

UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA
RFP No. 2015-04
Prosthetic, Orthotic and Halo Services

August 13, 2015

ADDENDUM NO. 1

QUESTIONS / ANSWERS

Q.1 Is its Owner's primary interest to select/contract with single source provider?

A.1 The desire is to provide our patients with the required orthosis/prosthetics or garments that meet the patient needs in a timely fashion. If a single provider can accomplish this then that is desirable. Volume discounts would be expected and cooperation with fitting/readjustments required.

Q.2 If selecting multiple providers, what will be the maximum quantity?

A.2 Multiple providers would only be selected in the event that a single provider is deemed unable to provide the scope of the required product in a timely fashion.

Q.3 Could multiple providers be selected based on providing only a selected service specialty or are providers assured of a mix of business outlined in Exhibit A, Section 1.5?

A.3 UMC would prefer multiple providers only when a primary provider is unable or does not have the requested item; or in the instance that the primary provider is unable to meet requirements for fitting with nursing/therapy.

Secondary issue is the lack of "customization" for off-loading devices (shoes, etc.) for diabetic/traumatic foot disorders. Off loading shoes provided are acceptable; however no customization is currently being provided in collaboration with therapy, nursing or advanced practice nurse.

Q.4 Is this RFP open to device specific providers, such as only providing Burn Garment Providers or is there already a burn garment specialty provider contracted and currently providing this specialty?

A.4 No burn garment providers currently are on contract. This is an area of need and one which must be coordinated with nursing and therapy as well as the overseeing burn surgeon.

Q.5 Please provide % breakdown of UMC's inpatient business mix (% Medicare, % Medicaid, % HMO, % PPO, % Work Comp, % Indigent, % private pay, etc.)

A.5

Medicare	21%
Medicaid	37%
Managed Care (PPO, HMO)	23%
Government	5%
Self-pay	14%

Q.6 Please provide UMC's total Orthotic & Prosthetic spend over the past two years (2012-2013 & 2013-2014).

A.6 UMC declines to answer.

Q.7 RFP page 10, Exhibit A, Section 1.4.e: Clarify who is authorized to sign acknowledgement of receipt of services. Is it the Hospital staff on Patient Floor or a specific person in the Department?

A.7 Hospital Staff from Physical Occupational or Speech Therapy; or an Advanced Practice Nurse, or as appropriate will sign-off on Invoices acknowledging receipt of service(s).

- Q.8 RFP page 11, Exhibit A, Section 1.4.h: Clarify if Provider’s materials distribution by Hospital pertains to a select number of patients of a certain diagnosis or to a much wider patient audience.**
A.8 Specific patient population – burn, trauma, ICU
- Q.9 RFP page 12, Exhibit A, Section 1.6.a: Clarify if initial response time to nursing unit of two (2) hours means physically at the Hospital to evaluate patient or a telephonic response to indicate estimated time of arrival.**
A.9 Physically at the Hospital.
- Q.10 RFP page 17, Exhibit A, Section 2.3.c: Does this section mean Provider may not charge/receive reimbursement for any stump shrinkers (L8440, L8460 or L8465) provided to inpatients upon the Hospital’s request?**
A.10 Neither party can bill for Stump Shrinker prosthetic evaluation and/or patient education for post operative procedures due to service is bundled into the primary procedure; to an insurance company or patient.
- Q.11 RFP page 17, Exhibit A, Section 2.3.e: Does this section mean the Provider may not charge/receive reimbursement for the halo pad change (code L0861) provided to inpatients upon the Hospital’s request?**
A.11 For inpatient services on halo pad change, Provider will directly bill patient.
- Q.12 RFP page 17, Exhibit A, Section 2.6 lines 2 & 3: Does this section mean if the Hospital deems a service medically necessary, the Provider delivers the service and bills 3rd party for payment but payment is denied by 3rd party payor, the Hospital won’t cover payment of the services ordered by the Hospital? What if the Provider doesn’t have a direct contract with a patient’s specific 3rd party payer?**
A.12 Provider should have access/contract with respective third party payers. Hospital will not be the payor of last resort if Provider does not have an agreement with such insurance of patient.

EXHIBIT A – AGREEMENT FOR PROFESSIONAL SERVICES

Please refer to the updated Exhibit A attached herein. Specifically, updated Section 2.2 and Attachment C.

