

April, 25, 2008

REQUEST FOR PROPOSAL

ITEM: **CLINICAL SUPPLEMENTAL STAFFING**

CONTRACT PERIOD: **TWO YEARS**

FIRM PRICING PERIOD: **TWO YEARS**

The Detroit Medical Center, hereinafter referred to as ("DMC"), represented by its Contract Administration Department as the Purchasing Agent for the parent entity and all subsidiaries, hereby invites you to submit a formal proposal to provide goods and/or services for certain voluntary, nonprofit hospitals principally located in southeastern Michigan.

The Request for Proposal is a five-part package consisting of the following:

- A. The General Cover letter
- B. Standard Terms and Conditions
- C. Vendor Letter of Intent
- D. Proposal Invitation Quote Sheets
- E. Attachment(s)

In consideration of the premises and the mutual covenants and promises contained herein, the following terms and conditions shall apply, and remain in full force and effect unless duly modified in writing and found acceptable to the DMC.

The completed proposals are to be returned to Laverne A. Riley, DMC Contract Administration offices located at 3663 Woodward, Suite 200, Detroit, MI 48201, no later than **May 16, 2008, 12:00 NOON** to be formally considered. If you have any questions or concerns regarding the attached, please do not hesitate to call me at (313) 578-2669

Sincerely,

Laverne A. Riley
Contract Administrator

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The Detroit Medical Center
STANDARD TERMS AND CONDITIONS

1. Incorporation Into Agreements. These DMC Standard Terms and Conditions (the “Standard Terms”) are attached to and incorporated by reference into the agreement and/or are incorporated into any arrangement (any arrangement or agreement between the DMC and Vendor is referenced herein as an “agreement”) entered into between the recipient of these Standard Terms (the “Vendor”) and The Detroit Medical Center, or its subsidiaries and affiliates (“DMC”). Vendor is hereby notified that by performing services for the DMC, Vendor accepts and is bound by the Standard Terms, compliance with which is an express condition of the obligation of the DMC to pay Vendor or otherwise perform under any agreement with Vendor. The Standard Terms are supplemental to any agreement between Vendor and the DMC, and to the extent of any inconsistency or express conflict, the Standard Terms control. The Standard Terms shall apply without regard to the manner in which the Vendor or the DMC is identified in any agreement between the parties.
2. New Participants. Any new participants joining the DMC after initiation of this contract shall automatically be accorded the rights of this contract.
3. Vendor Selection. The DMC reserves the right to reject any and all proposals and to waive any or all formalities in connection with bidding and selection of a Vendor.
4. Pricing. All prices and discounts are to be quoted firm against increase for the above period, on a F.O.B. hospital (delivered) basis. Any industry price decreases during the term of this contract are to be passed along to participating hospitals immediately. If, at any time during the contract period, the vendor quotes a member institution a lower price, that price automatically becomes the contract price.
5. Contract Award. The DMC reserves the right to award this contract in whole or in part, subject to paragraphs 3 and 12 of these Terms and Conditions. In case of a low tied proposal, the contract will be awarded according to established policy.
6. Contract Term. Submission of a quotation is construed as willingness on your part to enter into a proposal contract with the DMC for this business..
7. OSHA Standards. Vendor warrants that the product sold or service rendered conforms to the OSHA Standards and/or regulations promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (29 U.S.C. 651, 91-596). Products sold by the Vendor which do not conform to the OSHA Standards and/or regulations must be replaced or corrected by the seller at the Vendor’s expense or by the buyer at the Vendor’s expense in the event the Vendor fails to make the appropriate replacement or correction within a reasonable amount of time.
8. Civil Rights Act. The Vendor agrees that he is in full compliance with Title VII of the Civil Rights Act of 1964 (as amended); the Equal Pay Act of 1963 (Section 6, 7, and 12 of the Fair Labor Standards Act); the Age Discrimination in Employment Act of 1967; Executive Orders 11246 (where applicable); and such other State or Federal laws defining and prohibiting certain discriminatory employment practices as the same may be applicable to the Vendor.
9. Non-Discrimination. The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or veteran status. The Vendor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or veteran status. Reference E.O. 11256 as amended.

10. Omnibus Reconciliation Act. Vendor must comply with Section 952 of the Omnibus Reconciliation Act of 1980 (P.L. 96-499) which provides for access to the books and records of sub-Vendors of Medicare providers by the Secretary of Health and Human Services (HHS) and the Comptroller General when requested by said parties.
11. Commitment to Agreement. This proposal is solicited for all listed hospitals only, and the hospitals herein listed have committed themselves in advance to purchase under this contract, provided that the quality continues to be equal to or better than that presently being enjoyed.
12. Award Process. Any contract award will be made within thirty (30) days of the due date as specified herein or by the contract date whichever comes first.
13. Effective Date. The effective date of any contract, resulting from this proposal, shall be within thirty (30) days of award date, or date of mutual agreement.
14. Proposal Amendment. No proposal shall be altered, amended or withdrawn, after the opening date, unless the acceptance date of the proposal has expired. Negligence on the part of the vendor in preparing the proposal confers no right for the withdrawal of the proposal after it has been opened. In case of error in the extension of prices on the proposal, the unit price will govern.
15. Award Notification. The successful Vendor will be notified of both the date the contract is awarded and the effective date of the contract.
16. Compliance with Laws & DMC Policy. Each party is responsible for compliance with all laws, including but not limited to anti-discrimination laws, which may be applicable to its respective activities and responsibilities under this Agreement. Vendor agrees to comply with all DMC policies as they may be modified from time to time.
17. Environmental Management System. DMC has established an Environmental Management System, which is committed to continuous improvement, prevention of pollution and compliance with relevant environmental regulation and requirements. Any CONTRACTOR or SUB-CONTRACTOR performing services on-site must provide a list of all materials or products that would significantly affect the environment, along with a copy of applicable licenses and/or permits, as well as specific handling and disposal instructions. In addition, a copy of the specific tool/program used to train your staff in proper handling of these materials must be provided to the Environment of Care Office at that location. Vendor agrees to comply with terms and policies stated in the attached DMC Environmental Statement.
18. Assignment or Subcontract. Vendor may not assign or subcontract any part of its duties, obligations, or rights without the prior written consent of the DMC.
19. Authority to Sign. Vendor representative signing any agreement or other document has the authority to sign and bind Vendor.
20. Confidentiality. Vendor agrees to maintain and keep confidential any and all information derived from its relationship with the DMC, and the information will not, without the prior written consent of the DMC, be disclosed by Vendor, it's officers, directors, partners, employees, affiliates, agents or representatives, in any manner whatsoever. This provision survives the expiration or sooner termination of any agreement
21. Entire Agreement. The agreement, the Standard Terms, and any exhibits properly incorporated from time to time are the complete agreement between the parties and may be modified only by a written instrument executed by the parties. The agreement supersedes and renders void any prior agreements between the parties relating to its subject matter.

