

# University Medical Center Of Southern Nevada

## CONFIRMATION FORM for RECEIPT OF RFP NO. 2012-13 Inpatient Dialysis 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.

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### VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO.      RFP NO. 2012-13

DESCRIPTION:      Inpatient Dialysis 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: \_\_\_\_\_

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

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

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

UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL

RFP NO. 2012-13  
Inpatient Dialysis Services

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL  
RFP NO. 2012-13  
Inpatient Dialysis Services

UMC is looking to identify superior proposers to manage and operate an inpatient dialysis program. The proposer shall be responsible to provide all staff, supplies and equipment to operate an effective inpatient dialysis program.

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](mailto: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, **May 22, 2012** at 2:00:00 p.m., based on the time clock at the UMC Materials Management office. Proposals are time-stamped upon receipt.

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PUBLISHED:  
Las Vegas Review Journal  
April 22, 2012

GENERAL CONDITIONS  
RFP NO. 2012-13  
Inpatient Dialysis 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

UMC is soliciting proposals from proposers to manage and operate an inpatient dialysis program. The proposer shall be responsible to provide all staff, supplies and equipment to operate an effective inpatient dialysis program.

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 proposers to manage and operate an inpatient dialysis program. The proposer shall be responsible to provide all staff, supplies and equipment to operate an effective inpatient dialysis program.

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](mailto: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	April 22, 2012
Final Date to Submit Questions	May 11, 2012
Last Day for Addendums	May 15, 2012
<b>RFP Responses Due (2:00:00 pm)</b>	<b>May 22, 2012</b>
RFP Evaluations	May / June 2012
Finalists Selection	June / July 2012
Finalists Oral Presentations (if required)	June / July 2012
Final Selection & Contract Negotiations	July / August 2012
Award & Approval of the Final Contract	September 2012

7. METHOD OF EVALUATION AND AWARD

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

The proposals may be reviewed individually by staff members through an ad hoc committee. The finalists may be requested to provide OWNER a presentation and/or an oral interview. The ad hoc staff committee may review the RFP's as well as any requested presentations and/or oral interviews to gather information that will assist in making the recommendation. OWNER reserves the right to award the contract based on objective and/or subjective evaluation criteria. This contract will be awarded on the basis of which proposal OWNER deems best suited to fulfill the requirements of the RFP. OWNER also reserves the right not to make an award if it is deemed that no single proposal fully meets the requirement of this RFP. OWNER 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 15 copies of their proposal. Additionally, PROPOSER shall submit 1 electronic copy in PDF or MS Word format on a CD. (Please do NOT submit on a flash/thumb drive.) 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.

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The following are detailed delivery/ mailing instructions for proposals:

Hand Delivery

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

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U.S. Mail Delivery

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

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Express Delivery

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

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

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

9. WITHDRAWAL OF PROPOSAL

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

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

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

10. REJECTION OF PROPOSAL

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

11. PROPOSAL COSTS

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

12. ALTERNATE PROPOSALS

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

13. ADDENDA AND INTERPRETATIONS

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

14. PUBLIC RECORDS

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

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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, judgment, 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. CLARK COUNTY BUSINESS LICENSE / REGISTRATION

Prior to award of this RFP, other than for the supply of goods being shipped directly to a Clark County facility, the successful CONSULTANT 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 is required 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, 3<sup>rd</sup> Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

You may also obtain information on line regarding Clark County Business Licenses by visiting the website at [www.accessclarkcounty.com](http://www.accessclarkcounty.com), select "Online Services", then select "Business License Inquire" or by the browser search <http://sandgate.co.clark.nv.us/businessLicense/businessSearch/blindex.asp>

19. EVALUATION CRITERIA

Proposals should contain the following information:

**A. Organizational Information**

1. Provide your organization's name, address, internet URL (if any), telephone and fax numbers. Include the name, title, direct phone number and address, and E-mail address of the individual who will serve as your organization's primary contact.
2. Provide a brief description of your organization locally, statewide and nationally (if applicable).
3. List any factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this RFP or that could materially affect OWNER's decision.
4. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
5. Provide a list of four references with contact information, including email addresses.
6. 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
  - o Total number of employees living in Las Vegas, Nevada area
7. Disclose any potential conflict of interest between your company and any sales agent of products sold to UMC.

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8. Complete and submit the attached **Disclosure of Ownership/Principals form** and the **Disclosure of Relationship form** with its proposal.

**B. Healthcare Experience**

1. Document your organization's credentials, experience, and involvement with inpatient dialysis services. Include your organization's experience working with other large Medical Centers and/or Healthcare Systems. Please focus on accounts in the State of Nevada, if possible.
2. Describe your philosophy on patient care and your philosophy regarding physician and patient responsiveness.
3. Describe your organization's approach to patient education.
4. Describe your prior experience and action plans to prepare and respond to Joint Commission surveys.
5. Describe other regulatory compliance experience.
6. Detail the experience of staff members that your company may use at UMC.
7. Please describe the top three (3) features and benefits that distinguish your service and company from those of your competitors, clear stating why the PROPOSER is best suited to this RFP

**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. Detail how your organization would provide Inpatient Dialysis Services required by UMC.
3. Provide your proposed implementation plan for providing Inpatient Dialysis Services to meet UMC's requirements?
4. How would your organization help to keep this program financially viable for UMC?
5. List your organization's capabilities to manage costs and success at passing on these efficiencies to your clients.
6. Please describe how your organization measures and reports client satisfaction and service success. How can clients make comments on your organization's service?
7. State the total number of staff in terms of Full Time Equivalentents (FTE's) who will be devoted to the provision of services under this Agreement.
  - a. Registered Nurse
  - b. Dialysis Technician
  - c. Others
8. Provide a description of the capital equipment that your organization will provide as part of your proposal. Please include model and year
9. Provide a description of the Biomedical Engineering Department that will maintain your organizations capital equipment.

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10. Describe your methods for training, evaluating, monitoring and supervising your staff that will provide the Services.
11. Describe the process you will implement if you are advised or you suspect that an agent of your organization may have exhibited unprofessional conduct or demonstrated marginal clinical quality in the course of providing contracted services at Hospital.
12. Describe how your organization will participate in Medical Staff affairs, including participation on the appropriate Medical Staff committees and in quality and performance improvements activities.
13. Provide a copy of your current quality assurance and peer review plans you use or recommend for the Services, including aspects of care that will be monitored. (This will NOT be counted in your total page count of your proposal)

**D. Fee**

Please set forth your monthly fee for:

<b>HEMODIALYSIS</b> - Includes all equipment, dialysis specific supplies, except IV fluids and medications, technicians and clinical supervision. Includes provision of treatment in patient care areas by Dialysis RNs or Dialysis Technicians.	\$ _____ (per treatment)
<b>PERITONEAL DIALYSIS - CAPD and CCPD</b> (per visit) – Provision of staff, supplies, dialysate solutions and equipment to set up tubing and trouble shoot technical problems for an inpatient undergoing any form of peritoneal dialysis. Minimum two visits per day.	\$ _____ (per visit)
<b>CONTINUOUS THERAPIES – CVVHD</b> – (per visit) – Provision of staff, dialysate solutions, and equipment for an inpatient undergoing any form of CRRT. Minimum one visit per day.	\$ _____ (per visit)
Other: (For PROPOSER to propose)	

**E. Compliance with the OWNER'S Standard Contract**

Indicate any exceptions that your firm would have to take in order to accept the attached Standard Contract. PROPOSER(S) are advised that any exception that is determined to be material may be grounds for elimination in the selection process.

