

**University Medical Center
Of
Southern Nevada**

**Request for Proposal
2014-04
OB Anesthesia Services**

**RFP
2014-04**

University Medical Center Of Southern Nevada

CONFIRMATION FORM
for
RECEIPT OF RFP NO. 2014-04
OB Anesthesia Services

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

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

VENDOR ACKNOWLEDGES RECEIVING THE FOLLOWING RFP DOCUMENT:

PROJECT NO. RFP NO. 2014-04

DESCRIPTION: OB Anesthesia 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) 383-2609
Or EMAIL TO: robert.maher@umcsn.com
TYPE or PRINT CLEARLY

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA

REQUEST FOR PROPOSAL
RFP NO. 2014-04
OB Anesthesia Services

University Medical Center is soliciting proposals for OB Anesthesia Services.

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 robert.maher@umcsn.com specifying project number and description. Be sure to include company address, phone and fax numbers, email address or call (702) 207-8846.
- 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, **April 10, 2014** at 2:00:00 p.m., based on the time clock at the UMC Materials Management office. Proposals are time-stamped upon receipt.

PUBLISHED:
Las Vegas Review Journal
March 9, 2014

GENERAL CONDITIONS
RFP NO. 2014-04
OB Anesthesia Services

1. TERMS

The term "OWNER," as used throughout this document will mean University Medical Center of Southern Nevada. The term "GB" as used throughout this document will mean the Governing Board 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

The OWNER is soliciting proposals for OB Anesthesia Services.

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 provide OB Anesthesia Services.

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

The OWNER's representative will be Rob Maher, telephone number (702) 207-8846. 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 Rob Maher, Contracts Management, and telephone number (702) 207-8846.

5. CONTACT WITH OWNER DURING RFP PROCESS

Communication between a PROPOSER and a member of the GB 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	March 9, 2014
Final Date to Submit Questions	March 17, 2014
Last Day for Addendums	March 24, 2014
RFP Responses Due (2:00 pm)	April 10, 2014
RFP Evaluations	April 2014
Finalists Selection	April 2014
Finalists Oral Presentations (if required)	April / May 2014
Final Selection & Contract Negotiations	May / June 2014
Award & Approval of the Final Contract	June / July 2014
Contract Begin	August 1, 2014

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 the 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. The 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 the OWNER deems best suited to fulfill the requirements of the RFP. The 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. The OWNER reserves the right to make a multiple award if it is in the best interest of the 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 a 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 GB for approval.

8. SUBMITTAL REQUIREMENTS

The proposal submitted should not exceed 50 pages, single sided. 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 19. The ideal proposal will be 3-hole punched and bound with a binder clip. Binders or spiral binding is neither 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.

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

RFP No. 2014-04
OB Anesthesia Services

U.S. Mail Delivery

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

RFP No. 2014-04
OB Anesthesia Services

Express Delivery (Preferred)

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

RFP No. 2014-04
OB Anesthesia Services

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

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

9. WITHDRAWAL OF PROPOSAL

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

No proposal may be withdrawn for a period of 90 calendar days after the date of proposal opening. All proposals received are considered firm offers during this period. The 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 the 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 the Purchasing Analyst. 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 the Purchasing Analyst.

14. PUBLIC RECORDS

The 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 the OWNER's records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. However, in accordance with NRS 332.061(2), a proposal that requires negotiation or evaluation by the 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 the 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 GB 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 the 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, the 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 the 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 the 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 the OWNER if the 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 the 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 contract will be sent to the provider that has been selected as the best choice for the OWNER. Any proposed modifications to the terms and conditions of the Standard Contract will be 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, 3rd Floor, Las Vegas, NV or you can reach them via telephone at (702) 455-4253 or toll free at (800) 328-4813.

