

University Medical Center Of Southern Nevada

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2011-01
Plastic, Micro, Replantation Surgery 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. 2011-01

DESCRIPTION: Plastic, Micro, Replantation Surgery 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. 2011-01
Plastic, Micro, Replantation Surgery
Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2011-01

Plastic, Micro, Replantation Surgery Services

UMC is looking to identify superior proposers that can provide Plastic, Micro, Replantation Surgery Services at UMC 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 <http://www.clarkcountynv.gov/purchasing> . Click on “Current Opportunities”, scroll to bottom for UMC’s Opportunities and locate appropriate document in the list of current solicitations.

Proposals will be accepted at the University Medical Center address specified above on, or before, **February 9, 2011** 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
January 16, 2011

GENERAL CONDITIONS
RFP NO. 2011-01
Plastic, Micro, Replantation Surgery 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 to provide Plastic, Micro, Replantation Surgery Services at UMC.

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) to provide Plastic, Micro, Replantation Surgery Services at UMC 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	January 16, 2011
Question and Answer Period	Through February 1, 2011
Final Date to Submit Questions	February , 2011
Last Day for Addendums	February 3, 2011
RFP Responses Due (2:00:00 pm)	February 9, 2011
RFP Evaluations	February 2011
Finalists Selection	February 2011
Finalists Oral Presentations (if required)	February/March 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 50 pages. Other attachments may be included with no guarantee of review.

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

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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. 2011-01
Plastic, Micro, Replantation
Surgery Services

RFP No. 2011-01
Plastic, Micro, Replantation
Surgery Services

RFP No. 2011-01
Plastic, Micro, Replantation
Surgery 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

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

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

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

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

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

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

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

15. PROPOSALS ARE NOT TO CONTAIN CONFIDENTIAL / PROPRIETARY INFORMATION

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

16. COLLUSION AND ADVANCE DISCLOSURES

Pursuant to 332.165 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. List all firm demographics including:
 - o Total number of employees
 - o Total number of women employed
 - o Total number of minorities employed
 - o Total number of bilingual employees, indicate language(s) spoken
11. Provide a list of four references with contact information, including email addresses.
12. 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 Plastic, Micro, Replantation Surgery Services. Give specific experience for each area.
2. Detail how your organization could provide Plastic, Micro, Replantation Surgery Services at

UMC.

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 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 Plastic, Micro, Replantation Surgery Services under this agreement?
3. Please describe how your organization measures and reports client satisfaction and service success. How can clients make comments on your organization's service?
4. 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: Plastic, Micro, Replantation Surgery Services fees, Education Instruction 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 plastic surgery.
 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 plastic surgery.
 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 Plastic, Micro, Replantation Surgery services at the Hospital, to include replantation of complete and incomplete finger or other body part amputations.
 2. Provider will provide services so that a Physician is present when required for delivery of services to Patients. Provider shall consult with the Medical Staff of Hospital when requested.
 3. Provide the Plastic, Micro, Replantation Surgery 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.
 4. Provide physician services on site and on call as necessary, from time to time, to meet needs of Hospital's inpatient and outpatients.
 5. Provider shall provide consultative, diagnostic or medical service coverage to Hospital's outpatient plastic, micro and replantation clinic patients during the term of this Agreement at four (4) clinics per month for up to four (4) hours per clinic. Provider shall ensure that outpatient clinic patients shall not

have to wait more than ten (10) calendar days for an urgent visit and no more than thirty (30) calendar days for an elective appointment. If appointment waiting times exceed these thresholds, Provider will staff additional clinics as required to reduce waiting times below these thresholds.