TENTATIVE DATES AND SCHEDULE

RFP Responses Due (2:00 p.m. PST)	September 9, 2015
RFP Evaluations	September – October 2015
Finalists Selection	October 2015
Finalists Oral Presentations (if required)	October – November 2015
Final Selection & Contract Negotiations	November – December 2015
Award & Approval of the Final Contract	December 2015 – January 2016

The new RFP due date is **Wednesday, September 9, 2015 at 2:00:00 P.M.** Should you have any questions, please contact me at (702) 383-2423 or via email at Kristine.sy@umcsn.com.

Issued by:

Kristine Sy
Sr. Management Analyst - Contracts
UMC

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement, made and entered into this ____ day of _____, 2015, by and between **University Medical Center of Southern Nevada**, a publicly owned and operated hospital created by virtue of Chapter 450 of the Nevada Revised Statutes (hereinafter referred to as "Hospital") and **//NAME//**, a professional corporation, engaged in providing prosthetic, orthotic and halo services and existing under and by virtue of the laws of the State of Nevada, with its principal place of business at **//ADDRESS//** (hereinafter referred to as "Provider").

WHEREAS, Hospital's patients are in need of prosthetic, orthotic and halo services;

WHEREAS, Provider has the necessary expertise to provide such Services and desires to contract for and provide said professional services to Hospital; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the operation of Services at 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. PROVIDER'S OBLIGATIONS

1.1 Coverage. Provider hereby agrees to perform the following services as requested by Hospital and in a manner reasonably satisfactory to Hospital:

- a. Provider shall provide professional services in the best interests of Hospital's patients with all due diligence.
- b. Provider shall perform all work as may be necessary to complete this Agreement in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.
- c. Provider's response to RFP 2015-04 Prosthetic, Orthotic and Halo Services are hereby incorporated by reference into this Agreement. Unless otherwise stated in this Agreement, Provider and Hospital shall perform in accordance with the specifications set forth in RFP 2015-04.

1.2 Other Responsibilities.

- a. Contribute to a positive relationship among Hospital's Administration, Health Care Providers (RN's, ancillary providers), Hospital's Medical Staff and the community.
- b. Promote the growth and development of the Services in conjunction with Hospital with special emphasis on expanding diagnostic and therapeutic services.
- c. Recommend innovative changes directed toward improved patient services.

- d. Develop and implement guidelines, policies and procedures in accordance with recognized professional medical specialty standards and the requirements of local, state and national regulatory agencies and accrediting bodies.
- e. Represent the Services on Hospital's medical staff committees and at Hospital department meetings as the need arises.
- f. Assist Hospital in the appeal of any denial of payment of Hospital charges.

1.3 Standards of Performance.

- a. Provider promises to adhere to Hospital's established standards and policies for providing good patient care. In addition, Provider shall ensure that its staff shall also operate and conduct themselves in accordance with the standards and recommendations of The Joint Commission, all applicable, National Patient Safety Goals, the Bylaws, Rules and Regulations of the Hospital, and the CMS Conditions of Participation, as may then be in effect.
- b. Provider will participate in interdisciplinary decision making with Hospital's staff.
- c. Provider shall assist Hospital with improvement of customer satisfaction and performance ratings.
- d. Provider shall be one hundred percent (100%) compliant with all standards related to medical records.
- e. The parties will meet on a quarterly basis or as needed basis to review Provider's performance.

1.4 Scope of Work.

- a. Provider shall provide fixation, prosthetic and orthotic devices to Hospital's inpatients who are referred to Provider by Hospital.
- b. Provider will provide follow-up care six (6) months after discharge via telephone or letter to the patient. Provider will not be responsible for patients who reject follow-up care.
- c. Provider shall be required to maintain complete records on each patient and properly document the patient's medical chart as necessary.
- d. Provider shall have daily communication with Hospital's designated contact responsible for the particular service to be provided by Provider.
- e. Invoices need to be signed by responsible Hospital staff acknowledging receipt.
- f. Provider shall make patient rounds on a bi-weekly basis or as requested.

- g. Provider will contact and notify appropriate Hospital Rehabilitation Office Specialist, Physical Therapist or Occupational Therapist on fitting and delivery of device.
- h. When applicable and at no additional cost to Hospital, Provider will furnish educational materials for distribution by Hospital to patients.
- i. Provider will provide sufficient education to the patient and/or the patient's family to safely and effectively utilize the device(s) as well as furnishing written instructions.
- j. Provider shall provide in-service training to Hospital's staff.