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

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 the names of all physicians associated with your organization.
4. List the names, specialties and locations of all physicians who will be providing services under this agreement. Include a copy of their standard and specialized certifications and state license.
5. Provide Curriculum Vitae for each such physician. Include current activity at University Medical Center beyond staff privileges, i.e. committee memberships, teaching, etc. Include membership in national organizations and committee membership on the national level. This can be abbreviated CV.
6. List teaching experience.
7. List all actions required to be reported pursuant to NRS 630.3067 or NRS 633.526 within the last ten (10) years.
8. List any other factor known to PROPOSER that could materially impair the ability of PROPOSER to carry out its duties and obligations under this Agreement or that could materially affect Owner's decision.
9. List all medical facilities for which any of the physicians listed in sections 3 or 4 hold a medical staff position or department directorship.
10. All firms may indicate if they are a minority-owned business, women-owned business, physically-challenged business, small business, or a Nevada business enterprise.
11. State the total number of physicians in terms of Full Time Equivalent (FTE's) who will be devoted to the provision of services under this Agreement.
12. 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
13. Disclose any potential conflict of interest between your company and any sales agent of products sold to UMC.
14. 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 in OB Anesthesia Services.
2. Detail your organization's experience working with other large Medical Centers and/or Healthcare Systems.
3. List your organization's capabilities to manage costs and success at passing on these efficiencies to your clients.
4. Provide a list of four (4) references with contact information, including email addresses.

C. Services Management

Proposal shall submit a Provider's Statement of Work that will describe in detail how they plan to provide OB Anesthesia services according to the specifications, standards, and expectations listed in Exhibit A. Among the items in Exhibit A the Provider's Statement of Work shall also consider the following questions.

1. How would your organization service UMC? What methods of communication would your company propose?
2. What is your organization's implementation plan for providing OB Anesthesia Services under this agreement?
3. Please describe how your organization measures and reports client satisfaction and service success. How can clients make comments on your organization's service?
4. Describe how you would ensure 24/7/365 coverage for OB Anesthesia Services.
5. How do you balance physician preference items with supply cost saving initiatives?
6. Explain how would you adhere to core measurement requirements?
7. Describe how would you adhere to surgical requirements such as time-outs, pre-op and post-op assessments?
8. Provide and explain a matrix that is typical in assessing the performance of OB Anesthesia Services.
9. What is the most critical characteristic of OB Anesthesia Services that makes him/her successful?

The Provider's Statement of Work may be included in the resulting contract if selected.

D. Medical Provider Fee Proposal

Provider shall submit a compensation proposal that fits within the IRS and Medicare Fair Market Value (FMV) guidelines. The proposal may consist of either a direct bill or cash compensations. Under direct bill, providers shall only bill patients for their services. Under cash compensation, providers shall submit a detailed fee analysis that consists of the following but not all inclusive; estimated productivity schedule (based upon work Related Value Units (wRVU)), projected time sheets, demonstrated work effort, commercial reasonableness, and value adds.

"All Contracts to be awarded under this FFP will be in compliance with all Federal and State regulations regarding "reasonable compensation".

E. Other

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

Exhibit A

Specifications, Standards, and Expectations

Overview:

UMCSN is looking for a provider group to provide OB Anesthesia services on a 24/7/365 basis.

UMC Volumes:

L&D Numbers - 2013					
Total Deliveries	C/S	Epidurals	Del Between 0700 - 1500	Del Between 1500 - 2300	Del Between 2300 - 0700
3383	1011	1756	1280	1112	991

L&D Numbers - Jan - Feb, 2014					
Total Deliveries	C/S	Epidurals	Del Between 0700 - 1500	Del Between 1500 - 2300	Del Between 2300 - 0700
500	149	250	214	141	145

	CY12	CY13		CY12	CY13	
Financial Class	Accounts	Accounts	Difference	Payor Mix %	Payor Mix %	Difference
C1-HMO Plans	44	44	0	1.15%	1.22%	0.08%
C2-PPO Plans	92	88	(4)	2.40%	2.45%	0.05%
C3-IPA Plans	0	1	1	0.00%	0.03%	0.03%
C4-Self Funded Plans	76	67	(9)	1.98%	1.86%	-0.12%
C-Commercial Insurance	8	8	0	0.21%	0.22%	0.01%
G-Governmental	36	20	(16)	0.94%	0.56%	-0.38%
K1-Medicaid Managed Care	687	665	(22)	17.89%	18.48%	0.59%
K2-Medicaid Pending	25	647	622	0.65%	17.98%	17.33%
K-Medicaid	2188	1655	(533)	56.98%	46.00%	-10.98%
M1-Medicare HMO/Mgd Care	14	0	(14)	0.36%	0.00%	-0.36%
M-Medicare	30	8	(22)	0.78%	0.22%	-0.56%
S-Self Pay	640	395	(245)	16.67%	10.98%	-5.69%
Grand Total	3840	3598	(242)	100.00%	100.00%	