6. Provider shall coordinate the schedules and assignments of the physicians assigned to Services. At no time will Services be without coverage.
7. Provide training in Replantation, plastic and micro surgery services to resident physicians and fellows at Hospital. Provider shall have faculty appointments in the Department of Surgery with the University of Nevada School of Medicine.
8. 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 plastic, micro and replantation surgery 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.
 - g. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
 - h. Provider shall strive to improve morbidity and mortality rates among Hospital's patients.
 - i. Provider shall provide a level of medical care to enhance and improve outcomes in the specialized area of Service. (Service is defined as plastics, micro and replantation surgery)

- j. 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.
- k. Provider shall provide a continuum of educational experience meeting all Graduate Medical Education (GME) standards.
- l. Provider shall provide scholarly activities that include, but are not limited to: 1) clinical research; 2) presentation of academic papers; and 3) lectures.
- m. Provider shall be compliant with SKIP indicators.
- n. Provider shall maintain patient satisfaction scores (physician HCAHP questions) at eight-five percent (85%) or greater
- o. Provider must be affiliated with the University of Nevada School of Medicine (school) to teach school's plastic and micro surgery residents and fellows 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.clarkcountynv.gov , go to "Business License Department"
(http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx)

VII. Hospital Demographic Data

Exhibit A
Scope of Project
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Hospital demographic data follows and incorporated by reference herein.

In the past year:

1. Approximately 50 finger and major limb replant consultations resulting in 20 replantation surgeries
2. 60 – 80 free flaps, including complex head and neck reconstruction, complex extremity soft tissue coverage, breast reconstruction and new repairs
3. Approximately 30 upper extremity revascularizations and nerve repairs
4. 600+ facial fracture consultations, resulting in approximately 300 surgeries for complex facial fractures
5. 800+ pediatric and adult facial lacerations

HOSPITAL DEMOGRAPHIC DATA
PLASTIC, MICRO, REPLANTATION SURGERY SERVICES

Jan 1, 2008 through December 2, 2010

Payor Source	Service Type	Number of Accts	Total Charges	Pt Pmt	Ins Pmt
Managed Care	Ambulatory Surgery	776	\$ 10,004,543.46	\$ (148,904.47)	\$(1,835,532.87)
	Outpatient Burn/Wound Care	461	\$ 494,299.14	\$ (14,744.03)	\$ (149,194.45)
	Inpatient	185	\$ 11,832,495.35	\$ (39,407.94)	\$(2,479,089.14)
	OBSV	89	\$ 2,094,027.88	\$ (23,294.66)	\$ (345,583.09)
	Inpatient Trauma	42	\$ 6,281,585.59	\$ (4,614.21)	\$(1,662,814.05)
	Inpatient Pediatric	38	\$ 2,163,877.15	\$ (6,121.72)	\$ (286,120.98)
	OBSV Peds	24	\$ 300,154.74	\$ (1,571.55)	\$ (54,144.09)
	Pediatric ER	15	\$ 65,273.31	\$ (930.37)	\$ (14,768.99)
	Outpatient Hyperbaric Treatment	12	\$ 229,627.38	\$ (2,029.58)	\$ (100,055.73)
	Inpatient Trauma Pediatric	8	\$ 638,996.51	\$ (100.00)	\$ (174,641.69)
	EMR	6	\$ 43,038.54	\$ (1,302.04)	\$ (8,754.36)
	ER Trauma	6	\$ 71,611.79	\$ (69.76)	\$ (8,355.01)
	NICU	1	\$ 65,768.55	\$ -	\$ (18,009.00)
	Outpatient Services	1	\$ 3,239.23	\$ (15.00)	\$ (577.19)
Managed Care Total		1664	\$ 34,288,538.62	\$ (243,105.33)	\$(7,137,640.64)

