appropriate for an inpatient psychiatric transfer, the consulting psychiatrist will document the conclusions in the patient's medical record.
2. If the psychiatrist determines that the patient would benefit from and is agreeable to outpatient counseling services, a list of outpatient counseling services will be provided to the patient either directly by the psychiatrist or by the designated social worker.

Medical Records' Confidentiality Requirements:

The confidentiality of the medical records must be diligently maintained. Hospital personnel should secure, if possible, the patient's written consent for the release of the patient's records by having the patient sign the Authorization for Release of Medical Information Form.

DEFINITIONS:

Legal 2000 – The application, medical clearance and certification for a 72 hour involuntary hold of an allegedly mentally ill person.

PROCEDURE

Legal 2000 Completion:

Portion I: Application – The application may be completed prior to the patient’s admission to UMC or may be completed by a staff member while the patient is hospitalized.

This may be completed by the physician, psychiatrist, social worker, marriage and family therapist or trained nurse. The individual completing this portion may not be the same individual who completed the certification part.

Portion II: Medical Clearance – This portion must be completed when the patient is ready to be discharged from the hospital. The same physician may complete the medical clearance and the certification portion.

Portion III: Certification -The certification must be completed after the medical clearance is signed and when the patient is ready for discharge and transport to a mental health facility when a bed is available.

UMC may involuntarily hold a mentally ill patient for 72 hours. The 72 hours begins at the time the medical clearance is dated and timed by the UMC physician.

If a patient cannot be safely discharged within 72 hours of medical clearance. Social Services will begin work with the hospital attorney to obtain the necessary court orders to continue and involuntarily hold of the patient.

In the event that the patient needs to attend a court hearing, Public Safety is notified to transport and accompany the patient.

MONITORING:

Incidences related to the patient with emotional/behavioral disorders will be documented using the Patient Safety Net (PSN).

The mental health facility will report, in writing, concerns related to transfers. These reports will be reported to the Performance Improvement Department. Sentinel Events related to patients with emotional/behavioral disorders conditions will be reviewed through the Sentinel Event process.

REFERENCES:

CAMH update, August 2005

APPENDIX 1 – COMMUNITY INFORMATION

ASSOCIATED BILINGUAL COUNSELORS

740 N. Eastern Avenue, Ste. 110
Las Vegas, NV 89101
(702) 598-2020
Payment Assistance:
Sliding fee scale (fee is based on income and other factors)
Language Services: Spanish

ASSOCIATED COUNSELORS OF SOUTHERN NEVADA

Flamingo Court Yard Executives Suites
3530 E. Flamingo Rd.
Las Vegas, NV 89102
(702) 733-7200
Hours: Mon – Fri, 9 – 5 pm

BRIDGE COUNSELINGS ASSOCIATES

1701 W. Charleston Blvd., Ste. #300
Las Vegas, NV 89102
(702) 474-6450
Language Services: Korean, Spanish

COMMUNITY COUNSELING CENTER

1120 Almond Tree Lane, Ste. #207
Las Vegas, NV 89104
(702) 369-8700
Hours: Mon – Fri, 8 – 9 pm, Sat & Sun, 10 -6 pm
Located behind: Taco Bell & Audio Express
Payment Assistance:
Sliding fee scale (fee is based on income and other factors),
Payment assistance (Check with facility for details)
Language Services: Spanish

DESERT WILLOW TREATMENT CENTER

6171 W. Charleston blvd. Bldg. #17
Las Vegas, NV
702) 486-8900
Children : 6-8 years of age

MOTIONS ANONYMOUS

Location #1
(702) 221-0744
3084 S. Highland Drive
Spring Mountain Rd & Sahara Ave.
Contact: Frank 368-2206
Hours: Sat @ 9:00 am

EMOTIONS ANONYMOUS

Location #2
1530 E. Charleston Blvd., Ste. #1
Contact: Francisco 845-7594
Hours: Everyday @ 8 pm
Language Services: Spanish