Certifications / Licenses:

All providers shall be:

- Certified by the American Board of Anesthesiology (ABA)
- Licensed to practice in Nevada
- Education/certifications specific to OB anesthesia.
- Ensure and show proof of continuous learning (CL) within the field. Each provider shall obtain 100 CL hours every two (2) years.

Standards of Performance:

- Adhere to Joint Commissions, CMS, and UMCSN's standards of practice.
- Adhere to UMCSN's Code of Conduct and Medical By-laws.
- Provider shall check in and out with the charge nurse on duty, to include shift changes and breaks. When leaving unit and will utilize UMC process for check out/in
- Adhere to UMCSN electronic charting processes
- Adhere to pharmacy standards and policies.
- Continuous improvement of HCAP scores
- Conduct peer reviews on a monthly basis.

Expectations:

- Meet or exceed Joint Commissions, CMS, and UMCSN's standards of practice.
- Correct any Joint Commission findings or write-ups with five (5) calendar days.
- Maintain UMCSN's Code of Conduct
- Ensure the charge nurse is aware of the Provider's location at all times while on duty.
- Fill out each patients chart per UMCSN's designated standard
- Maintain pharmacy carts to UMCSN's standards and policies.
- To show progression in the improvement of customer service and follow-up care.
- To submit peer reviews on a monthly basis, tracking best practices and poor performance. Poor performance shall show remedial action. UMCSN may ask a provider to be replaced if a significant trend of poor performance is identified.

Specialty Specific:

- On-site provider shall be available within five (5) minutes and ready to administer services.
- Back-up providers shall be able to respond to cases within thirty (30) minutes.
- Adhere to ACOG's standards and practice recommendations.

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 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 compliance.officer@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.

INSURANCE REQUIREMENTS

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

1. **Format/Time:** The PROPOSER shall provide Owner with Certificates of Insurance, per the sample format (page B-3), for coverages as listed below, and endorsements affecting coverage required by this Contract within **10 calendar days** after the award by the Owner. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance, and shall be maintained for the duration of the Contract and any renewal periods.
2. **Best Key Rating:** The Owner requires insurance carriers to maintain during the contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
3. **Owner Coverage:** The Owner, its officers and employees must be expressly covered as additional insureds except on workers' compensation and professional liability insurance coverages. The PROPOSER's insurance shall be primary as respects the Owner, its officers and employees.
4. **Endorsement/Cancellation:** The PROPOSER's general liability insurance policy shall be endorsed to recognize specifically the PROPOSER's contractual obligation of additional insured to Owner and must note that the Owner will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits.
5. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000.
6. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
7. **Commercial General Liability:** Subject to paragraph 6 of this Exhibit, the PROPOSER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury (including death), personal injury and property damages. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a Broad Form Comprehensive General Liability (including a Broad Form CGL endorsement) insurance form.
8. **Automobile Liability:** Subject to paragraph 6 of this Exhibit, the PROPOSER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROPOSER and any auto used for the performance of services under this Contract.
9. **Professional Liability:** The PROPOSER shall maintain limits of no less than \$1,000,000 aggregate. If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of this Contract. Any retroactive date must coincide with or predate the beginning of this and may not be advanced without the consent of the Owner.
10. **Workers' Compensation:** The PROPOSER shall obtain and maintain for the duration of this contract, a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the State of Nevada, in accordance with Nevada Revised Statutes Chapters 616A-616D, inclusive, provided, however, a PROPOSER that is a Sole Proprietor shall be required to submit an affidavit (Exhibit D) indicating that the PROPOSER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
11. **Failure To Maintain Coverage:** If the PROPOSER fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the PROPOSER to stop the work, declare the PROPOSER in breach, suspend or terminate the Contract, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. Owner may collect any replacement insurance costs or premium payments made from the PROPOSER or deduct the amount paid from any sums due the PROPOSER under this Contract.
12. **Additional Insurance:** The PROPOSER is encouraged to purchase any such additional insurance as it deems necessary.