Exhibit A
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Payor Source	Service Type	Number of Accts	Total Charges	Pt Pmt	Ins Pmt
Self Pay	Outpatient Burn/Wound Care	645	\$ 733,236.61	\$ (33,256.83)	\$ (4,412.10)
	Inpatient	62	\$ 3,474,266.98	\$ (7,664.01)	\$ (71,731.09)
	Ambulatory Surgery	57	\$ 549,518.47	\$ (23,415.74)	\$ (67,469.11)
	Inpatient Trauma	41	\$ 4,068,835.96	\$ (80,416.80)	\$ (324,950.16)
	ER Trauma	19	\$ 201,354.79	\$ (1,105.82)	\$ (3,541.43)
	OBSV	12	\$ 216,095.03	\$ (5,434.00)	\$ (11,511.06)
	EMR	11	\$ 53,255.88	\$ (5,774.16)	\$ -
	Inpatient Pediatric	4	\$ 137,525.87	\$ (1,005.00)	\$ (18,185.37)
	Pediatric ER	4	\$ 19,840.05	\$ -	\$ -
	Inpatient Trauma Pediatric	3	\$ 274,051.85	\$ -	\$ (57,267.00)
	Inpatient Rehab	1	\$ 37,331.55	\$ -	\$ -
	OBSV Peds	1	\$ 15,889.98	\$ -	\$ -
	Self Pay Total		860	\$ 9,781,203.02	\$ (158,072.36)
Medicaid	Outpatient Burn/Wound Care	301	\$ 301,341.54	\$ (690.00)	\$ (37,882.82)
	Ambulatory Surgery	248	\$ 2,161,248.13	\$ (1,500.00)	\$ (263,885.95)
	Inpatient Pediatric	68	\$ 4,513,068.39	\$ (200.00)	\$ (262,126.59)
	Inpatient	63	\$ 6,287,247.87	\$ -	\$ (800,141.30)
	OBSV Peds	31	\$ 452,194.67	\$ -	\$ (54,494.56)
	OBSV	20	\$ 359,471.79	\$ -	\$ (19,568.41)
	Pediatric ER	20	\$ 98,903.33	\$ -	\$ (11,772.89)
	Inpatient Trauma	19	\$ 4,270,464.74	\$ -	\$ (549,882.17)
	Inpatient Trauma Pediatric	6	\$ 1,030,647.78	\$ -	\$ (217,477.13)
	Outpatient Hyperbaric Treatment	4	\$ 60,670.71	\$ -	\$ (7,666.00)
	NICU	2	\$ 476,759.38	\$ -	\$ (66,266.00)
	NUR	2	\$ 26,939.53	\$ -	\$ (4,692.00)
	EMR	1	\$ 4,295.10	\$ -	\$ (229.99)
	ER Trauma	1	\$ 7,846.38	\$ -	\$ (3,923.21)
	Inpatient Rehab	1	\$ 141,332.39	\$ -	\$ -
Medicaid Total		787	\$ 20,192,431.73	\$ (2,390.00)	\$ (2,300,009.02)
Medicare	Ambulatory Surgery	292	\$ 3,797,846.64	\$ (15,309.92)	\$ (786,972.27)
	Outpatient Burn/Wound Care	259	\$ 263,730.90	\$ (3,559.72)	\$ (53,033.85)
	Inpatient	75	\$ 8,901,354.32	\$ (10,879.41)	\$ (1,500,456.84)
	OBSV	21	\$ 403,658.79	\$ (1,328.15)	\$ (70,877.69)
	Inpatient Trauma	19	\$ 3,846,410.54	\$ (1,546.78)	\$ (705,935.78)

Exhibit A
Scope of Project
RFP No. 2011-01
Plastic, Micro, Replantation Surgery Services

	Outpatient Hyperbaric Treatment	4	\$ 71,545.93	\$ (120.00)	\$ (12,833.47)
	ER Trauma	3	\$ 27,810.08	\$ (143.00)	\$ (5,319.34)
	Outpatient Services	2	\$ 1,369.28	\$ -	\$ (113.38)
	EMR	1	\$ 3,766.78	\$ (355.55)	\$ (1,231.29)
Medicare Total		676	\$ 17,317,493.26	\$ (33,242.53)	\$(3,136,773.91)