22. Choice of Law. The agreement will be governed by and construed in accordance with the laws of the State of Michigan.
23. Medicare Access to Books and Records. If the Secretary of Health and Human Services or the Comptroller General of the United States or their representatives determines this agreement is a contract described in Section 1861(v)(1) of the Social Security Act, 42, U.S.C. Section 1395x(v)(1)(I) as amended from time to time, until the expiration of four years after the furnishing of services under this Agreement, upon the request of the Secretary or Comptroller General or their duly authorized representatives, Vendor will make available to the organization requesting the materials and to the DMC such books, documents, and records as are necessary to certify the nature and extent of compensation paid by Vendor pursuant to this Agreement. Vendor will notify the DMC of such request within ten (10) business days, and will promptly provide to the DMC copies of all documents provided to the requestor.
24. Federal Law Compliance. The DMC currently may be, and in the future may become, subject to the Executive Order Program of the Office of Federal Contract Compliance applicable to employers that receive federal grants or perform services or provide goods and services pursuant to federal contracts. To the extent applicable, Vendor shall (and shall cause any authorized sub-Vendors to) comply with the nondiscrimination and affirmative action requirements of applicable law and of the requirements of the Executive Order Program.
25. Minority and Women Owned Business. The DMC is committed to supporting minority and women owned businesses. Vendor, if minority or women owned, will provide to the DMC a copy of Vendor's certification from the Michigan Minority Business Development Council (MMBDC), Majority Business Initiative (MBI) or other authoritative agency. If Vendor is not minority or women owned, Vendor agrees to provide a listing to the DMC of all subVendors providing services to the DMC who are minority or women owned for which the subcontractor will be performing services for the DMC. The Detroit Medical Center has pledged to increase business opportunities for local minority and women-owned businesses. As part of the proposal submission, the successful vendor will identify actions and strategies it will utilize to ensure substantial and meaningful minority business participation in your proposal to the DMC. We are requiring your proposal submittal to evaluate strategies for the work performed on our behalf and to identify opportunities for alliances with local minority and women-owned businesses. If your firm has successfully implemented a supplier diversity program with other clients, the DMC is interested in your firm's contributions and having you share with the DMC your experience and knowledge.
26. Stark/Fraud & Abuse. To evidence compliance with federal laws prohibiting payments for referrals, including the Stark Law, Medicare and Medicaid Anti-Fraud and Abuse laws and HIPAA, Vendor represents and warrants that any financial relationship (as defined in the Stark Law, Fraud and Abuse laws and related regulations) between a physician and Vendor, currently and during the term of this Agreement, conforms now or will conform from its inception with an exception under the Stark Law and a safe harbor under the Fraud and Abuse laws. No payments hereunder shall be for referrals of patients and no provision of this Agreement shall require or is intended to be construed to require that Vendor or physicians under the control of Vendor shall make referrals of patients to the DMC. Vendor shall permit the DMC, upon reasonable notice and during reasonable business hours, to review, audit and copy any books, documents or records necessary or appropriate to evaluate the performance of Vendor, the amounts properly paid by or to the DMC, and compliance with law and the terms of the Agreement, including the Standard Terms. The DMC shall not divulge to third parties the information reviewed in such audit, except as required by law or as necessary or appropriate to protect the interests of the DMC.
27. Not Excluded From Medicare. Vendor certifies that neither Vendor nor those individuals or entities which own or control Vendor have been excluded or otherwise prohibited from participating in, or providing goods or services for which reimbursement might be obtained from, Medicare or Medicaid.
28. Conflicts of Interest. Vendor shall refrain at all times from any action which could reasonably be construed to constitute self-dealing, a conflict of interest, or which would be in competition with the DMC's proprietary or business interests, and Vendor agrees to abide by the conflict of interest policies applicable to independent Vendors of the DMC.