1.5 Devices.

- a. Fixation Devices including, but not limited to, Spinal, Cervical, Thoracic, Lumbar, Sacral, Halo (MRI compatible); and
- b. Prosthetic and Orthotic Devices as follows:
 - 1. Foam and plastic cervical collars;
 - 2. Spinal orthoses;
 - 3. Scoliosis and spinal fracture girdles and body jackets;
 - 4. Lower extremity orthoses (excluding splinting);
 - 5. Upper extremity orthoses (excluding splinting);
 - 6. Fracture/joint support bracing;
 - 7. Lower extremity prosthetic appliances;
 - 8. Upper extremity prostheses; and
 - 9. Diabetic shoes
 - 10. Burn pressure garments
- c. When possible, fittings for braces shall be checked in both the standing and sitting position.
- d. The devices supplied pursuant to this Agreement must meet Medicaid/Medicare standards as outlined in the Medicare Region D Supplier Manual for Durable Medical Equipment, Prosthetics, Orthotics and Supplies. Halos shall be MRI compatible.

1.6 Time of Service.

- a. Initial Measuring Visit. Re-fit or Replacement – Response Time Requirement: Provider will respond to the nursing unit no later than two (2) hours following the placement of a telephonic order by Hospital's representative, twenty-four (24) hours-a-day, seven (7) days-a-week, including holidays.
- b. Delivery and Fitting – Response Time Requirement: Devices will be delivered and fitted within twenty-four (24) hours.
- c. Custom Devices – Response Time Requirement: Some prosthetic and orthotic devices may need to be customized. In these instances, custom devices will be delivered within a maximum of four (4) business days. Hospital realizes that under rare circumstances some custom devices may take longer than four (4) business days. Provider will notify Hospital when a device falls under these circumstances and will advise Hospital of an approximate delivery date. During the custom fitting of the device on the patient, a Hospital Physical Therapist/Occupational Therapist/Registered Nurse, as appropriate, must be present.
- d. Adjustments of Devices – Response Time Requirement: Devices will be adjusted as often as necessary to ensure proper fitting. The response time for adjustments to devices, if necessary, will be within four (4) hours of a telephonic request by Hospital's representative.
- e. Timeliness of Performance: Time is of the essence for both Hospital and Provider, and failure to meet the time periods specified in this Paragraph shall constitute a breach of contract.

1.7 Delivery of Service.

- a. Provider shall deliver medical services to Hospital inpatients at 1800 West Charleston Boulevard, Las Vegas, Nevada.
- b. At the request of Hospital, some medical services may require special arrangements with the patient for delivery of devices.

1.8 Qualifications of Provider. Provider must be certified by the American Board for Certification of Orthotics and Prosthetics (ABCOP) or the Board for Orthotist/ Prosthetist Certification (BOC).

1.9 Staff.

- a. 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. Allied Health Providers employed or utilized by Provider, if any, must apply for privileges and remain in good standing in accordance with the University Medical Center of Southern Nevada Allied Health Providers Manual.

- b. Certification: Provider shall employ experienced staff who possess ABCOP or BOC certification. Provider may employ staff who are certification eligible to assist certified practitioners in fitting or adjusting devices. If Provider employs certification eligible staff, Provider will ensure that the certification eligible staff are supervised at all times and are not allowed to work alone or independently with patients.
 - c. Continuing Education: On an annual basis, Provider will provide Hospital with evidence of completion of required continuing education credits, if applicable, for all staff.
 - d. Staff List: Provider shall provide a current list of staff including credentials with updates provided in the event of staffing changes.
 - e. Staff Contact: Provider shall provide Hospital with a twenty-four (24) hour-a-day, seven (7) day-a-week toll-free telephone number(s) or accept collect charges.
 - f. Reassignment: Hospital may require Provider to reassign staff whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within Hospital, whose conduct may have a detrimental effect on patients, or who does not adhere to the existing rules and regulations of Hospital. Provider shall resolve the issue(s) or reassign the staff member within ten (10) days of Hospital's request for reassignment.
 - g. 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's Policy #I-66, set forth in **Attachment D**, incorporated and made a part hereof by this reference.
- 1.10 Provider's Stock. Provider shall maintain sufficient stock to supply all products covered by this Agreement within the time periods specified in Paragraph 1.6.
- 1.11 Service and Inspection. Prior to delivery, the devices shall be completely tested and serviced by Provider. In the event deficiencies are detected, Provider will make the necessary repairs, adjustments or replacements. Devices will be labeled with the Provider's name, address and telephone number.
- 1.12 Damaged or Defective Devices. Provider shall replace damaged or defective devices within four (4) hours from notice by Hospital at no cost to Hospital, including freight and any and all other associated costs. Failure to do so will cause such device(s) to be procured from another supplier. If the product is procured from another supplier, Provider shall reimburse Hospital the costs incurred for the procurement of such device(s) from such other supplier.
- 1.13 Warranty.
- a. Unless otherwise provided in this Agreement, all materials and equipment incorporated into any work covered by this Agreement shall be new and of the