Exhibit A
Scope of Project
RFP No. 2011-01
Plastic, Micro, Replantation Surgery Services

Payor Source	Service Type	Number of Accts	Total Charges	Pt Pmt	Ins Pmt
CCSS	Outpatient Burn/Wound Care	452	\$ 607,302.21	\$ (1,048.00)	\$ (479,319.61)
	Ambulatory Surgery	33	\$ 290,522.31	\$ -	\$ (143,139.15)
	Inpatient	6	\$ 253,213.56	\$ -	\$ (85,373.00)
	Inpatient Trauma	4	\$ 269,388.91	\$ (52,525.80)	\$ -
	OBSV	3	\$ 42,268.63	\$ -	\$ (27,726.88)
	ER Trauma	2	\$ 7,362.57	\$ -	\$ (5,521.93)
	Outpatient Services	2	\$ 576.66	\$ -	\$ (238.01)
	Outpatient Hyperbaric Treatment	1	\$ 39,235.00	\$ -	\$ (29,426.25)
Clark County Social Services Total		503	\$ 1,509,869.85	\$ (53,573.80)	\$ (770,744.83)
Workman's Compensation	Outpatient Burn/Wound Care	114	\$ 119,803.32	\$ -	\$ (46,813.35)
	Ambulatory Surgery	60	\$ 601,054.40	\$ (77.00)	\$ (108,339.98)
	Inpatient Trauma	23	\$ 1,722,031.04	\$ (100.00)	\$ (485,917.56)
	ER Trauma	13	\$ 63,909.41	\$ -	\$ (15,843.35)
	Inpatient	13	\$ 1,407,723.41	\$ -	\$ (602,091.21)
	EMR	3	\$ 24,067.77	\$ -	\$ (2,379.13)
	OBSV	3	\$ 20,447.33	\$ -	\$ (4,542.38)
	Outpatient Hyperbaric Treatment	1	\$ 7,701.96	\$ -	\$ (1,369.37)
Workman's Compensation Total		230	\$ 3,966,738.64	\$ (177.00)	\$(1,267,296.33)
Other Governmental	Outpatient Burn/Wound Care	92	\$ 47,178.40	\$ (191.86)	\$ (10,981.71)
	Ambulatory Surgery	26	\$ 274,072.96	\$ (1,244.63)	\$ (30,862.09)
	Inpatient Trauma	11	\$ 2,116,580.67	\$ (381.11)	\$ (230,040.93)
	Inpatient	10	\$ 1,007,147.03	\$ -	\$ (94,510.31)
	OBSV	5	\$ 74,483.41	\$ -	\$ (9,553.34)
	OBSV Peds	3	\$ 105,183.51	\$ -	\$ (5,011.80)
	Inpatient Pediatric	2	\$ 106,088.59	\$ (396.00)	\$ (14,385.64)
	EMR	1	\$ 7,388.79	\$ (898.56)	\$ -
	ER Trauma	1	\$ 25,383.16	\$ -	\$ (4,283.08)
Other Governmental Total		151	\$ 3,763,506.52	\$ (3,112.16)	\$ (399,628.90)
Pending Medicaid/CCSS	Outpatient Burn/Wound Care	63	\$ 97,458.50	\$ (510.00)	\$ (54,461.86)
	Inpatient	26	\$ 1,799,375.19	\$ -	\$ (120,510.00)
	Inpatient Trauma	10	\$ 3,043,270.44	\$ -	\$ (206,859.65)
	Ambulatory Surgery	2	\$ 14,540.54	\$ (500.00)	\$ (7,270.28)

Exhibit A
Scope of Project
RFP No. 2011-01
Plastic, Micro, Replantation Surgery Services

	OBSV	1	\$ 26,155.25	\$ -	\$ (11,646.13)
Pending Medicaid/CCSS Total		102	\$ 4,980,799.92	\$ (1,010.00)	\$ (400,747.92)