**F. Other / Value Add**

Other factors PROPOSER determines appropriate which would indicate to UMC 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

Services will begin November 1, 2012

#### I. **Provider's Obligations**

1. Services. Provider shall provide dialysis services ("Services") to inpatient and emergency room patients as described herein on a twenty-four (24) hours, seven (7) days a week basis. This Service will include equipment, all dialysis specific supplies except medications, technicians and clinical supervision.
2. Service Standards. Provider shall provide Services in the designated dialysis area. The Services shall be performed by at least one (1) Provider employed dialysis technician and supervised by one (1) Provider employed Registered Nurse (RN). Bedside service provided in critical care areas will be performed by a Provider employed RN, if available.
3. Responsibilities. Provider shall have the following responsibilities:
  - a. Provider personnel will communicate with Hospital's designated nurse at time of arrival and departure from location where Services are being performed.
  - b. Communication between Hospital and Provider personnel will include, but not be limited to, the following specific information:
    1. Patient's pertinent condition;
    2. Tolerance of procedure and medications;
    3. Medications given; and
    4. Lab tests or other services required by Hospital personnel to be performed for dialysis patients during dialysis.
  - c. Provider personnel will complete all lab requisitions, document any fluids and medications added to dialysate, and any other medications administered.
  - d. Provider personnel will secure all equipment and supplies in the storage area designated within hospital when procedure is completed.
  - e. Provider personnel will be available to Hospital personnel for continuing education and training as reasonably necessary to maintain a current technological and clinical knowledge base for acute dialysis patient care.
  - f. Provider personnel may assist with discharge planning for relevant dialysis patients.
  - g. Provider personnel may provide dialysis related education to patients and family members.
4. Response Time. Provider personnel shall initiate Treatment within six (6) hours of receiving notice from Hospital for standard requests. For emergency cases, Provider personnel shall initiate Treatment within two (2) hours of receiving notice from Hospital.
5. Site of Service. Provider personnel will provide Services as follows:
  - a. To medically stable patients in designated areas as determined by Hospital staff.
  - b. To medically and behaviorally unstable or compromised patients at the patient bedside as determined by Hospital staff.
6. Reporting. Provider will provide the Hospital on a quarterly basis the performance improvement program reports, to include but not limited to, those reports listed below. These reports will include any additional amended requirements by The Joint Commission or licensing agencies:
  - a. Infection rate report
  - b. Water purification report
  - c. Time devoted to Services

Provider and Hospital will mutually agree upon the form and content of said reports.

7. Scheduling Services. Provider to provide a schedule of proposed Treatments for the following day to Hospital by 5:00 p.m. the previous day.
8. Education/Training. Provider shall train Hospital's designated Intensive Care Unit (ICU) nurses to successfully monitor Continuous Renal Replacement Therapy (CRRT) patients and equipment in order to maintain continuity of CRRT. Additionally, as a part of Provider's duties, Provider will hold annual classes and competency review for all designated ICU nurses in order to maintain and document ICU nurse competency of CRRT.
9. Regulatory Approval Assistance: Provider shall assist Hospital in regulatory approval to include but not limited to monitoring dialysis staff.
10. Other Responsibilities. Provider shall:
  - a. Perform Machine Set-up & Safety Check
  - b. Initiate Treatment, monitor patient, terminate Treatment, and provide catheter care.
  - c. Provide documentation as deemed by Hospital to be in compliance with Hospital's policies and practices; this documentation shall be included in the patient's chart.
  - d. Clean up & store equipment.
11. Disposable Supplies. Maintain supplies and inventory control of supplies used in Services. Provider will provide to the Hospital the disposable supplies used in connection with the Services.
12. Capital Equipment. Provide use of capital equipment for the provision of Services, and be responsible for the maintenance and service of the capital equipment and for all expenses incurred in connection therewith.
13. Physician Communication. Provider personnel shall communicate with the physician in charge of the procedure for which Provider is providing Services.
14. Administration of Drugs. When a Provider employed RN is providing Services, that RN may administer drugs necessary to provide Services as supervised and directed by the physician in charge. When a Provider employed dialysis technician is providing Services, the Hospital's primary care nurse will administer drugs necessary to provide Services as supervised and directed by the physician in charge.
15. Assignment of Personnel. Provider shall use reasonable commercial efforts to assign Provider personnel to Hospital on a permanent basis provided that Provider shall be entitled to substitute other personnel when it becomes necessary during peak caseload periods or as a result of illness, vacation or vacancy among the assigned personnel.
16. Conduct. While on Hospital premises, Provider personnel providing Services on behalf of Provider shall observe the general operating protocol of Hospital and the regulations and policies of Hospital which apply to third-party contractors, as long as such policies are provided to Provider in advance and are not inconsistent with Provider's own policies.
17. Participation on Committees. Provider's administrative staff shall participate on applicable committees as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and/or the University Medical Center of Southern Nevada Allied Health Providers Manual, as may then be in effect, and may assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals. Provider shall require all Provider personnel to participate in the applicable committee activities of Hospital as set forth in this Paragraph.
18. Medical Director. Provider shall designate a Medical Director(s) to supervise the Services which Provider is providing under this Agreement. The Medical Director(s) shall be responsible for the review, approval and signing of Provider's clinical policies, procedures and quality processes that pertain to Services.
19. Discharge Services. Provider shall make Member available to Hospital to perform Discharge Services for patients who require on-going dialysis services following. At all times, Member engaging in Discharge Services shall be under the supervision of Hospital. Member shall not participate in any discharge planning services for patients who do not require on-going dialysis.

20. Other Responsibilities.

- a. If Hospital requires that Provider personnel attend on-site Hospital orientation or other on-site training, then Hospital shall provide such additional orientation and training. Provider will be responsible for any labor costs incurred by Provider incident to such additional orientation. Hospital will memorialize such request for additional orientation and training in writing prior to its implementation.
- b. Provider shall be responsible for all costs associated with compliance with all applicable state and federal laws relating to the health of Provider's staff. Hospital will memorialize any request for additional health monitoring in writing prior to its implementation.

21. Standards of Performance.

- a. Provider promises to adhere to Hospital's established standards and policies for providing good patient care. In addition, Provider shall also operate and conduct themselves in accordance with standards and recommendations of The Joint Commission relating to the operation of their respective businesses and the provision of the Services under this Agreement.
- b. Provider agrees to remove from Hospital, any individual performing Services on behalf of Provider to whom Hospital reasonably objects. Such removal shall be subject to the following protocol:
  - i. Prior to Provider's removal of any individual from Hospital, Hospital shall provide Provider with written notice of its objection to such Provider employee(s), setting forth the basis of its objection and providing Provider with a thirty (30) day cure period to correct Hospital's objection; this cure period shall commence with the date of Provider's receipt of written notice.
  - ii. Notwithstanding subparagraph i. above, should Hospital continue to insist on the removal of an individual, Provider agrees to do so within fifteen (15) days of the completion of the thirty (30) day cure period, consistent with Provider's personnel policies and procedures.