most suitable grade of their respective kinds for their intended use and all workmanship shall be in accordance with practices acceptable to Hospital. Unless otherwise provided in this Agreement, Provider warrants all equipment, materials and labor furnished or performed under this Agreement against defects in design, materials and workmanship for a period of ninety (90) days from and after final acceptance under this Agreement. Upon receipt of written notice from Hospital of any defect in any such equipment, materials or labor during the applicable warranty period, the affected item or parts thereof shall be redesigned, repaired or replaced by Provider in a time acceptable to Hospital. This warranty does not include any major adjustments or refitting of a device due to anatomical changes such as weight loss or gain or due to further surgery.

- b. Provider shall perform such tests as Hospital may require to verify that such redesign, repairs and replacements comply with the requirements of this Agreement. All costs incidental to such redesign, repair, replacement and testing, shall be borne by Provider. Provider warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of ninety (90) days from and after date of acceptance thereof.
- c. Should Provider fail to promptly make the necessary redesign, repair, replacement or tests, Hospital may perform or cause to be performed the same at Provider's expense. All devices shall be fitted to the best of Provider's ability.

1.14 Patent Indemnity.

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

1.15 Independent Contractor. Provider represents that it is fully experienced and properly qualified to perform the class of work provided for herein and that it is properly

licensed, equipped, organized and financed to fulfill the contract requirements. Provider shall act as an independent contractor and not as an agent of Hospital in performing this Agreement. Provider shall maintain complete control over its employees. Provider shall perform all work in accordance with its own methods subject to compliance with this Agreement.

1.16 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 (**Attachment F**). 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.

1.17 Professional Liability Insurance. Provider shall carry professional liability insurance on its officers and employees at its own expense in accordance with the minimums established by the Bylaws, Rules and Regulations of Hospital. Said insurance shall annually be certified to Hospital's Administration and Medical Staff, as deemed necessary (**Attachment F**).

1.18 Non-exclusive Nature of Agreement. Hospital patients receiving Fixation Devices or Prosthetic and/or Orthotic Devices from a vendor other than Provider as of the effective date of this Agreement will continue to be serviced by their current vendor to ensure continuity of care in the fitting and adjustment of their devices.

1.19 Health Insurance Portability and Accountability Act of 1996.

- a. For purposes of this Agreement, "Protected Health Information" shall mean any information, whether oral or recorded in any form or medium, that: (i) was created or received by either party; (ii) relates to the past, present, or future physical condition of an individual, the provision of health care to an individual, or the past, present or future payment for the provision of health care to an individual; and (iii) identifies such individual.
- b. Provider shall use its reasonable efforts to preserve the confidentiality of Protected Health Information it receives from Hospital, and shall be permitted only to use and disclose such information to the extent that Hospital is permitted to use and disclose such information pursuant to the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. 1320d-1329d-8; 42 U.S.C. 1320d-2) ("HIPAA"), regulations promulgated thereunder ("HIPAA Regulations") and applicable state law. Hospital and Provider shall be an Organized Health Care Arrangement ("OHCA"), as such term is defined in the HIPAA Regulations.

- c. Hospital shall, from time to time, obtain applicable privacy notice acknowledgments and/or authorizations from patients and other applicable persons, to the extent required by law, to permit the Hospital, Provider and their respective employees and other representatives, to have access to and use of Protected Health Information for purposes of the OHCA. Hospital and Provider shall share a common patient's Protected Health Information to enable the other party to provide treatment, seek payment, and engage in quality assessment and improvement activities, population-based activities relating to improving health or reducing health care costs, case management, conducting training programs, and accreditation, certification, licensing or credentialing activities, to the extent permitted by law or by the HIPAA Regulations.