Exhibit A
Scope of Project
RFP No. 2011-01
Plastic, Micro, Replantation Surgery Services

Payor Source	Service Type	Number of Accts	Total Charges	Pt Pmt	Ins Pmt
Non-Contracted Insurance	Outpatient Burn/Wound Care	33	\$ 32,074.67	\$ (1,235.67)	\$ (4,063.09)
	Inpatient Trauma	24	\$ 3,567,763.48	\$ (1,700.00)	\$ (940,471.53)
	Ambulatory Surgery	8	\$ 89,826.07	\$ (1,021.34)	\$ (39,554.05)
	ER Trauma	2	\$ 21,335.51	\$ (5,713.72)	\$ (5,464.00)
	Inpatient	1	\$ 145,627.50	\$ -	\$ (7,347.00)
	Inpatient Pediatric	1	\$ 4,396.85	\$ -	\$ (4,396.85)
	OBSV	1	\$ 16,619.61	\$ -	\$ (1,168.95)
	Inpatient Trauma Pediatric	1	\$ 374,400.59	\$ -	\$ (34,764.00)
Non Contracted Insurance Total		71	\$ 4,252,044.28	\$ (9,670.73)	\$(1,037,229.47)
Grand Total		5044	\$100,052,625.84	\$ (504,353.91)	\$(17,009,138.34)

Total Charges - reflect billed charges

Payor Source Legend:

<p>Self Pay - Denied or No Payor Source <u>CCSS - Approved/Good Medical Assistance Service Card, Clark County Social Service Card</u> 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</p>

Exhibit B
Sample Contract

AGREEMENT FOR PHYSICIAN PROFESSIONAL SERVICES

This Agreement, made and entered into this ____ day of _____, 2011, 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 **//TYPE//** 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 provides plastic, micro and replantation surgery specialist services which requires professional medical services; and

WHEREAS, Hospital recognizes that the proper functioning of the same requires supervision and direction by a physician who has been properly trained and is fully qualified and competent to practice medicine as a plastic, micro or replantation surgeon; and

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

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the operation of Services 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 Services and other related 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 Clinical Services. Services performed for the diagnosis, prevention or treatment of disease or for assessment of a medical condition.
- 1.6 Services. Services refers to Hospital's plastic, micro and replantation specialist surgery services.
- 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, supervisory and other services. Clinical services which do not meet the requirements of “services to patients” shall be considered “services to Hospital.”
- 1.9 Complete Amputation. Completely detached finger or other body part.
- 1.10 Incomplete Amputation. Finger or other body part that is dangling, i.e. requiring venous anastomosis.

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 will provide Services so that a Physician is present when required for delivery of Services to Patients. Provider shall consult with the Medical Staff of Hospital when requested.
 - c. Provider shall provide Hospital with consultative coverage on a twenty-four (24) hour-a-day, seven (7) day-a-week basis. For this purpose consultative coverage consists of patient examination/assessment, diagnosis, medical/surgical intervention and follow-up care. This coverage includes all Hospital inpatients, Hospital outpatients, Emergency Department patients and Trauma Department patients who are not designated patients of other physicians unless resident coverage has been assigned to another group or physician on a predetermined and agreed upon scheduled rotation.
 - d. Provider shall provide service on an emergency and on-call basis to meet the needs of Hospital's inpatients and outpatients.
 - e. Provider shall coordinate the schedules and assignments of the physicians assigned to Services. At no time will Services be without coverage.
 - f. Provider shall provide consultative, diagnostic or medical service coverage to Hospital's outpatient plastic, micro and replantation clinic patients during the term of this Agreement at four (4) clinics per month for up to four (4) hours per clinic. Provider shall ensure that outpatient clinic patients shall not have to wait more than ten (10) calendar days for an urgent visit and no more than thirty (30) calendar days for an elective appointment. If appointment waiting times exceed these thresholds, Provider will staff additional clinics as required to reduce waiting times below these thresholds.
 - g. Provider shall encourage the participation of other physicians in the community to assist Provider in the provision of the services outlined in this Agreement.
- 2.2 Medical Staff Appointment.
- a. Physicians employed or contracted by Provider shall at all times hereunder, be members in good standing of Hospital's medical staff with appropriate clinical privileges and appropriate Hospital credentialing. Any of Provider's Member Physicians who fail to maintain staff appointment of clinical privileges in good standing will not be permitted to render services to Hospital's patients and will be replaced promptly by Provider. Provider shall replace a Member Physician who is suspended, terminated or expelled from Hospital's Medical Staff, loses his license to practice medicine, tenders his resignation, or violates the terms of this Agreement. In the event Provider replaces or adds a Member Physician, such new physician shall meet all of the conditions set forth herein, and shall agree in writing to be bound by the terms of this Agreement.
 - b. It is expressly agreed that continuation of this Agreement is dependent upon the continued appointment of //PHYSICIAN NAME// as Provider's Principal Physician.