29. Ownership of Intellectual Property.

30. All reports and other data (including without limitation, written, printed, graphic, video and audio material contained in any computer data base or computer readable form) (hereinafter “Works of Authorship”) developed during the term of this Agreement are the property of the DMC. Works of Authorship created during the term of this Agreement are “Works for Hire”, as that term is defined in copyright law. The DMC shall own all rights to any inventions, discoveries, new uses, advances on the state of art, protocols, ideas, products or other protectable rights arising from any activities within the scope of this Agreement (hereinafter “Inventions”). Vendor shall (and cause its subVendors and employees to) execute all documents, provide all information, and otherwise take all actions requested by the DMC, including, without limitation, assignments of rights Vendor may have in such works, to secure for the DMC the ownership rights and available legal protections for all Works of Authorship or Inventions. Vendor expressly disclaims any droit moral rights in Works of Authorship or Inventions related to the performance of services under this Agreement.
31. No Solicitation. During the term of this Agreement and for a period of six (6) months after termination or expiration, Vendor shall not solicit or employ any employees of the DMC or a DMC subsidiary without the express written permission of an officer of the DMC.
32. Waivers. No part of this Agreement may be waived except by the written agreement of the parties. Forbearance in any form from demanding performance is not a waiver of performance. Until complete performance under this Agreement, the party owed performance may invoke any remedy under this Agreement or under law, despite its past forbearance.
33. Term, Termination, and Non-Renewal. The term of the mutual obligations of the DMC and Vendor under the Agreement and the Standard Terms is **TWO YEARS** from the date of the Agreement. The Agreement between Vendor and the DMC may be terminated, at any time, without cause, by the DMC upon thirty (30) days written notice to vendor. In no event shall the Agreement renew for any additional term; provided, that services provided by Vendor and accepted by the DMC after the term of the Agreement has expired shall be deemed performed on a month-to-month extension basis. All such services shall be provided in compliance with the Standard Terms.
34. Indemnification. Vendor shall indemnify, defend, save and hold harmless the DMC and it’s officers, directors, trustees, members, affiliates, subsidiaries, employees, separate vendors and agents free from and against any and all loss, liability, penalties, lawsuits, damages, costs and expenses (including reasonable attorney’s fees), actions, causes of action, claims or judgements which result from or are caused by the negligent actions, errors or omissions of Vendor, any of it’s sub vendors or suppliers or any employee or agent of vendor or any sub vendor or supplier of vendor while providing services under this Agreement.

35. Taxes. DMC shall not be responsible for the payment (directly or by reimbursement of Vendor) of any taxes imposed on Vendor, including, without limitation, sales and use tax and personal property tax, resulting from this Agreement or any performance under this Agreement.
36. Retain one copy of the completed quotation for your records and submit one completed copy, with the outside envelope or cover clearly marked “**PROPOSAL**” to:

DETROIT MEDICAL CENTER
ATTN: Laverne A. Riley
3663 Woodward Ave.
Suite 200 Procurement
Detroit, Michigan 48201

It is the sole responsibility of the vendor to ensure that proposals are received at the time and place specified herein; any assumption as to the dependability and/or reliability of services such as UPS or the U.S. Postal, are made the vendor's own risk. If you have any questions or require further information concerning contract language in the RFP, please contact Laverne A. Riley Contract Administrator, Detroit Medical Center, and Materials Resource Management at 313-578.2669. **If you have Supplemental Clinical Staffing questions please submit questions via email to : agencyoffice@dmc.org <mailto:agencyoffice@dmc.org>**

PARTICIPATING INSTITUTIONS

The Detroit Medical Center
3663 Woodward Ave.
Detroit, MI 48201

DMC University Laboratories
4201 St. Antoine Boulevard
Detroit, MI 48201

Children's Hospital of Michigan
3901 Beaubien
Detroit, MI 48201

Detroit Receiving Hospital and
University Health Center
4201 St. Antoine Boulevard
Detroit, MI 48201

Harper University Hospital
3990 John R Street
Detroit, MI 48201

Huron Valley – Sinai Hospital
1 William Carls Drive
Commerce, MI 48382-1271

Hutzel Women's Hospital
3980 John R.
Detroit, MI 48201

Michigan Orthopaedic Specialty Hospital (MIOSH)
30671 Stephenson Highway
Madison Heights, MI 48071

Rehabilitation Institute of Michigan
261 Mack Avenue
Detroit, MI 48201

Sinai - Grace Hospital
6071 W. Outer Drive
Detroit, MI 48235

VENDOR LETTER OF INTENT

Laverne A. Riley
DMC Materials Resource Management
The Detroit Medical Center
3663 Woodward Avenue -
Detroit, MI 48201

Dear Sir/Madam:

In response to your proposal invitation, dated April 25, 2008, we are pleased to submit the following pricing **Supplemental Clinical Staffing** for the participating hospitals. We understand that we must meet individual hospitals' requirements.

Prices and discounts for all items are quoted firm against for the term of this agreement.

We agree to adhere to the terms and conditions stated in the entire proposal invitation.

PAYMENT TERMS: _____

Authorized Signature

Complete Company Name

Title

Complete Company Address

Date

Telephone No.

Telephone No.

SEND ORDER TO: _____

SALES REPRESENTATIVE: _____

ADDRESS: _____

TELEPHONE NO. _____

Submit two copies; retain one for your records.

Be sure proposal is signed. Late or unsigned proposals are not in compliance with the Terms and Conditions and will not be considered.

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2008 REQUEST FOR PROPOSAL – SUPPLEMENTAL CLINICAL STAFFING

INTRODUCTION:

The Detroit Medical Center (DMC) is an 8-hospital system located in Southeastern Michigan; currently seeking staffing vendors to provide qualified clinical staff on per-diem and contracted bases. The DMC is seeking suppliers for the following job titles only:

CRNA	Respiratory Therapist
LPN	RN
OR Technician	Sitter
Pharmacist	

Providers of other types of clinical staff need not respond at this time.

The DMC Patient Care Services Division manages supplemental clinical staffing via the DMC Vendor Management System (DMC VMS). Staffing orders, assignments, credentialing, timecards, and invoicing occur within this system. No paper invoicing is required, and vendor payments are typically made within 45 days. Selected vendors will be required to attend a training session provided by the DMC, and to comply with DMC VMS policies and procedures.