JACK DYMOND ASSOCIATES

3900 W. Charleston Blvd., Ste. #170
Las Vegas, NV 89102
(702) 252-8707
SW corner of Valley View & W. Charleston Blvd. Across from Water District
Hours: Mon – Sat, 9 – 7 pm
Appointments only, no walk-in's

MOJAVE MENTAL HEALTH

6375 W. Charleston Blvd., Ste. #A-100
Las Vegas, NV 89104
Hours: Mon – Fri, 8 – 5 pm

MONTEVISTA HOSPITAL

5900 W. Rochelle Ave.
Las Vegas, NV 89103
(702) 364-1111

RAWSON NEAL PSYCHIATRIC HOSPITAL

165-0 Community College Drive
Las Vegas, NV 89146

SAFE NEST

Temporary Assistance for Domestic Crisis
Counseling: (702) 877-0133
Hours: Mon – Fri, 9 – 5 pm

SOUTHERN NEVADA ADULT MENTAL HEALTH

6161 W. Charleston Blvd.
Las Vegas, NV
(702) 486-6000

EXHIBIT C
INSURANCE REQUIREMENTS

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

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

Best Key Rating: OWNER 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: OWNER, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The Provider's insurance shall be primary as respects OWNER, its officers and employees.

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

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

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

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

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

Professional Liability: The Provider shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of OWNER.

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

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

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

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

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

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

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

- 1) Insurance Broker's name, complete address, phone and fax numbers.
- 2) Provider's name, complete address, phone and fax numbers.
- 3) 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) Worker's Compensation
- 7) Description: 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

CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURANCE BROKER'S NAME ADDRESS PHONE & FAX NUMBERS	COMPANIES AFFORDING COVERAGE	3. BEST'S RATING
	COMPANY LETTER A	
INSURED INSURED'S NAME ADDRESS PHONE & FAX NUMBERS	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	
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$(D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$(E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$(F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$(G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$(H) 50,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$(I) 5,000
	5.				AUTOMOBILE LIABILITY	(J)
<input checked="" type="checkbox"/> ANY AUTO		BODILY INJURY (Per person)	\$			
<input type="checkbox"/> ALL OWNED AUTOS		BODILY INJURY (Per accident)	\$			
<input type="checkbox"/> SCHEDULED AUTOS		PROPERTY DAMAGE	\$			
<input type="checkbox"/> HIRED AUTOS		EACH OCCURRENCE	\$			
<input type="checkbox"/> NON-OWNED AUTOS		AGGREGATE	\$			
<input type="checkbox"/> GARAGE LIABILITY						
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
6.	WORKER'S COMPENSATION				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE—POLICY LIMIT	\$
					DISEASE—EACH EMPLOYEE	\$
	PROFESSIONAL LIABILITY				AGGREGATE \$1,000,000	

7. DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT

8. CERTIFICATE HOLDER	CANCELLATION
UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 WEST CHARLESTON BOULEVARD LAS VEGAS, NV 89102 The Certificate Holder is named as an additional insured.	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,
	9. APPOINTED AGENT SIGNATURE INSURER LICENSE NUMBER _____ ISSUED BY STATE OF _____

ATTACHMENT 1
AFFIDAVIT
(for use by Sole Proprietor only)

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. _____ /RFP No. _____ /CBE No. _____, entitled _____;
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 University Medical Center of Southern Nevada 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 _____, 20____, by

_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

**INSTRUCTIONS FOR COMPLETING THE
DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM**

Purpose of the Form

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

General Instructions

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

Detailed Instructions

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

Nevada Business Enterprise (NBE):

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

Large Business Enterprise (LBE):

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

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

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

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

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

For All Contracts –

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

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

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

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

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

Full Name	Title	% Owned <small>(Not required for Publicly Traded Corporations)</small>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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

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

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

Signature

Print Name

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Title

Date

DISCLOSURE OF OWNERSHIP/PRINCIPALS

List any disclosures below:

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

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

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

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

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