22. 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. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

23. 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.

24. Insurance. Provider will maintain general liability, property and professional liability insurance or self-insurance covering bodily injury and property damage to third parties with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate on its equipment and personnel. If the above insurance policies are written on a claims-made basis, Provider will maintain the coverage for a minimum of three (3) years or will purchase tail insurance should the policies not be renewed. Upon request, Provider will provide Hospital with a certificate of insurance. This provision shall survive the completion or termination of this Agreement.

25. Records and HIPAA Compliance:

- a. Provider shall complete all patient charts in a timely manner 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 and/or the University Medical Center of Southern Nevada Allied Health Providers Manual, as may then be in effect.
- b. Except as otherwise provided in the Agreement, all medical records, histories and charts regarding patients treated or matters handled by Provider hereunder shall be the property of Hospital regardless of the manner, media or system in which the information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.
- c. In order for Provider to provide quality assurance monitoring and access consistent with the Omnibus Reconciliation Act of 1980, Provider shall collect, store and maintain data on all procedures performed by Provider, and such data shall be the property of Provider.
- d. Billing records shall be maintained by both parties as required by all applicable state and federal rules and regulations.
- e. Health Insurance Portability and Accountability Act of 1996:
  - i. 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.
  - ii. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement ("OCHA"), as such term is defined in the HIPAA Regulations.
  - iii. 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.

26. 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.

## **II. Capital Equipment and Supplies**

Provider will provide all dialysis-specific equipment needed to perform services including single pass dialysis machines, water purification devices, Peritoneal Dialysis (PD) cyclor machines and CRRT equipment. All equipment provided by Provider will be maintained by Provider to meet requirements of applicable regulations.

Provider provides a localized Biomedical Engineering Department to insure dialysis equipment safety standards and regulations are maintained and documentation is readily retrievable for Joint Commission inspections and other CQI monitoring.

Provider will provide all dialysis-specific supplies needed to perform services including dialyzers.

**III. 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.
  
- c. 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, 3<sup>rd</sup> 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](http://www.clarkcountynv.gov) , go to "Business License Department" ([http://www.clarkcountynv.gov/Depts/business\\_license/Pages/default.aspx](http://www.clarkcountynv.gov/Depts/business_license/Pages/default.aspx))

**IX. Hospital Demographic Data**

Hospital demographic data follows and incorporated by reference herein.

**INPATIENT DIALYSIS**

DESCRIPTION	FY 2011	YTD FY2012
MULTI EVAL ACUTE HEMODIALYSIS	6,624	5,332
MULTI EVAL ACUTE PERTIONEAL DIALYSIS	217	371
CVVH	284	80

**Hospital's Overall Data**

Payor Mix	FY 2010	FY 2011
Clark County Self Funded	10.9%	10.9%
Health Services Purchasing Coalition	2.0%	1.4%
Governmental (Tricare, etc)	1.4%	3.6%
PPO	17.2%	14.8%
Sierra	1.1%	2.6%
Private Insurance	7.6%	6.8%
Medicaid	7.7%	8.0%
Medicaid HMO	2.2%	2.6%
Medicare	12.5%	13.8%
Medicare HMO	6.2%	5.9%
Pending Medicaid	8.7%	8.8%
Self-Pay	18.1%	19.9%
Worker's Comp	1.6%	1.0%

## **AGREEMENT FOR INPATIENT DIALYSIS SERVICES**

**THIS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between University Medical Center of Southern Nevada, a county owned hospital established under the authority of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as “Hospital”) and \_\_\_\_\_ (hereinafter referred to as “Provider”).

### **WITNESSETH:**

**WHEREAS**, Hospital is a county owned acute care hospital which provides medical services which requires dialysis services; and

**WHEREAS**, Provider desires to contract for and provide said dialysis services; and

**WHEREAS**, the parties desire to provide a full statement of their agreement in connection with the operation of dialysis 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 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
- 1.2 Department. Unless the context requires otherwise, Department refers to Hospital’s Department of Nephrology.
- 1.3 Member. An individual providing Services at Hospital pursuant to this Agreement who is a member, associate, partner and/or employee of Provider. Provider shall by contract obligate each Member to comply fully with all duties, obligations and restrictions imposed upon Members under this Agreement.
- 1.4 Provider. \_\_\_\_\_
- 1.5 Services. Services refers to inpatient dialysis services.
- 1.6 Treatment. A single provision of dialysis services to an inpatient of Hospital.

### **II. PROVIDER’S OBLIGATIONS**

- 2.1 Services. Provider shall provide Services to inpatient and emergency room patients as described herein on a twenty-four (24) hours, seven (7) days a week basis. This Service will include equipment, all dialysis specific supplies except medications, technicians and clinical supervision.
- 2.2 Service Standards. Provider shall provide Services in the designated dialysis area. The Services

shall be performed by at least one (1) Provider employed dialysis technician and supervised by one (1) Provider employed Registered Nurse (RN). Bedside service provided in critical care areas will be performed by a Provider employed RN, if available.

2.3 Responsibilities. Provider shall have the following responsibilities:

- a. Member's will communicate with Hospital's designated nurse at time of arrival and departure from location where Services are being performed.
- b. Communication between Hospital and Member's will include, but not be limited to, the following specific information:
  - 1. Patient's pertinent condition;
  - 2. Tolerance of procedure and medications;
  - 3. Medications given; and
  - 4. Lab tests or other services required by Hospital personnel to be performed for dialysis patients during dialysis.
- c. Member's will complete all lab requisitions, document any fluids and medications added to dialysate, and any other medications administered.
- d. Member's will secure all equipment and supplies in the storage area designated within hospital when procedure is completed.
- e. Member's will be available to Hospital personnel for continuing education and training as reasonably necessary to maintain a current technological and clinical knowledge base for acute dialysis patient care.
- f. Member may assist with discharge planning for relevant dialysis patients.
- g. Member may provide dialysis related education to patients and family members.

2.4 Response Time. Member shall initiate Treatment within six (6) hours of receiving notice from Hospital for standard requests. For emergency cases, Member shall initiate Treatment within two (2) hours of receiving notice from Hospital.

2.5 Site of Service. Member will provide Services as follows:

- a. To medically stable patients in designated areas as determined by Hospital staff.
- b. To medically and behaviorally unstable or compromised patients at the patient bedside as determined by Hospital staff.

2.6 Reporting. Provider will provide the Hospital on a quarterly basis the performance improvement program reports, to include but not limited to, those reports listed below. These reports will include any additional amended requirements by The Joint Commission or licensing agencies:

- d. Infection rate report
- e. Water purification report
- f. Time devoted to Services

Provider and Hospital will mutually agree upon the form and content of said reports.