Priority will be given to:

- Locally-based (Detroit area) vendors;
- Vendors with **certified** Minority/Women Owned Business status;
- Vendors who can immediately provide specialty staff in the following areas of urgent need:
 - ✓ Med/Surg RN
 - ✓ Cardiac RN
 - ✓ Pediatric RN
 - ✓ Respiratory Therapist

The DMC has a standard contract and rate structure for all Supplemental Staffing Vendors, which will be provided to vendors who are selected through this proposal process.

PROPOSAL RESPONSE:

To be considered for selection, please provide the following information:

VENDOR OVERVIEW

1. General description of company services – organizational structure, subsidiaries, etc.
2. Agency history – how long has the company been in business? Number of years providing service specifically to the healthcare industry both locally and nationally.
3. Addresses and hours of operation of local branches in the Detroit Metro Area
4. Copy of most recent tax return and/or audited financial statement
5. Documentation of Minority/Women Owned Business status
6. Specific key items that you believe differentiate your organization from your competitors

MINIMUM INSURANCE LIABILITY

7. Evidence of the following:
 - a. Liability: \$1,000,000 per occurrence per personnel; \$3,000,000 aggregate
 - b. Comprehensive General Liability: \$500,000, combined single limit
 - c. Workers Disability Compensation: \$500,000 combined single limit

SERVICES OFFERED

- 8. Proposed positions to supply
- 9. Staffing Options – assignment types, lengths, local, traveler
- 10. Rapid response/emergency staffing capabilities

STAFFING CAPABILITIES AND MANAGEMENT PROCESSES

- 11. Complete the table below demonstrating performance **in MICHIGAN only**:

	# of employees placed in MICHIGAN in previous 12 months	# of hours placed in MICHIGAN in previous 12 months	Gross revenue from placements in MICHIGAN in previous 12 months	Percentage of assignments in MICHIGAN filled within 24 hours	Percentage of assignments in MICHIGAN filled within 48 hours
RN (by specialty)					
Acute Care					
ICU and Emergency Department					
Pediatric					
Pediatric ICU/BMT					
Labor and Delivery					
Neonatal					
OR					
Other (please specify)					
CRNA					
OR Technician					
LPN					
Pharmacist					
Respiratory Therapist					

- 12. Provide the above statistics demonstrating performance nationally.
- 13. Pay rates, bill rates, and percentage markup for each job title listed in the proposal.

QUALITY SURVEYS AND MEASUREMENTS

- 14. Estimated time to fill assignments
- 15. Overall fill/cancellation rates by specialty/service line (e.g., med/surg, peds)
- 16. Client satisfaction measurement efforts

RECRUITMENT/HIRING PRACTICES AND STANDARDS

- 17. Job descriptions for all positions proposed.
- 18. Company hiring practices and standards
- 19. Recruitment activities that address the current labor market
- 20. In-service training policies and programs
- 21. Employee evaluation policies

BACKGROUND CHECKS/CREDENTIALING

- 22. License/Credentials verification processes
- 23. Skill assessment/testing of employees
- 24. Drug Screening
- 25. Physical Examination requirements (including TB and Hep B)

REFERENCES

- 26. References from a minimum of three (preferably Michigan) hospitals with which you currently have temporary staffing relationships.

ADDITIONAL TERMS OF AGREEMENT

1.0 AGENCY OBLIGATIONS

- 1.1 Agency shall provide fully qualified clinical personnel to the DMC at coverage locations requested by DMC.
- 1.2 Agency's work and the individuals it engages to perform such work, will at all times be done in accordance with currently approved and generally accepted professional standards. Agency shall perform the duties under the Agreement in accordance with all applicable standards of professional ethics and practices. The DMC shall not control the method or manner of performance of the professional services by Agency and/or the individuals it engages to retain such services. DMC shall, however, determine whether the services provided by Agency are acceptable. DMC may, at any time, cancel an individual's assignment if it deems such individual does not meet DMC professional standards or poses a risk to patient care.
- 1.3 Licensed clinical personnel supplied by Agency shall be duly licensed, certified or registered to perform services in the State of Michigan. Agency shall verify and provide written confirmation to DMC of the current licensure. See Attachment C for Licensed Agency Staff Requirements.
- 1.4 Agency shall cooperate and assist any clinical personnel who may require temporary privileges as The DMC deems necessary, including preparation of required documentation.
- 1.5 Agency shall assist both The DMC and the clinical personnel in coordinating assignments.
- 1.6 Agency shall ensure that all clinical personnel supplied to The DMC are in compliance with all provisions of the Immigration Reform and Control Act of 1986, and any other applicable immigration laws and regulations
- 1.7 Agency shall conduct a misdemeanor and felony conviction check with the applicable state or local police department in which the clinical person last resided and shall provide the results of such check to DMC.
- 1.8 Agency shall investigate regarding whether any clinical personnel has been excluded from the Medicare/Medicaid Program or has been named on the Medicare/Medicaid exclusion list and shall immediately advise DMC regarding any findings.
- 1.9 Agency shall provide clinical personnel appropriate orientation to The DMC facilities as The DMC directs.
- 1.10 Agency shall provide proof of Joint Commission standards compliance to the DMC upon request or initial placement of agency staff and when DMC is being surveyed by State, Federal Agencies or Joint Commission.