- 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. 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.

2.3 Principal Physician. The Principal Physician shall at all times during the term of this Agreement;

- a. be Board Certified;
- 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.

2.4 Clinical Responsibilities of Principal Physician.

- a. Provide clinical direction of Hospital's Services;
- b. 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;
- c. Provide consultations and documentation in accordance with 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;
- d. Provide ongoing patient contact as medically necessary and appropriate;
- e. Provide training in Services to resident physicians at Hospital;
- f. Coordinate and integrate clinically related activities both inter and intra departmentally within Hospital and its affiliated clinics;
- g. Participate in scheduled clinical staff meetings and conferences; and
- h. Perform such other clinical duties as necessary to provide the Services.

2.5 Other Responsibilities.

- 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 Services 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 Services 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 the need for capital expenditure for equipment, supplies and space required to maintain and expand the Services;
- j. 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;
- k. Monitor the use of equipment and report any malfunction to Hospital Administration;
- l. Assist Hospital in the appeal of any denial of payment of Hospital charges;
- m. Assist Hospital's Administration with the performance of such other administrative duties as necessary to operate the Department;
- n. Must see all patients that require follow-up visits in Provider's office regardless of patient's ability to make up-front payments or deposits; and
- o. Use best efforts to use Hospital's contracted anesthesiologists and hospitalists.

2.6 Standards of Performance.

- 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 plastic, micro and replantation surgery 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.
- g. Provider shall work in the development and maintenance of key clinical protocols to standardize patient care.
- h. Provider shall strive to improve morbidity and mortality rates among Hospital's patients.
- i. Provider shall provide a level of medical care to enhance and improve outcomes in the specialized area of Service. (Service is defined as plastic, micro and replantation surgery)
- j. 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.
- k. Provider shall provide a continuum of educational experience meeting all Graduate Medical Education (GME) standards.
- l. Provider shall provide scholarly activities that include, but are not limited to: 1) clinical research; 2) presentation of academic papers; and 3) lectures.
- m. Provider shall be compliant with SKIP indicators.
- n. Provider shall maintain patient satisfaction scores (physician HCAHP questions) at eight-five percent (85%) or greater
- o. Provider must be affiliated with the University of Nevada School of Medicine (school) to teach school's plastic and micro surgery residents and fellows and meet all GME standards and requirements.

2.7 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.

2.8 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.

2.9 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.

- 2.10 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.
- 2.11 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.
- 2.12 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-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.
- 2.13 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 provision of the Services and Principal Physician shall arrange for coverage during his absence.
- 2.14 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 "A", incorporated and made a part hereof by this reference.

III. HOSPITAL'S OBLIGATIONS

- 3.1 Space, Equipment and Supplies.