- 2.7 Scheduling Services. Provider to provide a schedule of proposed Treatments for the following day to Hospital by 5:00 p.m. the previous day.
- 2.8 Education/Training. Provider shall train Hospital's designated Intensive Care Unit (ICU) nurses to successfully monitor Continuous Renal Replacement Therapy (CRRT) patients and equipment in order to maintain continuity of CRRT. Additionally, as a part of Provider's duties, Provider will hold annual classes and competency review for all designated ICU nurses in order to maintain and document ICU nurse competency of CRRT.
- 2.9 Regulatory Approval Assistance: Provider shall assist Hospital in regulatory approval to include but not limited to monitoring dialysis staff.
- 2.10 Other Responsibilities. Provider shall:
- a. Perform Machine Set-up & Safety Check
  - b. Initiate Treatment, monitor patient, terminate Treatment, and provide catheter care.
  - c. Provide documentation as deemed by Hospital to be in compliance with Hospital's policies and practices; this documentation shall be included in the patient's chart.
  - d. Clean up & store equipment.
- 2.11 Disposable Supplies. Provider shall maintain supplies and inventory control of supplies used in Services. Provider will provide to the Hospital the disposable supplies used in connection with the Services as described on **Exhibit A**, Disposable Supplies Schedule, incorporated and made a part hereof by this reference.
- 2.12 Capital Equipment. Provider shall provide the capital equipment stated on the attached **Exhibit B**, Capital Equipment Schedule, incorporated and made a part hereof by this reference, for the provision of Services, and be responsible for the maintenance and service of the capital equipment and for all expenses incurred in connection therewith.
- 2.13 Physician Communication. Member's shall communicate with the physician in charge of the procedure for which Provider is providing Services.
- 2.14 Administration of Drugs. When a Provider employed RN is providing Services, that RN may administer drugs necessary to provide Services as supervised and directed by the physician in charge. When a Provider employed dialysis technician is providing Services, the Hospital's primary care nurse will administer drugs necessary to provide Services as supervised and directed by the physician in charge.
- 2.15 Assignment of Personnel. Provider shall use reasonable commercial efforts to assign Members to Hospital on a permanent basis provided that Provider shall be entitled to substitute other personnel when it becomes necessary during peak caseload periods or as a result of illness, vacation or vacancy among the assigned personnel.

- 2.16 Conduct. While on Hospital premises, Members providing Services on behalf of Provider shall observe the general operating protocol of Hospital and the regulations and policies of Hospital which apply to third-party contractors, as long as such policies are provided to Provider in advance and are not inconsistent with Provider's own policies.
- 2.17 Participation on Committees. Provider's administrative staff shall participate on applicable committees as determined by the Bylaws, Rules and Regulations of the Medical and Dental Staff and/or the University Medical Center of Southern Nevada Allied Health Providers Manual, as may then be in effect, and may assist utilization review in setting, monitoring and achieving length of stay and ancillary utilization goals. Provider shall require all Members to participate in the applicable committee activities of Hospital as set forth in this Paragraph.
- 2.18 Medical Director. Provider shall designate a Medical Director(s) to supervise the Services which Provider is providing under this Agreement. The Medical Director(s) shall be responsible for the review, approval and signing of Provider's clinical policies, procedures and quality processes that pertain to Services.
- 2.19 Discharge Services.
- a. Provider Obligation. Provider shall make Member available to Hospital to perform Discharge Services for patients who require on-going dialysis services following discharge in accordance with Exhibit F. At all times, Member engaging in Discharge Services shall be under the supervision of Hospital. Member shall not participate in any discharge planning services for patients who do not require on-going dialysis.
  - b. Hospital Obligation. Hospital shall be solely responsible for (i) developing written policies and procedures regarding its discharge planning process, (ii) ensuring patients' rights for access to discharge planning are upheld, (iii) selecting Hospital staff to participate in the discharge planning process, evaluation, plan development and implementation and reassessment for all patients; (iv) maintaining compliance with 42 C.F.R. § 482.43, and (v) ensuring that discharge plans are included in the patients' medical records.
  - c. Rules and Regulations. All Members shall comply with the ethical and administrative rules, regulations, policies and procedures of Hospital in effect on the date hereof that relate to the provision of Services, to the extent not inconsistent with applicable laws or regulations or with the express terms of this Agreement, and such policies are consistent with Provider's policies and procedures for the provision of Services, provided that copies of same are delivered to Provider as evidenced by a written receipt signed by Provider Administrator (as defined below). During the Term of this Agreement (as defined below), Hospital may provide Provider Administrator, from time to time, with additional ethical and administrative policies and procedures as they become effective, and with updates and/or additional information related to same, at least thirty (30) days prior to the effective date of each such policy, and Provider shall evidence receipt of same by a written receipt signed by Provider Administrator. If Provider determines, in its reasonable discretion, that any such policies or procedures are not acceptable for material reasons, Provider may terminate this Agreement by providing notice in accordance with Section 5.5. Hospital shall provide orientation to Member providing the Services regarding applicable Hospital policies and procedures prior to their participation in the provision of the Services, at no cost to Provider or its Member.

2.20 Other Responsibilities.

- a. If Hospital requires that Member's attend on-site Hospital orientation or other on-site training, then Hospital shall provide such additional orientation and training. Provider will be responsible for any labor costs incurred by Provider incident to such additional orientation. Hospital will memorialize such request for additional orientation and training in writing prior to its implementation.
- b. Provider shall be responsible for all costs associated with compliance with all applicable state and federal laws relating to the health of Provider's staff. Hospital will memorialize any request for additional health monitoring in writing prior to its implementation.

2.21 Standards of Performance.

- a. Provider agrees to adhere to Hospital's established standards and policies for providing good patient care. In addition, Provider shall also operate and conduct themselves in accordance with standards and recommendations of The Joint Commission relating to the operation of their respective businesses and the provision of the Services under this Agreement.
- b. Provider agrees to remove from Hospital, any Member performing Services on behalf of Provider to whom Hospital reasonably objects. Such removal shall be subject to the following protocol:
  - i. Prior to Provider's removal of any Member from Hospital, Hospital shall provide Provider with written notice of its objection to such Provider employee(s), setting forth the basis of its objection and providing Provider with a thirty (30) day cure period to correct Hospital's objection; this cure period shall commence with the date of Provider's receipt of written notice. Notwithstanding the foregoing, Provider shall remove a Member immediately if the safety of any Hospital patient or Hospital staff member is in question due to the actions of a Member.
  - ii. Notwithstanding subparagraph i. above, should Hospital continue to insist on the removal of an individual, Provider agrees to do so within fifteen (15) days of the completion of the thirty (30) day cure period, consistent with Provider's personnel policies and procedures.

2.22 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. Hospital shall neither have, nor exercise any, control or direction over the methods by which Provider shall perform its work and functions.

2.23 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.

2.24 Insurance. Provider will maintain general liability, property and professional liability insurance or self-insurance covering bodily injury and property damage to third parties with limits of One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) in the aggregate on its equipment and personnel. If the above insurance policies are written on a claims-made basis, Provider will maintain the coverage for a minimum of three (3) years or will purchase tail insurance should the policies not be renewed. Upon written request, Provider will provide Hospital with a certificate of insurance. This provision shall survive the completion or termination of this Agreement.