Exhibit C
Insurance Requirements

RFP No. 2014-04
Pediatric Critical Care Services

13. Damages: The PROPOSER is required to remedy all injuries to persons and damage or loss to any property of Owner, caused in whole or in part by the PROPOSER, their subcontractors or anyone employed, directed or supervised by PROPOSER.
 14. Cost: The PROPOSER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).
 15. Insurance Submittal Address: All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the Submittal Requirements Clause in the RFP package for the appropriate mailing address.
 16. Insurance Form Instructions: The following information must be filled in by the PROPOSER's Insurance Company representative:
 - 1) Insurance Broker's name, complete address, phone and fax numbers.
 - 2) PROPOSER's name, complete address, phone and fax numbers.
 - 3) Insurance Company's Best Key Rating
 - 4) Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) General Aggregate (\$2,000,000)
 - (E) Products-Completed Operations Aggregate (\$2,000,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) Each Occurrence (\$1,000,000)
 - (H) Fire Damage (\$50,000)
 - (I) Medical Expenses (\$5,000)
 - 5) Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
 - 6) Worker's Compensation
 - 7) Description: RFP Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 - 8) Certificate Holder:

University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, Nevada 89102
- THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.**
- 9) Appointed Agent Signature to include license number and issuing state.

CERTIFICATE OF INSURANCE

ISSUED DAY (MM/DD/YY)

PRODUCER

1. **INSURANCE BROKER'S NAME, ADDRESS, CONTACT NAME, PHONE & FAX NUMBERS**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE	3. BEST'S RATING
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COMPANY LETTER A	COMPANY'S	
-------------------------	-----------	--

INSURED

2. **SUCCESSFUL BIDDER'S NAME, ADDRESS, PHONE & FAX NUMBERS**

COMPANY LETTER B	BEST KEY	
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COMPANY LETTER C	RATING	
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COMPANY LETTER D		
-------------------------	--	--

COMPANY LETTER E		
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COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
4.	GENERAL LIABILITY	(A)	(B)	(C)	GENERAL AGGREGATE	\$ (D) 2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG.	\$ (E) 2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY	\$ (F) 1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$ (G) 1,000,000
	<input type="checkbox"/> UNDERGROUND EXPLOSION & COLLAPSE				FIRE DAMAGE (Any one fire)	\$ (H) 50,000
	<input type="checkbox"/> INDEPENDENT CONTRACTOR				MED. EXPENSE (Any one person)	\$ (I) 5,000
	5.	AUTOMOBILE LIABILITY	(J)	(K)	(L)	COMBINED SINGLE LIMIT
<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	\$
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM					
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS	
					EACH ACCIDENT	\$
					DISEASE POLICY LIMIT	\$
	OTHER Professional Liability				DISEASE EACH EMPLOYEE	\$
					AGGREGATE	\$ 1,000,000

7. **DESCRIPTION OF CONTRACT: NUMBER AND NAME OF CONTRACT**

8. **CERTIFICATE HOLDER**

University Medical Center of Southern Nevada
1800 West Charleston Boulevard
Las Vegas, NV 89102

The Certificate Holder is named as an additional insured.

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT,

9. **APPOINTED AGENT SIGNATURE**
INSURER LICENSE NUMBER _____
ISSUED BY STATE OF _____

AFFIDAVIT
(for sole proprietors only)

I, _____, on behalf of my company, _____, being
(Name of Sole Proprietor) (Legal Name of Company)

duly sworn, depose and declare:

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

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

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____
_____ (name of person making statement).