- a. Hospital shall provide space within Hospital for the Services; 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 Services.
 - 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 provision of the Services. Hospital shall also keep and maintain said equipment in good order and repair.
 - c. Hospital shall purchase all necessary supplies for the proper provision of the Services and shall keep accurate records of the cost thereof.
- 3.2 Hospital Services. Hospital shall, at its expense, furnish the Principal Physician with telephone service as may be required by the Principal Physician. 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.
- 3.3 Personnel. Other than Member Physicians and Allied Health Providers, all personnel required for the proper operation of the Services 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 Services 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.
- 3.4 Annual Review. Hospital and Provider shall conduct an annual review of Provider's performance of Services.

IV. BILLING

- 4.1 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.
- 4.2 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.

V. COMPENSATION

- 5.1 Except as provided in Paragraphs 5.2, 5.3 and 5.4, hereinbelow, each of Hospital's patients receiving services from Provider shall be directly billed by Provider for such services.
- 5.2 During the term of this Agreement and subject to paragraphs 7.6 and 7.15, hereinbelow, Hospital will compensate Provider \$_____ per day, on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for each day that Provider provided plastic and micro surgery on-call services the prior month.
- 5.3 During the term of this Agreement and subject to paragraphs 7.6 and 7.15, hereinbelow, Hospital will compensate Provider \$_____ per day, on the third (3rd) Friday of each month, or if the third (3rd) Friday falls on a holiday, the following Monday, for each day that Provider provided replantation on-call services the prior month.
- 5.4 During the term of this Agreement and subject to paragraphs 7.6 and 7.15, hereinbelow, Hospital will compensate Provider \$_____ per year at the rate of \$_____ 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 providing training to Hospital's resident physicians.

VI. TERM/MODIFICATIONS/TERMINATION

- 6.1 Term of Agreement. This Agreement shall become effective on the 1st day of July 2011, and, subject to paragraphs 7.6 and 7.13, hereinbelow, shall remain in effect through the June 30, 2014.
- 6.2 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.
- 6.3 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 of 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.

6.4 Termination Without Cause. Either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party.

VII. MISCELLANEOUS

- 7.1 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.
- 7.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.

- 7.7 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.
- 7.8 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.
- 7.9 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.
- 7.10 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.
- 7.11 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.
- 7.12 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 "B". 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.
- 7.13 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.
- 7.14 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Board of Hospital Trustees.
- 7.15 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.
- 7.16 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 7.17 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 7.18 Indemnification.
- a. To the extent limited 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.

7.19 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.

7.20 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.

7.21 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:

7.22 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.

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

7.24 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.

7.25 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.

7.26 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

Attachment "A"

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 “B”

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.silentwhistle.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.

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.

Exhibit C
Insurance Requirements

RFP No. 2011-01

Plastic, Micro, Replantation Surgery Services

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 INSURANCE BROKER'S NAME ADDRESS PHONE & FAX NUMBERS	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED INSURED'S NAME ADDRESS PHONE & FAX NUMBERS	COMPANIES AFFORDING COVERAGE	3. BEST'S RATING
	COMPANY LETTER	A
	COMPANY LETTER	B
	COMPANY LETTER	C
	COMPANY LETTER	D
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
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)	(K)	(L)
<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE \$
<input type="checkbox"/> HIRED AUTOS					EACH OCCURRENCE \$
<input type="checkbox"/> NON-OWNED AUTOS					AGGREGATE \$
<input type="checkbox"/> GARAGE LIABILITY					
6.	EXCESS LIABILITY				STATUTORY LIMITS
	<input type="checkbox"/> UMBRELLA FORM				EACH ACCIDENT \$
6.	WORKER'S COMPENSATION				DISEASE—POLICY LIMIT \$
					DISEASE—EACH EMPLOYEE \$
					AGGREGATE \$1,000,000
7.	DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT				
8.	CERTIFICATE HOLDER UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA 1800 WEST CHARLESTON BOULEVARD LAS VEGAS, NV 89102 The Certificate Holder is named as an additional insured.	CANCELLATION			
		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,			
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)