2.25 Records and HIPAA Compliance:

- a. Provider shall complete all patient charts in a timely manner 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 and/or the University Medical Center of Southern Nevada Allied Health Providers Manual, as may then be in effect.
- b. Except as otherwise provided in subparagraphs 2.24(c) and (d), all medical records, histories and charts regarding patients treated or matters handled by Provider hereunder shall be the property of Hospital regardless of the manner, media or system in which the information is retained. Provider shall have access to and may copy relevant records upon reasonable notice to Hospital.
- c. In order for Provider to provide quality assurance monitoring and access consistent with the Omnibus Reconciliation Act of 1980, Provider shall collect, store and maintain data on all procedures performed by Provider, and such data shall be the property of Provider.
- d. Billing records shall be maintained by both parties as required by all applicable state and federal rules and regulations.
- e. Health Insurance Portability and Accountability Act of 1996:
  - i. 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.
  - ii. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and

disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) (“HIPAA”), regulations promulgated thereunder (“HIPAA Regulations”) and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement (“OCHA”), as such term is defined in the HIPAA Regulations.

- iii. 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.

- f. This provision shall survive the completion or termination of this Agreement.

- 2.26 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 Exhibit D, incorporated and made a part hereof by this reference.
- 2.27 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.

### **III. HOSPITAL'S OBLIGATIONS**

- 3.1 Member Approval. Hospital shall have the right to approve Members who work at the Hospital.
- 3.2 Advance Notice. Hospital shall provide Provider with as much advance notice as possible for the provision of Services. Provider’s response time will be per Section 2.4.
- 3.3 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. Hospital agrees to clean and maintain all space used by Provider in Hospital.
  - b. Hospital shall have the right, at any time during the term of this Agreement, to enter Department for the purpose of inspecting the physical facilities thereof and for making such repairs or alterations therein, or in other parts of the building in which Department is located, as Hospital may deem necessary.
  - c. Provider shall use Hospital space, equipment and supplies for Hospital purposes only. Provider shall use the items furnished under this Agreement only for the performance of

Services required for this Agreement, not for the provision of Services to other than Department patients. This Agreement shall not be construed to be a lease to Provider or any Member of any portion of the premises of Hospital, and in so far as Provider or any Member may use a portion of said premises, he or she does so as a licensee only, and Hospital shall at all times have full and free access to the same.

- d. Hospital shall supply all syringes, needles, fluids, and miscellaneous items used in the administration of drugs.
  - e. Hospital shall provide protective wear, as necessary, to ensure compliance with OSHA regulations within Hospital.
  - f. Hospital shall provide Provider with an accessible, clean locked area for storage of equipment and disposable inventory with sufficient space to store the number of dialysis machines, equipment, water systems and medical supplies required to perform the volume of Services in the required response time. Hospital will not be responsible for lost, stolen or damaged equipment owed by Provider.
  - g. Hospital shall provide parking for Members, at no charge to Provider or Member providing Services on behalf of Provider.
  - h. Hospital shall supply all drugs or medications, to include: heparin, saline, albumin, transfusion sets, blood products, access devices such as shunts, central venous catheters, and peritoneal catheters.
- 3.4 Utilities. Hospital shall provide all utilities needed by Provider to administer the Services performed hereunder, including, but not limited to, water, electricity, heating/air conditioning and telephone lines for voice and data transmission. Hospital shall notify Provider of scheduled utility outages at least 24 hours in advance.
- 3.5 Orientation. Hospital shall provide Provider personnel with basic orientation to Hospital policies and procedures including, but not limited to:
- a. Documentation of care and services;
  - b. Dress codes and identification badge requirements;
  - c. Reporting of industrial injuries and illnesses;
  - d. Emergencies - Fire, Natural Disasters, Cardiac/Respiratory; and
  - e. Hazardous Waste Disposal.
- 3.6 Notification by Hospital. Hospital shall promptly notify Provider of any complaint, demand for money or allegation of malpractice committed by Provider personnel which is received from a patient or the patient's agent by Hospital or Hospital's Risk Management Department.
- 3.7 Acknowledgment by Hospital. Hospital shall provide or complete, or cause its approved physicians to complete, a written order for the Services, to be available at the time that the Services are scheduled. Hospital shall obtain proper patient consents for such Services, and shall cause its

approved physicians to sign any verbal order made by physicians to Provider during the course of treatment.

3.8 Insurance.

- a. Hospital will maintain liability coverage in accordance with the requirements of Chapter 41 of the Nevada Revised Statutes covering bodily injury and property damage to third parties on its equipment and personnel, and worker's compensation coverage in such amounts as required under applicable statutory limits for its employees. Upon written request, Hospital will provide Provider with a certificate of insurance. This provision shall survive the completion or termination of this Agreement.
- b. Hospital shall ensure that the patient's attending physician, or any other non-Provider affiliated individual(s) involved in any of the procedures supported by Provider under this Agreement, maintains professional liability insurance as required by the Bylaws, Rules and Regulations of the Medical and Dental Staff as may then be in effect.

3.9 Responsibility for Patient Care. Hospital and patient's physician shall retain ultimate authority and responsibility for the care and treatment of the patient.

3.10 Provider has no obligation to provide continuous nursing coverage for the Hospital's CRRT patients. Hospital shall make their nurses working in the Hospital's Intensive Care Unit available for CRRT training.

#### IV. **COMPENSATION**

4.1 Payment. Except as provided in Paragraphs 6.6, hereinbelow, Hospital agrees to compensate Provider according to the attached Exhibit C, Fee Schedule, incorporated and made a part hereof by this reference, and further agrees to make payment to Provider within ninety (90) days from the date of Provider's invoice for Services performed.

4.2 Price Adjustment Requests. Prices shall not be subject to change during the initial contract year, thereafter, they may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least 30 calendar days in advance of Provider's expectation of price increase commencement, to Hospital's Contracts Management Department, 1800 West Charleston Blvd, Las Vegas, NV 89102. Price increases shall not be retroactive. A price adjustment can only occur if Provider has been notified in writing of Hospital's approval of the new Price(s). Only one written price adjustment request(s) will be accepted from the Provider each year. The reference months/period and indices to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

**Suitable Proof:** Print-out of price index and calculated increase/decrease.

**Consumer Price Index:** The Consumer Price Index (CPI) – All Urban Consumers, U.S. City Average (Series ID = CUUR0000SA0) The price adjustment per annual request will be no greater than the lesser of percent of CPI change for the 12 month period or 3 percent, whichever is less, for an increase or decrease.

**Price Decrease:** Hospital shall receive the benefit of a price decrease to any item during an annual

period if the CPI decreases. If, at the point of exercising the price adjustment provision, market indicators and the CPI shows that the prices have decreased, and that the Provider has not passed the decrease on to Hospital, Hospital reserves the right to place the Provider in default, terminate the contract, and such actions will reflect adversely against the Provider in determining the responsibility and non-responsibility of the Provider in future opportunities.

**Discontinued Price Index:** Should the above-reference price index be discontinued or otherwise no longer be published by the U.S. Bureau of Labor Statistics (or other), a similar index may be mutually agreed to in writing by the parties.