Notary Signature

STAMP AND SEAL

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

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners (“GB”) in determining whether members of the GB 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 GB to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

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

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

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

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

Minority Owned Business Enterprise (MBE):

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

Women Owned Business Enterprise (WBE):

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

Physically-Challenged Business Enterprise (PBE):

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

Small Business Enterprise (SBE):

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

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

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

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

Number of Clark County Nevada Residents employed by this firm.

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

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

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

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

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

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

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

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

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type						
<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
Business Designation Group						
<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	
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:			Website:			
City, State and Zip Code:			POC Name and Email:			
Telephone No:			Fax No:			
Local Street Address:			Website:			
City, State and Zip Code:			Local Fax No:			
Local Telephone No:			Local POC Name Email:			
Number of Clark County Nevada Residents Employed:						

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

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

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

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

This section is not required for publicly-traded corporations.

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, University Medical Center, Department of Aviation, or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

 Yes No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, 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)

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

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

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
ADMINISTRATIVE POLICY AND PROCEDURE MANUAL

SUBJECT: Temporary Staffing/Third-Party Equipment		ADMINISTRATIVE APPROVAL:
EFFECTIVE: 9/96	REVISED: 6/99, 10/01, 4/07, 1/08	
POLICY #: I-66		
AFFECTS: Organization wide		

PURPOSE:

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

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

POLICY:

1. All entities providing UMC with personnel for temporary staffing must have a written contract that contains the terms and conditions required by this policy.
2. All equipment provided and used by outside entities must meet the safety requirements required by this policy.
3. Contracts will be developed collaboratively by the department(s) directly impacted, the service agency and the hospital Contract Management Department.
4. Contracts directly related to patient care must be reviewed and evaluated by the Medical Executive Committee to ensure clinical competency.
5. The contract must be approved by the Chief Executive Officer prior to the commencement of services.

TEMPORARY STAFFING:

Contractual Requirements

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

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

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

Laboratory Services

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

Healthcare Providers

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

Clinical Care Services

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

1. The contractor maintains a written job description that indicates:
 - a. Required education and training consistent with applicable legal and regulatory requirements and Hospital policy.
 - b. Required licensure, certification, or registration, as applicable.
 - c. Required knowledge and/or experience appropriate to perform the defined scope of practice, services, and responsibilities.
2. The contractor has completed a pre-employment drug screen and a background check with UMC's contracted background check Vendor. Testing should include HHS Office of Inspector General (OIG), Excluded party list system (EPLS), sanction checks and criminal background. If there is a felony conviction found during the background check, UMC's HR department will review and approve or deny the Allied Health Practitioner access to the UMC Campus. University Medical Center will be given authorization to verify results on line by the contractor.
3. Double TB Skin Testing of the individual and, for individuals in Exposure Categories I and II, has offered the individual the option of receiving Hepatitis B vaccine or a signed declination if refused. Chicken Pox status must be established by either a history of chicken pox, a serology showing positive antibodies or proof of varivax and other required testing. Ensure these records are maintained and kept current at the agency and be made available upon request. Contractor will provide authorization to University Medical Center to audit these files upon request.
4. The contractor has completed a competency assessment of the individual, which is performed upon hire, at the time initial service is provided, when there is a change in either job performance or job requirements, and on an annual basis.
 - Competency assessments of allied health providers must clearly establish that the individual meets all qualifications and standards established by Hospital policies and procedures, by The Joint Commission and by all other applicable regulatory and/or credentialing entities with specific application to the service involved in the contract.
 - Competency assessments of allied health providers must clearly address the ages of the patients served by the individual and the degree of success the individual achieves in producing the results expected from clinical interventions.
 - Competency assessments must include an objective, measurable system and be used periodically to evaluate job performance, current competencies, and skills.
 - Competency assessments must be performed annually, allow for Hospital input and be submitted to Hospital's Department of Human Resources.