II. COMPENSATION

- 2.1 During the term of this Agreement, Provider shall directly bill the appropriate third party payor for all components. Hospital shall provide usual social security and insurance information to facilitate billing.
- 2.2 In the event Provider, through no fault of its own, is unable to obtain authorization or a pay source for direct billing within thirty (30) days from initial inpatient referral, Provider may bill Hospital. Such billing request must be submitted to Hospital within three (3) days of the determination that no direct billing source is available to Provider. The billing request requires the submission of an: (i) Authorization Request Form (**Attachment A**) to include the (ii) appropriate CPT codes (**Attachment B**), and if applicable (iii) suitable proof of third party payor's denial. If accepted by Hospital, Provider shall be paid in accordance with Paragraph 2.3, hereinbelow. It has been determined that certain pay sources are not a viable source of reimbursement to Provider. For purposes of this Agreement, patients with the following pay sources are eligible for payment under Paragraph 2.3: (i) self pay patients, (ii) patients covered by Medicare or Medicare products, (iii) patients covered by Nevada Medicaid products, (iv) patients pending Nevada Medicaid products, (v) self pay patients eligible for reimbursement under the Victims of Crime Program, (vi) self pay patients injured by a third party in a Motor Vehicle Accident, and (vii) self pay patients injured by a third party who are represented by an attorney.

If **Attachments A, B** and, if applicable, proof of third party payor's denial are not received within such timeframe, Hospital has no obligation for payment of Provider services. For Provider claims that cannot be processed or have been denied by Hospital, Hospital shall complete the Reimbursement Denial Form (**Attachment C**) and submit to Provider within seven (7) business days with supporting documentation, if applicable.

- 2.3 During the term of this Agreement and subject to Paragraph 4.6 hereinbelow, Hospital will compensate Provider as follows:
 - a. The Medicaid durable medical equipment price (DMERC Codes) less _____ percent (_____%) of current year.

- b. Adjustments shall be provided free of charge.
 - c. Stump Shrinker/prosthetic evaluation and patient education for post operation amputation patients shall be provided free of charge.
 - d. Extra padding on Braces for elderly or extremely thin patients shall be provided at no additional charge.
 - e. The initial Halo Pad change shall be provided free of charge.
- 2.4 Hospital will issue a purchase order to Provider for the term of the Agreement. Invoices are to be sent to Hospital's Accounts Payable Department. Payment of invoices will be made within ninety (90) calendar days, unless otherwise specified, after receipt of an accurate invoice that has been reviewed and approved by the applicable department's authorized representative.
- 2.5 Hospital is not responsible for any costs not included in the device price specified in Paragraph 2.3. Any cost not included but incurred by Provider shall be paid by Provider without compensation by Hospital. Provider shall pay all freight charges. Provider shall bear all responsibility for the products from the point of origin to delivery to the patient. All prices shall include delivery charges.
- 2.6 Hospital is not a payor of last resort. Hospital is not responsible for payment of co-pays, co-insurance and/or deductibles. Hospital is not responsible for payment where the patient has a third party payor who denies the claim or does not cover the services provided. In the event a third party payor's reimbursement rates are less than Hospital's reimbursement rates, Hospital is not responsible for payment of the difference between the third party payor's rates and Hospital's rates. Hospital is not responsible for payment for unapproved devices. Hospital is not responsible for payment for out-of-state Medicaid providers.

III. TERM/MODIFICATIONS/TERMINATION

- 3.1 Term of Agreement. This Agreement shall become effective on the _____ day of _____, 2015, and, subject to Paragraph 4.6 hereinbelow, shall remain in effect though the _____ day of _____, 2018. Hospital reserves the option to temporarily extend this Agreement for any reason for up to ninety (90) calendar days following its expiration.
- 3.2 Modifications. Provider shall notify Hospital in writing of:
- a. Any change of address of Provider;
 - b. Any change in membership or ownership of Provider's group or professional corporation;
 - c. Any action against the license of any of Provider's professional staff;

- d. Any action commenced against Provider which could materially affect this Agreement;
- e. Any exclusionary action initiated or taken by a federal health care program against Provider or any of Provider's professional staff; or
- f. Any other occurrence known to Provider that could materially impair the ability of Provider to carry out its duties and obligations under this Agreement.