## V. TERM/MODIFICATIONS/TERMINATION

- 5.1 Term of Agreement: This Agreement shall become effective on the 1st day of November, 2012, and, subject to paragraphs 6.6, herein below, shall remain in effect for a period of five (5) years through October 31, 2017.
- 5.2 Modifications: Provider shall notify Hospital in writing of:
- a. Any change of address of Provider; or
  - b. Any action against the license of any of Provider's Members; or
  - c. Any action commenced against Provider which could materially affect this Agreement; or
  - d. Any exclusionary action initiated or taken by a federal health care program against Provider or any of Provider's Members; or
  - e. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.
- 5.3 Termination For Cause:
- a. This Agreement shall immediately terminate upon written notice by the other party upon the exclusion of a party from participation in a federal health care program.
  - b. This Agreement may be terminated in the event either party materially defaults in its obligations hereunder and fails to cure, or fails to undertake corrective action to cure such default within thirty (30) days after receipt of notice specifying the default. Termination shall be effected by delivery of a Notice of Termination, specifying the date upon which the termination is to become effective.
  - c. This Agreement may be terminated by either party at any time with written notice upon the occurrence of bankruptcy, receivership or dissolution of either party or either party making an assignment for the benefit of creditors.
  - d. Provider shall have no obligation to provide the Services to patients of Hospital after the termination date. Termination of this Agreement shall not release Hospital from paying Provider any sums which may then be due and owing to Provider for Services rendered prior to the effective date of termination.

- 5.4 Changes in Law. Notwithstanding any other provision of this Agreement, if subsequent to the effective date hereof, the governmental agencies that administer the Medicare, Medicaid, or other federal programs (or their representatives or agents), or any other federal, state or local governmental or non-governmental agency, or any court or administrative tribunal passes, issues or promulgates any law, rule, regulation, standard, interpretation, order, decision or judgment, including but not limited to those relating to any Safe Harbor regulations pursuant to 42 U.S.C. § 1320-7b (anti-kickback statute) or any self-referral regulations pursuant to 42 U.S.C. § 1395nn (“Stark II”), which, in the reasonable discretion of one party and its legal counsel (the “Noticing Party”), materially and adversely affects either party’s licensure, accreditation, certification, to bill, to claim, to present a bill or claim, or to receive payment or reimbursement from any federal, state or local governmental or non-governmental payor, or which subjects the Noticing Party to a risk of prosecution or civil monetary penalty, or which, in the good faith judgment of the Noticing Party, implicates a Safe Harbor rule or regulation with which the Noticing Party desires further compliance, then the Noticing Party may give the other party notice of intent to amend or terminate this Agreement.
- 5.5 Termination Without Cause. Either party may terminate this Agreement, without cause, upon one hundred eighty (180) days written notice to the other party. If Hospital terminates this Agreement, Provider waives any cause of action or claim for damages arising out of or related to the termination.

## **VI. MISCELLANEOUS**

- 6.1 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 of \$10,000 or more over a twelve-month period with a related contractor, 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.
- 6.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 6.3 Assignment. This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned to any parent, affiliate or subsidiary company of either party without the approval of the other party.
- 6.4 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.
- 6.5 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.

- 6.6 Budget Act and Fiscal Fund Out. In accordance with the Nevada Revised Statutes (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. 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.
- 6.7 Captions/Gender/Number/Tense. 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. All verbs should be construed in the appropriate tense required by the context of the Agreement.
- 6.8 Catastrophe. In the event that Hospital's facilities shall be partially damaged or destroyed by fire, earthquake or other catastrophe, and such damage is sufficient to render the facilities uninhabitable but not entirely or substantially destroyed, this Agreement shall be suspended until such time as Hospital determines that the premises or the facilities shall again be habitable. In the event Hospital determines that Hospital facilities have entirely or substantially been destroyed by fire, earthquake or other catastrophe, this Agreement may be terminated by either party upon ten (10) days written notice to the other; or, in the alternative, this Agreement shall be suspended until such time as Hospital shall erect or otherwise acquire new facilities with accommodations substantially similar to those provided for the use of Department, in which event Hospital will give written notice to Provider that it shall erect or otherwise acquire said facilities for Department. Nothing in this Agreement shall obligate Hospital to enact or otherwise acquire such facilities.
- 6.9 Confidentiality. During the course of performance hereunder, both Provider and Hospital, or their respective agents, employees or contractors, may receive information regarding the other party's business practices, employees, patients or their medical condition. Provider and Hospital agree to use reasonable efforts to maintain the confidentiality of such information. Both Provider and Hospital recognize and agree that all such confidential information is and shall continue to be the exclusive property of the other party and further agree that they will not directly use, disseminate, disclose or otherwise reveal any confidential information or materials to any person, firm, corporation, association or other entity for any reason or purpose whatsoever, without the prior written consent of the other party, unless required to do so by law.

Confidential information shall include, any and all unpublished information owned or controlled by either Provider or Hospital that relates to the clinical, technical, marketing, business or financial operations of that party and which is not generally disclosed to the public, whether disclosed orally, in writing, or by inspection. 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. Notwithstanding the foregoing, confidential information shall not be deemed to

include any information that (i) is already known to the recipient at the time of its disclosure, (ii) is or becomes publicly known through no wrongful act of recipient, (iii) is communicated to a third party with the owner's express written consent, (iv) is independently developed by the recipient, or (v) is required by law or regulation to be disclosed (provided that before making such disclosure, the party receiving the information shall give the owner of the information written notice and a reasonable opportunity to object to the disclosure or take action to assure the confidential handling of the information). This provision shall survive the completion or termination of this Agreement.

- 6.10 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 and state laws and regulations in effect during the term hereof and further agrees to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics.
- 6.11 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.
- 6.12 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 **Exhibit E**. 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,



- 6.22 Public Record. Provider acknowledges that Hospital is a public entity subject to the Nevada Public Record Law. In the event Hospital is required to disclose Provider's Confidential and Proprietary Information by law, regulation or order of any governmental authority, Hospital will notify Provider prior to disclosure and cooperate with Provider's request for a protective order or in camera inspection.
  
- 6.23 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.
  
- 6.24 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.
  
- 6.25 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.
  
- 6.26 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.
  
- 6.27 Warranties. Each party represents and warrants that it is not an Excluded Provider. For purposes of this Section, the term "Excluded Provider" means a person or entity that either (1) has been convicted of a crime related to health care, or (ii) is currently listed by a federal agency as debarred, excluded or otherwise ineligible for participation in federally funded programs (including without limitation federally-funded health care programs such as Medicare and Medicaid). Further, each party agrees to immediately disclose to the other party any debarment, exclusion or other event that makes the party or any individual employed by the party an Ineligible Person with respect to participation in any federal health care program, upon which disclosure the other party may, without penalty, immediately terminate this Agreement.