2.0 STATUS OF CLINICAL PERSONNEL

- 2.1 The parties intend that a contractor relationship is created by this Agreement. In the performance of the services rendered pursuant to this Agreement, it is mutually understood and agreed that the Contractor and its Contractor nursing personnel shall be and at all times are acting as independent contractors to the DMC and Hospital. The Contractor shall not be the agent, legal representative, joint venturer, partner, employee or servant of the Hospital by operation of this Agreement for any purpose whatsoever. Contractor shall at all times conduct its business in a manner that is calculated to ensure that the independent contractor status between Contractor and DMC is recognized by all applicable governmental agencies. Contractor and its Contractor nursing personnel shall not be entitled to contributions to pension plans, profit-sharing plans or tax-sheltered annuity plans maintained or offered by the Hospital, or to any fringe benefits, vacation days, sick days, welfare benefits or severance benefits afforded to employees of the Hospital, or to the payment of Social Security taxes by the Hospital, Workers' Compensation or Unemployment Compensation or any other

benefits (other than the consideration payable under this Agreement) normally afforded employees of the Hospital. Upon request of Hospital, Contractor shall provide an acknowledgement and acceptance of the provisions of this section.

3.0 GUARANTY AND INDEMNIFICATION

- 3.1 The Agency hereby guarantees that any personnel provided to The DMC will meet all local, state, and/or national requirements and restrictions and not be in violation of any other applicable federal, state, or municipal laws applicable to the duties and/or requirements of the profession of nursing or clinical profession.
- 3.2 The Agency hereby agrees to defend, indemnify and hold The DMC harmless from and against any and all claims, losses, damages, and liabilities whatsoever (and expenses connected therewith, including counsel fees), arising out of: (a) any asserted or actual violation of any federal, state, or municipal laws governing the legal performance, the clinical requirements, and (b) claims of bodily injury, death or property damage growing out of the DMC's utilization of appropriate clinical personnel.
- 3.3 While providing patient care services to The DMC, registered nurses and other clinical personnel will comply with all provisions of the licensing law under which they are licensed, and with individual nursing and/or clinical policies adopted by The DMC to protect the health and welfare of patients.
- 3.4 The Agency shall indemnify and hold The DMC and all subsidiary organizations and affiliates, their trustees, officers, agents, and/or employees harmless from and against any claims, liabilities, losses and/or expenses (including attorney fees) which the hospital, its trustees, officers, agents and/or employees may sustain as a result of the negligent or wrongful actions or omissions of the Agency in connection with the performance of this Agreement. This indemnification shall survive the termination of this Agreement.

4.0 NO SOLICITATION

- 4.1 During the term of this Agreement and for a period of six (6) months after termination or expiration, Agency shall not solicit or employ any employees of DMC or a DMC subsidiary without the express written permission of an officer of DMC.

5.0 NON-EXCLUSIVE AGREEMENT

- 5.1 This Agreement is not exclusive. No term of this Agreement shall prevent The DMC from utilizing nurses or other clinical personnel from any other source whatsoever.

6.0 DMC OBLIGATIONS/JCAHO

- 6.1 The DMC agrees to represent each facility accurately regarding staff, work schedule, medical equipment and supplies.
- 6.2 The DMC will provide Agency with all necessary documents pertaining to DMC orientation to be reviewed with agency personnel at Agency's office.

7.0 PAYMENT TERMS

- 7.1 Rates: In consideration for the services provided by Agency, The DMC agrees to the payment terms to be provided once contract is awarded. All hours worked, including those in excess of 40 per week will be paid at the contracted rate.
- 7.2 Time card and payment processing: will occur via the DMC Vendor Management System. No paper invoices are to be submitted to the DMC.
- 7.3 Orientation: an 8-hour orientation is required of all agency personnel prior to commencement of work at each DMC facility, or if personnel has not worked at the specific DMC facility in the six months prior to the current assignment. DMC will provide 8 hours orientation at each facility at the expense of the agency. Hospital approval is required to waive this requirement.

- 7.4 Weekend Premium: Shifts beginning at 7:00 PM Friday up to 6:59 PM Sunday are eligible for Weekend Premium Pay. The first weekend shift begins at 7:00 PM Friday. The first weekday shift begins at 7:00 PM Sunday.
- 7.5 Holiday Pay: Only hours worked on the actual date of the Holiday will be paid at the Holiday rate.
- 7.6 The Agency may not schedule with The DMC, any nurse or any other temporary clinical personnel who is employed by a subsidiary of The DMC.
- 7.7 The DMC may refuse a scheduled nurse or other clinical personnel based on his/her performance record, and may ask a nurse or other clinical personnel to leave the Facility during a shift for unacceptable performance. The DMC will be the final arbiter of acceptable performance.
- 7.8 The DMC reserves the right to transfer agency personnel between units **within a DMC facility** as well as **between DMC facilities** (except Huron Valley-Sinai Hospital and MIOSH) at any time, as long as the agency employee is qualified and has received orientation to work in the area of practice.
- 7.9 Assignments made and accepted in the DMC Vendor Management System serve as the contract for all Traveler/Contracted Local personnel. Rates listed in this contract are in effect unless and until a new contract between the DMC and the agency has been signed.
- 7.10 All agency personnel must wear a DMC Identification badge. Badges cost \$10.00; \$5.00 will be returned upon surrender of the badge to the DMC Parking and Transportation Department.

8.0 **TRAVELER PERSONNEL ASSIGNMENTS:**

- 8.1 "Traveler" is defined as personnel who reside **more than 100 miles** from the DMC facility. Travel distance from the DMC will be based on miles from the residence address appearing on the Nursing License and/or Driver's License provided by the supplier. In the event that the documents show different addresses, the DMC will use the address closest to the facility to determine traveler status.
- 8.2 Traveler rates include all costs associated with the assignment, including mileage, lodging, food, etc. and will be provided upon contract award.
- 8.3 All Agency traveler contracts will minimally guarantee 36 hours per week per agency employee.