3.3 Termination For Cause. Notwithstanding Paragraph 3.1, this Agreement may be terminated prior to its normal expiration pursuant to the following provisions:

- a. Either party may terminate this Agreement in the event of the other party's material breach hereof; provided, however, that termination for breach shall not become effective unless and until the non-terminating party has been given written notice of such breach describing the nature of the breach with sufficient specificity to permit its cure, and such party shall have failed to have cured such breach to the reasonable satisfaction of the other within thirty (30) days following said notice.
- a. In the event any insurance required to be maintained by either party to this Agreement is cancelled or not renewed, or in the event either party loses any license, permit or other legal entitlement necessary to lawfully perform its obligations hereunder, such party shall immediately notify the other and this Agreement shall be deemed terminated effective immediately.
- b. In the event of nonpayment by Hospital of any material amount due hereunder, Provider may terminate this Agreement on ten (10) days' written notice.
- c. In the event a party files a voluntary petition in bankruptcy or makes an assignment for the benefit of creditors or otherwise seeks relief from creditors under any federal or state bankruptcy, insolvency, reorganization or moratorium statute, or is the subject of an involuntary petition in bankruptcy which is not dismissed with prejudice within sixty (60) days of its filing, the other party may terminate this Agreement immediately.

3.4 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.

IV. MISCELLANEOUS

4.1 Access to Records. Upon written request of the Secretary of Health and Human Services or the Comptroller General or any of their duly authorized representatives, Provider shall, for a period of four (4) years after the furnishing of any service pursuant to this Agreement, make available to them those contracts, books, documents, and records necessary to verify the nature and extent of the costs of providing its services. If Provider carries out any of the duties of this Agreement through a subcontract with a value or cost equal to or greater

than \$10,000 or for a period equal to or greater than twelve (12) months, such subcontract shall include this same requirement. This section is included pursuant to and is governed by the requirements of the Social Security Act, 42 U.S.C. ' 1395x (v) (1) (I), and the regulations promulgated thereunder.

- 4.2 Amendments. No modifications or amendments to this Agreement shall be valid or enforceable unless mutually agreed to in writing by the parties.
- 4.3 Assignment/Binding on Successors. No assignment of rights, duties or obligations of this Agreement shall be made by either party without the express written approval of a duly authorized representative of the other party. Subject to the restrictions against transfer or assignment as herein contained, the provisions of this Agreement shall inure to the benefit of and shall be binding upon the assigns or successors-in-interest of each of the parties hereto and all persons claiming by, through or under them.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 Captions/Gender/Number. The articles, captions, and headings herein are for convenience and reference only and should not be used in interpreting any provision of this Agreement. Whenever the context herein requires, the gender of all words shall include the masculine, feminine and neuter and the number of all words shall include the singular and plural.
- 4.8 Confidential Records. All medical records, histories, charts and other information regarding patients, all Hospital statistical, financial, confidential, and/or personnel records and any data or data bases derived therefrom shall be the property of Hospital regardless of the manner, media or system in which such information is retained. All such information

received, stored or viewed by Provider shall be kept in the strictest confidence by Provider and its employees and contractors.

- 4.9 Corporate Compliance. Provider recognizes that it is essential to the core values of Hospital that its contractors conduct themselves in compliance with all ethical and legal requirements. Therefore, in performing its services under this contract, Provider agrees at all times to comply with all applicable federal, state and local laws and regulations in effect during the term hereof and further agrees to use its good faith efforts to comply with the relevant compliance policies of Hospital, including its corporate compliance program and Code of Ethics, the relevant portions of which are available to Provider upon request.
- 4.10 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.
- 4.11 False Claims Act.
- a. The state and federal False Claims Act statutes prohibit knowingly or recklessly submitting false claims to the Government, or causing others to submit false claims. Under the False Claims Act, a provider may face civil prosecution for knowingly presenting reimbursement claims: (1) for services or items that the provider knows were not actually provided as claimed; (2) that are based on the use of an improper billing code which the provider knows will result in greater reimbursement than the proper code; (3) that the provider knows are false; (4) for services represented as being performed by a licensed professional when the services were actually performed by a non-licensed person; (5) for items or services furnished by individuals who have been excluded from participation in federally-funded programs; or (6) for procedures which the provider knows were not medically necessary. Violation of the civil False Claims Act may result in fines of up to \$11,000 for each false claim, treble damages, and possible exclusion from federally-funded health programs. Accordingly, all employees, volunteers, medical staff members, vendors, and agency personnel are prohibited from knowingly submitting to any federally or state funded program a claim for payment or approval that includes fraudulent information, is based on fraudulent documentation or otherwise violates the provisions described in this paragraph.
 - b. Hospital is committed to complying with all applicable laws, including but not limited to Federal and State False Claims statutes. As part of this commitment, Hospital has established and will maintain a Corporate Compliance Program, has a Corporate Compliance Officer, and operates an anonymous 24-hour, seven-day-a-week compliance Hotline. A Notice Regarding False Claims and Statements is attached to this Agreement as **Attachment 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,

violates an ethical, professional or legal standard. Hospital shall treat such information confidentially to the extent allowed by applicable law, and will only share such information on a bona fide need to know basis. Hospital is prohibited by law from retaliating in any way against any individual who, in good faith, reports a perceived problem.