- The competency assessment will include a competency checklist for each allied health provider position, which at a minimum addresses the individual's:
 - a. Knowledge and ability required to perform the written job description;
 - b. Ability to effectively and safely use equipment;
 - c. Knowledge of infection control procedures;
 - d. Knowledge of patient age-specific needs;
 - e. Knowledge of safety procedures; and
 - f. Knowledge of emergency procedures.
- 5. The contractor has conducted an orientation process to familiarize allied health providers with their jobs and with their work environment before beginning patient care or other activities at UMC inclusive of safety and infection control. The orientation process must also assess each individual's ability to fulfill the specific job responsibilities set forth in the written job description.
- 6. The contractor periodically reviews the individual's abilities to carry out job responsibilities, especially when introducing new procedures, techniques, technology, and/or equipment.
- 7. The contractor has developed and furnishes ongoing in-service and other education and training programs appropriate to patient age groups served by Hospital and defined within the scope of services provided by the contractor's contract.
- 8. The contractor submits to Hospital for annual review:
 - a. The level of competence of the contractor's allied health providers;
 - b. The patterns and trends relating to the contractor's use of allied health providers; and
- 9. The contractor ensures that each allied health provider has acquired an identification badge from Hospital's Department of Human Resources before commencing services at Hospital's facilities. The contractor also ensures that the badge is returned to HR upon termination of service at the Hospital.
- 10. The contract requires the contractor, upon Hospital's request, to discontinue the employment at Hospital's facilities of an allied health provider whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships with Hospital staff, whose conduct may have a detrimental effect on patients, or who fails to adhere to Hospital's existing policies and procedures. The supervising department will complete an exit review form and submit to Human Resources for the individual's personnel file.

EQUIPMENT

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

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

1. All equipment must have an electrical safety check which meets the requirements of Hospital's Clinical Engineering Department.
2. A schedule for ongoing monitoring and evaluation of the equipment must be established and submitted to Hospital's Clinical Engineering Department.
3. Monitoring and evaluation will include:
 - a. Preventive maintenance;
 - b. Identification and recordation of equipment management problems;

- c. Identification and recordation of equipment failures; and
 - d. Identification and recordation of user errors and abuse.
4. The results of monitoring and evaluation shall be recorded as performed and submitted to Hospital's Department of Clinical Engineering.

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

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

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

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

MONITORING:

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

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

Process for Allied Health Provider working at UMC Hospital Campus

- A. All Allied Health Provider personnel from outside contractors monitored by Human Resources (Non-credentialed/licensed) working at UMC will have the following documentation on file in Department of Human Resources:
 - Copy of the contract
 - Copy of the Contractor's liability insurance
 - Job description and resume
 - Copy of current Driver's License **OR** One 2x2 photo taken within 2 years
 - Specialty certifications, Basic Life Support (BLS), Advanced Cardiac Life Support (ACLS), etc.
 - Current license verification/primary source verifications
 - Specialty Certifications
 - Competency Statement/Skills Checklist (Contractor's and UMC's)
 - Annual Performance Evaluations
 - UMC Department Specific Orientation
 - Attestation form/letter from Contractor completed for medical clearances
 - Director/Manager approval sign off
 - Completion of Non-Employee specific orientation, RN orientation
- B. Following documents can be maintained at the Contractor's Office:
 - Medical Information to include: History and Physical (H&P), Annual Tuberculosis (TB)/health clearance test or Chest X-Ray, Immunizations, Hepatitis B Series or waiver Chicken Pox questionnaire, Health Card, Drug tests results and other pertinent health clearance records as required. The results of these tests can be noted on a one page medical attestation form provided by University Medical Center.

- Attestation form must be signed by the employee and the contractor. The form can be utilized to update information as renewals or new tests. The form must be provided to the Hospital each time a new employee is assigned to UMC. Once the above criteria are met, the individual will be approved to Orientation, receive identification badge and IS security.
- Any and all peer references and other clearance verification paperwork must be maintained in the contractor's office and be available upon request.

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

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

Performance Guidelines

All Contractor personnel:

- Will arrive at their assigned duty station at the start of the shift. Tardiness will be documented on evaluation.
- Will complete UMC incident reports and/or medication error reports when appropriate using the PSN. The 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 the Agency when their employees are known to have been exposed to any communicable diseases.

Assignment Guidelines

All agency personnel:

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