LICENSED AGENCY STAFF REQUIREMENTS

The following documentation must be uploaded to the DMC Vendor Management system for each agency employee prior to the first worked shift. It is the responsibility of the Agency to keep this documentation up-to-date for each employee submitted.

Identification:

- Photo ID
- Michigan Nursing License
- Anesthetist Certification (if applicable)
- State of Michigan license verification (copy of computer-generated from MDCH)
- BLS Certification Card
- ACLS Certification Card (if required by unit)

Attestations:

- No Criminal History
- Not excluded from Participation in Medicare or other Federal Health Care Programs
- Drug Screening

Health Documentation:

- Hepatitis B Immunization - vaccination and /or positive surface antibody titer
- Serum Titers indicating susceptibility/immunity for:
 - ✓ Measles
 - ✓ Rubella
 - ✓ Varicella
 - ✓ Hepatitis C
- Tuberculosis Evaluation
 - ✓ Skin testing - Mantoux method performed within the past 12 months.
 - ✓ Documentation of this test must appear on letterhead and include the date placed, date read, the measurement in millimeters of induration (even if it is zero) and signatures.
 - ✓ Past positive histories need:
 - 2 view (PA and Lateral) chest x-ray performed within the past 12 months
 - Documentation indicating they are free of signs and symptoms of Tuberculosis.

Note: Employees receiving tests at a DMC facility must pay at time of service then request reimbursement from agency.

Fit Testing: (currently required only on certain DMC units)

- Verification of fit testing in compliance with MIOSHA requirements and utilizing DMC-approved
- N-95 respirator.

RN Competencies (transcripts are to be uploaded to DMC VMS by agency)

- DMC medication administration examination (site specific) or for pediatric staff, the Children's Hospital of Michigan Pediatric Medication Examination.
- Blood Administration Quiz
- DMC Code of Conduct
- DMC Critical Care Challenge Exam (score \geq 85% - adult ICU or Step Down areas only, must also have ACLS)
- Net Learning™ Modules – NL Identification number will be assigned to each agency employee

Other Requirements:

- DMC ID badge must be worn at all times.
- Carry Michigan wallet-size license on person at all times, if applicable.
- Complete DMC and site or department specific orientation including both written competencies and clinical orientation/validation prior to first independent assignment at the site.
- Function within the scope of their role and the policies and procedures of the institution.
- Agency staff will not count narcotics or maintain narcotic keys.

DETROIT MEDICAL CENTER/SUBSIDIARIES

BACKGROUND

The following data (Attachments 1 and 2) is intended to provide an overview regarding the extent and scope of The Detroit Medical Center, its facilities and subsidiaries. The Detroit Medical Center is comprised of eight hospitals with more than 2,000 licensed beds and is the leading affiliate of the Wayne State University School of Medicine. The DMC accounts for approximately 30% of the total inpatient days of the major hospitals in the Metro Detroit area. The main campus is located in downtown Detroit and consists of the following five hospitals:

Children's Hospital of Michigan

Founded in 1886, Children's Hospital of Michigan is the only freestanding hospital in the state dedicated to the treatment of children. With a staff of over 200 pediatricians, 125 pediatric specialists, 800 pediatric nurses and over one thousand pediatric-trained employees, more pediatricians are trained at Children's Hospital of Michigan than at any other hospital in the state.

From immunizations to baby sitting classes, car seat safety checks and other safety and prevention education, Children's Hospital of Michigan's commitment to children goes beyond the doors of our hospital and spans the entire state.

- In 2004, Children's Hospital of Michigan was the only hospital in Michigan to be recognized in pediatrics by *U.S. News & World Report* "American Best Hospitals."
- Children's Hospital of Michigan has more than 75,000 emergency room visits, and is a verified Level I pediatric trauma center. The hospital's specialty clinics treat over 140,000 outpatients each year, in specialties ranging from Genetics to Urology.
- Children's Hospital is also a designated Injury Free Coalition for Kids (IFCK) site, an organization that strives to reduce and prevent injuries to children in their neighborhoods.
- The Regional Poison Control Center is one of two in Michigan focused on poison prevention, education, triage and treatment.
- The Children's Pediatric Mobile Team and School Mobile Health Center travel to areas across Southeastern Michigan and provide on-site medical care to children and families.

Detroit Receiving Hospital and University Health Center

Detroit Receiving Hospital (DRH) was founded in 1915 as a city-owned hospital, dedicated to caring for everyone, regardless of ability to pay. In 1965, the hospital was renamed Detroit General, and maintained that mission. In 1980, Detroit General moved to its new, award-winning, 320-bed facility, and reclaimed the name Detroit Receiving Hospital. Today, Detroit Receiving Hospital, and the University Health Center, still focus on providing the best medical care, using the latest technology, regardless of the patient's ability to pay.

- DRH was the first American College of Surgeons verified Level I Trauma Center in Michigan, and one of the first in the nation. Focusing on adult medical care for emergency, trauma, and critically ill patients, the majority of DRH patients arrive through the emergency department (ED). DRH's ED treats more than 80,000 patients each year. The University Health Center clinics treat more than 250,000 patients annually, making it one of the busiest ambulatory facilities in the country.
- As a teaching institution, DRH is committed to physician education. Approximately 95% of the physicians on staff at the hospital also serve on the faculty of Wayne State University School of Medicine.
- DRH physician expertise includes emergency medicine, orthopaedic traumatology, neurosurgery, trauma surgery, and burn treatment, earning national and international recognition for the hospital. DRH was also the site of the first cranioplasty, using a pre-cast replica of missing bone to repair a skull.
- Detroit Receiving hosts the longest-running, annual trauma conference in the country, the Detroit Trauma Symposium, attracting physicians worldwide. The Symposium features the latest treatment and management techniques for the injured patient.
- Along with exceptional medical treatment, the facility itself earned an award from the American Institute of Architecture for design, and also houses an extensive hospital-based art collection, comprised of donations to DRH over a 30-year period. The collection features more than 900 pieces, estimated at more than \$3 million, one of the largest hospital-based collections in the nation.