- 4.12 Federal, State, Local Laws. Provider will comply with all federal, state and local laws and/or regulations relative to its activities in Clark County, Nevada.
- 4.13 Financial Obligation. Provider shall incur no financial obligation on behalf of Hospital without prior written approval of Hospital or the Governing Board or its designee.
- 4.14 Force Majeure. Neither party shall be liable for any delays or failures in performance due to circumstances beyond its control.
- 4.15 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Nevada.
- 4.16 Indemnification. Provider shall indemnify and hold harmless, Hospital, its officers and employees from any and all claims, demands, actions or causes of action, of any kind or nature, arising out of the negligent or intentional acts or omissions of Provider, its employees, representatives, successors or assigns. Provider shall resist and defend at its own expense any actions or proceedings brought by reason of such claim, action or cause of action.
- 4.17 Interpretation. Each party hereto acknowledges that there was ample opportunity to review and comment on this Agreement. This Agreement shall be read and interpreted according to its plain meaning and any ambiguity shall not be construed against either party. It is expressly agreed by the parties that the judicial rule of construction that a document should be more strictly construed against the draftsman thereof shall not apply to any provision of this Agreement.
- 4.18 Non-Discrimination. Provider shall not discriminate against any person on the basis of age, color, disability, sex, handicapping condition (including AIDS or AIDS related conditions), disability, national origin, race, religion, sexual orientation, gender identity or expression, or any other class protected by law or regulation.
- 4.19 Notices. All notices required under this Agreement shall be in writing and shall either be served personally or sent by certified mail, return receipt requested. All mailed notices shall be deemed received three (3) days after mailing. Notices shall be mailed to the following addresses or such other address as either party may specify in writing to the other party:

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

To Provider:

- 4.20 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.
- 4.21 Performance. Time is of the essence in this Agreement.
- 4.22 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.
- 4.23 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.
- 4.24 Waiver. A party's failure to insist upon strict performance of any covenant or condition of this Agreement, or to exercise any option or right herein contained, shall not act as a waiver or relinquishment of said covenant, condition or right nor as a waiver or relinquishment of any future right to enforce such covenant, condition or right.

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

Provider:

Hospital:

University Medical Center of Southern Nevada

By: _____

By: _____

Mason VanHouweling
Chief Executive Officer



Attachment A Authorization Request Form

Patient Name: _____ DOB: _____

Ordering Physician: _____ Referral Date: _____

REFERRED FROM

Physician / Physician Group: _____

Last Hospitalization: _____ Hospital Name: _____
(Date of Service)

CLINICAL INFORMATION

Diagnosis: _____

Estimated Treatment Plan: _____

Date: _____ Time: _____
UMC Clinical Approval

Date: _____ Time: _____
UMC Eligibility Approval

COMPENSATION REQUEST

Reason for Compensation Request: _____

Date: _____ Time: _____
UMC Compensation Request Approval

PATIENT ACCESS – AUTHORIZATION

Comments/Date/Admit Rep Signature

- No payment source: Approved for UMC payment. Faxed approval to [Company Name]: _____
Date Initials
- Return copy of authorization form with each charge sheet daily.
- Submit treatment plan on-time.
- Submit weekly treatment summary- each week.



Attachment C Reimbursement Denial Form

Date: _____

To [Company Name]:

You have submitted an Authorization Request Form and for the following reason(s) it will have denied charges:

- Provider was unable to obtain authorization or a pay source for direct billing within thirty (30) days from initial inpatient referral, and Authorization Request Form (**Attachment A**), Charge Sheet (**Attachment B**) and, if applicable, proof of third party payor's denial was not submitted within three (3) days from determination that no direct billing source is available to Provider.
- An Authorization Request Form (**Attachment A**) was not sent with the Charge Sheet (**Attachment B**).
- Provider was unable to provide suitable proof on third party payor's denial.
- This patient has appropriate third party payor insurance coverage.
- This patient was not seen at UMC.

cc: Charge Sheet and Denial sent to UMC Accounts Payable

UMC Physical Therapy

Attachment 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: 6/11; 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 31st. 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.