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

Hospital:

Provider:

**UNIVERSITY MEDICAL CENTER  
OF SOUTHERN NEVADA**

\_\_\_\_\_

By: \_\_\_\_\_

Brian G. Brannman  
Chief Executive Officer

By: \_\_\_\_\_

**EXHIBIT A**  
**DISPOSABLE SUPPLIES SCHEDULE**

1. Commercially available dialysate solutions ordered for hemodialysis and peritoneal dialysis.
2. Tubing Sets required for Provider provided equipment or for the provision of hemodialysis or peritoneal dialysis treatment.
3. Dialyzers and CRRT cartridges are included in the per treatment fee.
4. Filters required for Provider provided equipment including Transducer Protectors and filters for portable Reverse Osmosis (RO) equipment.
5. Fistula Needles, caps and peritoneal dialysis catheter adaptors.
6. Water Quality Analysis Supplies
7. Dialyzers, blood lines, and dialysate.
8. Exclusion – Provider shall not provide drugs or medication.

**EXHIBIT B**  
**CAPITAL EQUIPMENT**

**Equipment:**

Provider will provide all dialysis-specific equipment needed to perform services including single pass dialysis machines, water purification devices, Peritoneal Dialysis (PD) cycler machines and CRRT equipment. All equipment provided by Provider will be maintained by Provider to meet requirements of applicable regulations.

Provider provides a localized Biomedical Engineering Department to insure dialysis equipment safety standards and regulations are maintained and documentation is readily retrievable for Joint Commission inspections and other CQI monitoring.

Equipment Description:

The following equipment will be used for services:

- Hemodialysis (HD) and CRRT: (State equipment make and model)
- Portable Reverse Osmosis unit: (State equipment make and model)
- Continuous Cycling Peritoneal Dialysis (CCPD): (State equipment make and model)

**Supplies:**

Provider will provide all dialysis-specific supplies needed to perform services including dialyzers.

**EXHIBIT C**  
**FEE SCHEDULE**

HEMODIALYSIS - Includes all equipment, dialysis specific supplies, except IV fluids and medications, technicians and clinical supervision. Includes provision of treatment in patient care areas by Dialysis RNs or Dialysis Technicians.	\$TBD (per treatment)
PERITONEAL DIALYSIS - CAPD and CCPD (per visit) – Provision of staff, supplies, dialysate solutions and equipment to set up tubing and trouble shoot technical problems for an inpatient undergoing any form of peritoneal dialysis. Minimum two visits per day.	\$TBD (per visit)
CONTINUOUS THERAPIES – CVVHD – (per visit) – Provision of staff, dialysate solutions, and equipment for an inpatient undergoing any form of CRRT. Minimum one visit per day.	\$TBD (per visit)

**EXHIBIT D**  
**UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA**  
**ADMINISTRATIVE POLICY AND PROCEDURE MANUAL**

SUBJECT: Contracted Non Employees / Allied Health Non Credentialed / Dependent Allied Health / Temporary Staff / Third Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: <b>6/11</b> ; 1/08; 4/07; 10/01; 6/99	
POLICY #: I-66		
AFFECTS: Organization wide		

**PURPOSE:**

To assure that contractual agreements for the provision of services are consistent with the level of care defined by Hospital policy; and, to ensure the priority utilization of contracted services, staffing and equipment.

**POLICY:**

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

**TEMPORARY STAFFING:**

**Contractual Requirements**

Contractor must meet and adhere to all qualifications and standards established by Hospital policies and procedures;

The Joint Commission; and, all applicable regulatory and/or credentialing entities specific to services included in contract.

In the event a contractor contracts with an individual who is certified under the aegis of the Medical and Dental Staff Bylaws or Allied Health, the contract must provide contracted individuals applicable education, training, and licensure be appropriate for the assigned responsibilities. The contracted individual must fulfill orientation requirements consistent with other non-employee staff members.

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

### **Laboratory Services**

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

### **Healthcare Providers**

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

### **Clinical Care Services**

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

1. Written job description that indicates:
  - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
  - b. Required licensure, certification, or registration as applicable.
  - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services, and responsibilities.
2. Completed pre-employment drug screen and background check consistent with UMC's contracted background check protocol. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If a felony conviction exists, UMC's HR department will review and approve or deny the Allied Health Practitioner's access to UMC Campus. UMC will be given authorization to verify results online by contractor.
3. Physical examination or certification from a licensed physician stating good health.
4. Current (within the last 12 months) negative TB skin test or blood test, or for past positive individual's a sign and symptom review and Chest X-ray if any documented positive signs and symptoms.

5. For individuals exposed to Blood and body fluids; Hepatitis B series, a titer showing immunity or a signed declination statement if vaccine refused. UMC will provide form for declination as needed.
6. A history of chicken pox, a titer showing immunity, or proof of 2 varivax vaccinations.
7. Measles, mumps and rubella titers showing immunity, or proof of 2 MMR vaccines
8. Current Influenza and Tdap vaccine. Influenza vaccine required between October 1st and March 31<sup>st</sup>. Any staff with a medical reason for refusing a vaccination must sign declination.
9. 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. \Measles/Mumps/Rubella Immunizations or adequate titers. Chicken Pox status must be established by either a history of chicken pox, a serology showing positive antibodies or proof of varivax and other required testing. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide UMC authorization to audit these files upon request.
10. The contractor will complete a competency assessment of the individual (1) upon hire, (2) at the time initial service is provided, (3) when there is a change in either job performance or job requirements, and (4) on an annual basis.
  - a. Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, The Joint Commission, and all other applicable regulatory and/or credentialing entities with specific application to the service provided.
  - b. Competency assessments of allied health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
  - c. Competency assessments must include an objective, measurable system, and be used periodically to evaluate job performance, current competencies, and skills.
  - d. Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of HR.
  - e. The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual's:
    - i. Knowledge and ability required to perform the written job description;
    - ii. Ability to effectively and safely use equipment;
    - iii. Knowledge of infection control procedures;
    - iv. Knowledge of patient age-specific needs;
    - v. Knowledge of safety procedures; and
    - vi. Knowledge of emergency procedures.

11. 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.
12. Contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.
13. 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.
14. Contractor submits to Hospital for annual review:
  - a. The level of competence of the contractor's allied health providers that meets UMC standards; and
  - b. The patterns and trends relating to the contractor's use of allied health providers.
15. Contractor ensures that each allied health provider has acquired an identification badge from Hospital's Department of Human Resources before commencing services at Hospital's facilities; and, ensures badge is returned to HR upon termination of service.
16. Contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an allied health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. The supervising department will complete an exit review form and submit to HR for individual's personnel file.

**Non Clinical Short Term Temporary Personnel**

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

**EQUIPMENT:**

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

1. All equipment brought into UMC is required to meet the following criteria:
  - a. Electrical safety check which meets the requirements of Hospital's Clinical Engineering Department.
  - b. Established schedule for ongoing monitoring and evaluation of equipment submitted to Hospital's Clinical Engineering Department.
  - c. Monitoring and evaluation will include:
    - i. Preventive maintenance;

- ii. Identification and recordation of equipment management problems;
    - iii. Identification and recordation of equipment failures; and
    - iv. Identification and recordation of user errors and abuse.
  - d. Results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's Department of Clinical Engineering.
2. Documentation on each contractor providing medical equipment to assure users of equipment are able to demonstrate or describe:
- a. Capabilities, limitations, and special applications of the equipment;
  - b. Operating and safety procedures for equipment use;
  - c. Emergency procedures in the event of equipment failure; and
  - d. Processes for reporting equipment management problems, failures and user errors.
3. Documentation on each contractor providing medical equipment to assure technicians maintaining and/or repairing the equipment can demonstrate or describe:
- a. Knowledge and skills necessary to perform maintenance responsibilities; and
  - b. Processes for reporting equipment management problems, failures and user errors.