Harper University Hospital

Harper University Hospital is one of the nation's premier health care centers providing exceptional care to patients from around the world. It offers award-winning services in a broad range of clinical areas, including neurology, neurosurgery, kidney transplant, cardiology, and bariatric surgery.

Affiliated with Wayne State University School of Medicine, Harper is staffed by leading experts, most of whom are teaching faculty with the university. These exceptional doctors are pioneers in medical research, creating breakthrough treatments that dramatically improve the health patients' lives.

- Harper's Department of Neurological Surgery is internationally recognized for excellence in clinical skills, innovative research and advanced education in the neurosciences. It was the first to debut technologies such as the Gamma Knife in 1995 and Intraoperative Magnetic Resonance Imaging (iMRI) system in 2004 in Michigan.
- The hospital's neurologists are nationally recognized for their expertise in researching and treating neuromuscular diseases, multiple sclerosis, epilepsy and stroke.
- More than 60 percent of the cardiologists in Michigan received some or all of their training at Harper. It is home to some of Michigan's top cardiologists and its specialists take the most comprehensive approaches to cardiovascular disease, intended to achieve the highest-quality outcomes in the state. Harper's cardiologists are internationally recognized as the experts in electrophysiology and new techniques such as cryoplasty.
- The Transplant team recognizes the complex needs of transplant donors and recipients, both before and after surgery and is nationally-recognized for their medical expertise. Harper's program offers living and deceased donor transplantation.

Huron Valley-Sinai Hospital

Huron Valley-Sinai Hospital (HVSH) is western Oakland County's newest, only and fastest growing hospital founded in 1986. The hospital doubled in size in 1999 adding an even wider range of medical, surgical and diagnostic specialty care. In spring of 2004, a \$27 million expansion project was completed resulting in expanded surgical services, endoscopies, cardiopulmonary diagnostics, and a new home for the Krieger Center for geriatric care.

The hospital has earned the distinction of being among the top hospitals in the area and nation in customer satisfaction. Its staff continues to provide the warm, personalized care for which it is known and its affiliation with the Detroit Medical Center provides a depth of resources and expertise available at few community hospitals. Patients benefit from advanced medical technology, new treatments and expert staff -- all close to home.

The hospital's spacious campus, adjacent to an orchard in Commerce, provides an unusually pleasant and tranquil environment. The hospital is designed to be accessible, comfortable with warm, appealing decor, gardens and works of art.

Hutzel Women's Hospital

Hutzel Women's Hospital is Michigan's first and only hospital for women. It is home of the National Institute of Health (NIH) perinatal branch and is one of the top teaching hospitals in Michigan in partnership with Wayne State University for obstetricians, gynecologists and maternal fetal medicine specialists. The NIH awarded WSU School of Medicine a #1 rank for Obstetrics and Gynecology for Extramural Awards to Medical School Departments.

Hutzel physicians are experts in women's medicine and provide care in the areas of high-risk pregnancy, infertility, menopause and research. Thousands of women over the past 136 years have turned to Hutzel – known as The Destination for Women's Care.

- Hutzel houses Michigan's only intensive care unit for expectant mothers with a state-of-the-art Neonatal Intensive Care Unit (NICU). The hospital is a national referral center for genetic testing and treatment of birth defects during pregnancy.
- Hutzel was the first hospital in Detroit to treat infertility more than 50 years ago and is still a leader with the latest treatments including: in vitro fertilization, artificial insemination, donor egg procedures and surgical therapies.
- From the latest urogynecological tests and procedures to minimally invasive and complex surgeries, the subspecialties at Hutzel work closely with referring physicians from around the state. Hutzel was the first to bring the Essure Method, a non-incision form of permanent contraception to Michigan.
- A joint effort of Hutzel and Children's Hospital of Michigan, the Maternal Fetal Diagnosis project uses advanced diagnostic tools and innovative therapies to identify and treat fetal abnormalities during and after pregnancy.

Michigan Orthopaedic Specialty Hospital

Michigan Orthopaedic Specialty Hospital is Michigan's only hospital focused exclusively on orthopaedic services. Offering modern facilities and patient amenities, it is staffed by an expert orthopaedic surgical team, many of whom have been listed as "America's Top Doctors."

A valuable affiliation with Wayne State University School of Medicine allows Michigan Orthopaedic Specialty Hospital to continue to be the state's premier training program for orthopaedic surgeons.

Full service facility offering:

- Physical Therapy and Occupational Therapy: Provided by Rehabilitation Institute of Michigan professionals, available to surgical patients before leaving the hospital.
- Intensive Care Unit: For patients that require special attention, the unit is remarkably equipped and expertly staffed.
- 24-7 Emergency Care: Quick and efficient emergency care center is available 24 hours a day, 7 days a week for the prompt treatment of minor emergencies from illnesses to injuries.
- Physician Research Resource: One of the finest full orthopaedic library services anywhere. On-staff librarians can quickly and conveniently find the answers to any and all of your orthopaedic questions by drawing from the latest publications on-site and online.
- On-site Diagnostic Services: Lab testing and radiology procedures including x-rays, CT Scan and ultrasound testing.