Attachment 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 Rani Gill, 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 Rani.Gill@umcsn.com.

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

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

Attachment F

(Successful PROPOSER will be required to provide a copy of the declaration page of its current liability insurance policy prior to the award of the contract.)

INSURANCE REQUIREMENTS

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

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

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

Owner Coverage: OWNER, its officers and employees must be expressly covered as additional insured except on workers' compensation and professional liability insurance coverages. The //TYPE//s insurance shall be primary as respects OWNER, its officers and employees.

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

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

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

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

Automobile Liability: Subject to Paragraph 6 of this Exhibit, the //TYPE// 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 //TYPE// and any auto used for the performance of services under this Contract.

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

Workers' Compensation: The //TYPE// 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 //TYPE// that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that the //TYPE// has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.

Failure To Maintain Coverage: If the //TYPE// fails to maintain any of the insurance coverages required herein, Owner may withhold payment, order the //TYPE// to stop the work, declare the //TYPE// 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 //TYPE// or deduct the amount paid from any sums due the //TYPE// under this Contract.

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

Damages: The //TYPE// 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 //TYPE//, their subcontractors or anyone employed, directed or supervised by //TYPE//.

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

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

Insurance Form Instructions: The following information must be filled in by the //TYPE//’s Insurance Company representative:

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

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

THE CERTIFICATE HOLDER, UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, MUST BE NAMED AS AN ADDITIONAL INSURED.

Appointed Agent Signature to include license number and issuing state



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PHONE (A/C No. Ext):</td> <td style="width: 25%;">BROKER'S PHONE NUMBER</td> <td style="width: 12.5%;">FAX (A/C No.):</td> <td style="width: 12.5%;">BROKER'S FAX NUMBER</td> </tr> </table> E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%;">INSURER(S) AFFORDING COVERAGE</td> <td style="width: 30%;">NAIC #</td> </tr> </table>	PHONE (A/C No. Ext):	BROKER'S PHONE NUMBER	FAX (A/C No.):	BROKER'S FAX NUMBER	INSURER(S) AFFORDING COVERAGE	NAIC #						
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INSURER(S) AFFORDING COVERAGE	NAIC #												
INSURED CONTRACTOR'S NAME ADDRESS PHONE & FAX NUMBERS	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>INSURER A:</td><td></td></tr> <tr><td>INSURER B:</td><td style="text-align: right;">COMPANY'S</td></tr> <tr><td>INSURER C:</td><td></td></tr> <tr><td>INSURER D:</td><td style="text-align: right;">BEST KEY</td></tr> <tr><td>INSURER E:</td><td></td></tr> <tr><td>INSURER F:</td><td></td></tr> </table>	INSURER A:		INSURER B:	COMPANY'S	INSURER C:		INSURER D:	BEST KEY	INSURER E:		INSURER F:	
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INSURER B:	COMPANY'S												
INSURER C:													
INSURER D:	BEST KEY												
INSURER E:													
INSURER F:													

COVERAGES **CERTIFICATE NUMBER:** _____ **REVISION NUMBER:** _____ **RATING** _____

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.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS												
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X					EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE MAXIMUM \$ 25,000												
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	X					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ DEDUCTIBLE MAXIMUM \$ 25,000												
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> <small>describe under DESCRIPTION OF OPERATIONS below</small>	N/A					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">WC STATUTORY LIMITS</td> <td style="width: 50%;">OTHER</td> <td style="width: 5%;">\$</td> </tr> <tr><td colspan="2">E.L. EACH ACCIDENT</td><td>\$</td></tr> <tr><td colspan="2">E.L. DISEASE - E.A. EMPLOYEE</td><td>\$</td></tr> <tr><td colspan="2">E.L. DISEASE - POLICY LIMIT</td><td>\$</td></tr> </table>	WC STATUTORY LIMITS	OTHER	\$	E.L. EACH ACCIDENT		\$	E.L. DISEASE - E.A. EMPLOYEE		\$	E.L. DISEASE - POLICY LIMIT		\$
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E.L. DISEASE - E.A. EMPLOYEE		\$																	
E.L. DISEASE - POLICY LIMIT		\$																	
	INSTALLATION FLOATER						AGGREGATE \$												

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 (Insert Project Name). UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS, ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CERTIFICATE HOLDER UNIVERSITY MEDICAL CENTER OF SOUTHERN NEVADA C/O CONTRACTS MANAGEMENT 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, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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