**MONITORING:**

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

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

**Process for Allied Health Provider working at UMC Hospital Campus**

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

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

**Non-Employee Orientation – Provided by the Employee Education Department**

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

**Contractor Personnel Performance Guidelines**

1. Arrive at assigned duty station at the start of shift. Tardiness will be documented on evaluation.

2. Complete UMC incident reports and/or medication error reports when appropriate using the PSN. The Contractual individual is to report to the Director of their employer all incidents and medication errors for which they are responsible. UMC will not assume this responsibility. UMC agrees to notify Agency when an employee(s) is known to have been exposed to any communicable diseases.

**Agency Personnel Assignment Guidelines**

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

## **EXHIBIT E**

### **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](mailto: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 F**

### **Discharge Services**

1. Provider shall provide Member who are registered nurses, social workers or other qualified personnel to provide the following Discharge Services (“Discharge Services”):
  - Assist Hospital with the education of patients on outpatient clinic placement.
  - Assist Hospital with the education of patients on insurance issues necessary to obtain outpatient dialysis services.
  - Assist Hospital in checking the availability of outpatient dialysis facilities within a designated geographic area, confirming final outpatient placement with patients and dialysis facilities, and facilitating the transfer of necessary medical records.
  - Counsel patients and their family members regarding post-discharge dialysis services.
2. Provider Member shall make available to Hospital, patients and their families or other interested persons a list of all available Medicare-participating dialysis facilities within a geographic area requested by the patient or his/her family members. Dialysis facilities may request to be listed as available. The list shall be presented either in order of geographic proximity to the patient, or alphabetically. Provider Member shall disclose to patients and their family members or other interested persons Provider’s direct or indirect ownership of more than 5% of any of the dialysis facilities listed as available. Provider shall not attempt to influence patients’ choice of dialysis facilities.
3. Provider Member shall inform patient of his/her choice of available dialysis facilities and, where possible, shall respect and honor a patient’s choice of dialysis facility and shall implement the discharge plan pursuant to that choice.
4. Provider Member shall document that the patient was informed of his/her choice of dialysis facilities, informed of Provider’s ownership interest in any available facilities and presented with a list of available dialysis facilities.
5. Provider Member shall attend all Hospital discharge plan meetings, quality assurance programs or other activities related to discharge planning for patients who require on-going dialysis services.
6. Provider Member shall work with Hospital discharge planning personnel to ensure that the Hospital maintains supervision over the Discharge Services furnished by Provider.
7. Provider Member shall not provide any discharge planning services to Hospital relating to patients who do not require on-going dialysis services following discharge, except to the extent that such patients are evaluated for required post-discharge dialysis services but who are determined through that discharge evaluation not to require post-discharge dialysis services.
8. Provider shall document the options presented to the patients in accordance with the established hospital guidelines.”
  - a. All capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement.
  - b. In all other respects, the parties do hereby ratify and reaffirm the provisions of the Agreement, which shall continue in full force and effect, except as amended hereby.

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

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

**Non-Profit Organization (NPO)** - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

**Business Designation Group** – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), or Physically-Challenged Business Enterprise (PBE). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

**Minority Owned Business Enterprise (MBE):**

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

**Women Owned Business Enterprise (WBE):**

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

**Physically-Challenged Business Enterprise (PBE):**

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

**Small Business Enterprise (SBE):**

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

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

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

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

**Number of Clark County Nevada Residents employed by this firm.**

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

**For All Contracts – (Not required for publicly-traded corporations)**

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

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

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, University Medical Center of Southern Nevada, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean).

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

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

**Disclosure of Relationship Form** – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

## DISCLOSURE OF OWNERSHIP/PRINCIPALS

<b>Business Entity Type</b>						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
<b>Business Designation Group</b>						
<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	
<b>Corporate/Business Entity Name:</b>						
<b>(Include d.b.a., if applicable)</b>						
<b>Street Address:</b>			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>POC Name and Email:</b>			
<b>Telephone No:</b>			<b>Fax No:</b>			
<b>Local Street Address:</b>			<b>Website:</b>			
<b>City, State and Zip Code:</b>			<b>Local Fax No:</b>			
<b>Local Telephone No:</b>			<b>Local POC Name Email:</b>			
<b>Number of Clark County Nevada Residents Employed:</b>						

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

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

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

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

***This section is not required for publicly-traded corporations.***

- Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes       No      (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)
- Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?  
 Yes       No      (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

## DISCLOSURE OF RELATIONSHIP

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

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

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

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

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

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

***For County Use Only:***

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

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

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

Notes/Comments:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name  
Authorized Department Representative

**INSTRUCTIONS FOR COMPLETING THE  
DISCLOSURE OF RELATIONSHIP  
(Physician Services Contracts)**

**Purpose of the Form**

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

**General Instructions**

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

**Detailed Instructions**

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

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

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

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

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

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

**Policy**

It is the policy of University Medical Center of Southern Nevada (UMC) Medical Staff that all staff members granted membership and/or privileges including those providing contracted services to the organization shall act in good faith to fulfill their responsibilities. In order to achieve this goal, all staff members and practitioners shall voluntarily fully and openly disclose any actual or potential conflict of interest at the time they arise in the course of providing or directing patient care, conducting the affairs of the organization, or providing services to the organization.

**Definition**

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

**Key Definitions**

“**Material financial interest**” means

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

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

“**Ownership**” includes ownership through sole proprietorships, stock, stock options, partnership or limited partnership shares, and limited liability company memberships.

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

## DISCLOSURE OF RELATIONSHIP (Physician Service Contracts)

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

3. **OWNERSHIP** - Do you (or does a family member) have an ownership interest in any company that provides goods or services to the Hospital, or otherwise does business with the Hospital?

Yes     No    (If yes, complete following.)

Name of Person (self or family member)	Name of Company	Percent of Ownership	Type of Services Provided by the Company
1.			
2.			
3.			

*(Use additional sheets as necessary)*

1. **COMPENSATION ARRANGEMENTS** - Do you (or does a family member) have an employment, consulting or other financial arrangement (including, without limitation, an office or space lease, royalty or licensing agreement, or sponsored research agreement) with a company that provides goods and services to the Hospital or otherwise does business with the Hospital?

Yes     No    (If yes, complete following.)

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

*(Use additional sheets as necessary)*

2. **BUSINESS POSITIONS** - Are you (or is a family member) an officer, director, trustee, managing partner, officer or key employee of a company that provides goods and services to the Hospital or otherwise does business with the Hospital?

Yes     No    (If yes, complete following.)

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

*(Use additional sheets as necessary)*

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date