Rehabilitation Institute of Michigan

Rehabilitation Institute of Michigan is a national leader in the delivery of physical medicine and rehabilitation, and one of the country's largest freestanding, academic rehabilitation hospitals.

A comprehensive spectrum of both inpatient and outpatient services and programs are available for spinal cord injuries, brain injuries, stroke, cerebral palsy, musculoskeletal disorders, low back problems, amputations, sports injuries, work-related injuries and other medical conditions which require physical rehabilitation. In addition, Rehabilitation Institute of Michigan is one of 17 federally designated centers of excellence for the treatment of brain injuries in the United States.

The Institute's clinical capabilities are broad and diverse, and include psychiatry, rehabilitation nursing, physical therapy, occupational therapy, therapeutic recreation, neuropsychology, speech and language pathology, social work, electrodiagnostics, driver training, environmental evaluations and vocational counseling. These programs along with the Institute's educational services, are aimed at helping persons with disabilities reach the highest level of functioning, independence and productivity.

- The Institute is licensed for 94-beds and treats more than 1,600 inpatients and conducts over 100,000 outpatient visits each year.
- RIM houses the Southeastern Michigan Traumatic Brain Injury System (SEMTBIS), one of 17 federally designated centers of excellence in the United States for the treatment of brain injuries.
- During the last five years, RIM has been awarded \$9.5 million in federal and private grants for rehabilitation research focusing on restoring function, improving quality of life and developing innovative therapeutic techniques.
- In addition to RIM's main hospital, there are 19 outpatient facilities located throughout southeastern Michigan.

The Institute houses a state-of-the-art Motion Analysis and Gait Laboratory. Research in the lab focuses on improving human performance on skills such as walking or stair climbing or improving sports related techniques through proper body mechanics.

Sinai-Grace Hospital

Sinai-Grace Hospital (SGH) was created in 1988 when two well-established community hospitals – Sinai and Grace – joined together to offer compassionate, high quality patient care. Its roots in the community stretch back to 1888.

SGH provides inpatient services in the basic care of medicine, including cardiology, emergency medicine, women and infant services (obstetrics and gynecology), geriatrics, surgery, psychiatry, radiation oncology, and physical medicine and rehabilitation. SGH also provides many subspecialties such as neurological, plastic and urological surgery. Other specialized services include acute renal dialysis, weight management and bariatrics; sleep disorder therapy, urology and movement disorders.

SGH is also dedicated to providing quality surgical care to patients requiring joint replacement surgery. Through its comprehensive Joint Replacement Center, the hospital offers the most technologically advanced techniques, including the minimally invasive knee replacement procedure performed by one of the nation's top orthopaedic surgeons.

SGH is one of the Detroit Medical Center's premier sites with approximately 404 beds, more than 660 physicians, 900 nurses and over 2,000 health care professionals and support staff.

DMC Environmental Statement

In accordance with its mission, the Detroit Medical Center is dedicated to the health and safety of its patients, employees, customers, community and environment. Further the DMC is committed to continuous improvement, prevention of pollution and compliance with relevant environmental regulations and other requirements.

All contractors working at a DMC site are required to comply with the requirements of the EMS and the environmental policy. This Environmental briefing provides general details of the DMC Environmental Management System and statement.

Supplier/Contractor is financially responsible for on-site environmental remediation actions resulting from incidents involving their employees and subcontractors:

- ❑ **Supplier/Contractor understands the importance of compliance with relevant environmental legislation and regulations, and the consequences of noncompliance.**
- ❑ **All Suppliers/Contractors working at the site are required to comply with and ensure their employees and any Suppliers/Sub-Contractors or agents comply with the facility's Environmental Management System (EMS) and environmental statement.**
- ❑ **All Suppliers/Contractors acknowledge receiving or were made aware of the DMC environmental statement, as well as applicable system procedures and work practices.**
- ❑ **Suppliers/Contractors shall not discharge anything to drains and/or sewers without prior approval from the Site Safety Officer. Spills and other releases to the environment must be immediately reported to the Site Safety Officer.**
- ❑ **Suppliers/Contractors shall provide adequate spill release prevention, as approved by the Site Safety Officer.**
- ❑ **Suppliers/Contractors shall immediately notify the Site Safety Officer and Program Manager of any abnormal conditions found during excavation activities at the site.**
- ❑ **Suppliers/Contractors shall properly label, store, and dispose of all their waste materials used on-site in accordance with site procedures and all legal requirements.**
- ❑ **If site personnel are required to work with potentially hazardous materials brought on-site by a contractor, prior approval of the material by the Site Safety Officer is required.**
- ❑ **Suppliers/Contractors shall minimize the effects of noise, odor, light, fugitive dust emissions, and traffic movement on and/or adjacent to site property.**
- ❑ **Suppliers/Contractors shall obtain, prior to commencing work, all necessary environmental approvals or permits and present copies of such permits to the sites Program Manager.**
- ❑ **Suppliers/Contractors were informed of actions to be taken during an actual emergency situation.**

- **The Supplier/Contractor understands that the site may interrupt Supplier/Contractor activities that violate site policies and/or all legal requirements.**

Supplier/Contractor is financially responsible for on-site environmental remediation actions resulting from incidents involving their employees and subcontractors. To minimize the risk of environmental accidents please review and initial the items contained in the Environmental Management Basics Table below:

Environmental Management Basics	Supplier/Contractor Initials
Supplier/Contractor understands the importance of compliance with relevant environmental legislation and regulations, and the consequences of noncompliance.	
All Suppliers/Contractors working at the site are required to comply with and ensure their employees and any Suppliers/Sub-Contractors or agents comply with the facility's Environmental Management System (EMS) and environmental statement.	
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